

## 1. Introduction

**1.1.** The present document, known as the Customer Agreement, is a legally binding agreement between Z Forex Capital Market LLC and individual or business customers, hereinafter referred to as "the Company" or "we," and governs the customer's Account with Z Forex Capital Market LLC and all Transactions carried out within said Account. In this Agreement, the aforementioned terms may be used interchangeably to designate Z Forex Capital Market LLC, while the term "you," "your," "yours," or "yourself" shall pertain to the customer.

**1.2.** All Transactions and Agreements between the Company and the Customer shall be subject to the terms set forth in this Customer Agreement. Moreover, any additional written statements concerning the Company's trading regulations or schedules, as provided or modified by the Company, shall be considered an integral part of this Customer Agreement. Nevertheless, if the Company notifies the Customer in writing or agrees that different or additional terms are applicable, those specified terms shall prevail to the extent explicitly indicated.

**1.3.** This Customer Agreement, in conjunction with the Terms of Business, Risk Disclosure Notice, Best Execution Policy, Data Protection and Privacy Policy, Customer Privacy Notice, Policy on Anti-Money Laundering (AML), Combating the Financing of Terrorism (CFT), Know-Your-Customer (KYC), and any other pertinent documents available in the "Policies and Regulations" section of the Company's Website, constitutes the entirety of the agreement between the Company and the Customer. By entering into this Agreement, the Customer acknowledges and gives consent to the aforementioned terms and policies, which may be amended or supplemented periodically.

## 2. General Information

**2.1. Information Regarding Our Identity.** Z Forex Capital Market LLC is a global online trading broker. Its registered office is situated at Euro House Richmond Hill Road Kingstown P.O. Box 2897 VC0100. Z Forex Capital Market LLC is incorporated as a Saint Vincent and the Grenadines Business Company under the applicable laws of Saint Vincent and the Grenadines, and it is duly registered under the number 2145 LLC 2022.

**2.2. Services Offered by Us.** Upon acceptance of your Account application and in accordance with the terms and conditions stipulated in this Customer Agreement, we shall establish and maintain one or more Accounts in your name. Our role will be limited to providing execution-only brokerage services for spot Transactions within the international over-the-counter foreign exchange markets. Furthermore, we facilitate Rolling Spot Forex Transactions, Commodity and CFD Transactions, and may offer brokerage services for other products at our sole discretion in the future. Unless expressly specified otherwise in writing, all contracts and Transactions conducted between us shall be governed by the provisions outlined in this Customer Agreement, subject to periodic amendments.

**2.3. Our Capacity.** We will act as your agent in dealing with you, but we may also act as principal if deemed necessary.

**2.4. Your Capacity.** Unless explicitly agreed upon in writing by us, you shall participate in Transactions as a principal.

**2.5. Language of Communications.** You are permitted to communicate with us in the English language. All standard documents provided by Z Forex will be available in English. In the event of any translation of a document into another language, the English version shall prevail, and the translated version shall be for informational purposes only.

**2.6. Commencement.** This Customer Agreement supersedes any previous agreements between us concerning the same subject matter and becomes effective when you signify your acceptance

of this Customer Agreement by completing and executing the Customer Account Application. By executing the Customer Account Application, you confirm that you have read, understood, and agree to be bound by this Customer Agreement with us, including the services provided and the provision of market and price information on Financial Instruments that we trade.

**2.7. Withdrawal.** If you are an individual acting outside your business, trade, or profession, you have a period of 14 calendar days from the acceptance of this Customer Agreement to withdraw from it without penalty or the need to provide any reason. However, this right of withdrawal shall not apply to any Transaction executed under this Customer Agreement, which will remain binding upon you.

**2.8. Amendments.** We may amend this Customer Agreement by giving written notice to you through post or email. Each amendment will become effective on the date specified in the notice. Any amendment requested by you must be agreed upon in a formal amendment agreement by us. Unless expressly agreed otherwise, an amendment will not affect any outstanding Orders or Transactions or any legal rights or obligations that may have already arisen. If you do not wish to accept any amendment made by us, you may notify us and close any open Transactions and your Account in accordance with this Customer Agreement.

**2.9. Duty to You.** Nothing in this Customer Agreement seeks to exclude or limit any duty or liability owed by us to you under the Financial Services Authority Act, 2011, or the FSA Rules, where exclusion or restriction is not permitted. In the event of any conflict between this Customer Agreement and the FSA Rules, the FSA Rules shall prevail.

**2.10. Duties and Responsibilities.** We assume no greater responsibility or fiduciary duty than what is imposed by the FSA Rules or the explicit terms of this Customer Agreement.

### **3. Communication**

**3.1.** All notifications, instructions, and other communications from us to you regarding this Customer Agreement or any Transaction may be given verbally or in writing. They may be sent to your last known residential address, workplace, telephone number (including leaving messages on an answering machine or voicemail system), email address, or other contact details.

**3.2.** The language of communication shall be English, and you will receive all documents and information from us in English.

**3.3.** Any notifications, instructions, or other communications from you to Z Forex concerning this Customer Agreement or any Transaction must be provided in writing. They should be sent to the address specified on the cover page of this Customer Agreement (or any other address subsequently notified to you), and directed to the attention of our Compliance Department.

**3.4.** All telephone conversations with you will be recorded for the purpose of documenting your instructions and for training and quality assurance purposes. In the event of a dispute, the recording or transcript of our telephone conversation may be used as evidence.

**3.5.** The Customer is responsible for ensuring that all information provided to us is accurate and up-to-date at all times. Customer must promptly notify us of any changes by calling us, updating the information on our secure website, or emailing us within 7 days of the change. Failure to comply with this obligation may affect the services we provide, for example, if the Customer misses important notifications to their registered email address.

**3.6.** If written notice is required under this Agreement, it may be sent via email. Email communication is considered received when it is sent, provided that no non-delivery message is received by the sender.

## **4. Representations and Warranties**

**4.1.** When Customer enters into this Agreement, and each time Customer places an order for a Transaction, completes a Transaction, or gives any other instruction, Customer represents and warrants to Z Forex the following:

**4.1.1.** If the Customer is a natural person (private customer):

**4.1.1.1.** The Customer is of sound mind and memory, over the age of eighteen (18), not disabled, and legally capable under the applicable laws of their country of residence.

**4.1.1.2.** The performance of this Agreement will not result in a breach of legal requirements applicable to the Customer or any other existing obligations the Customer has to any third parties.

**4.1.1.3.** The performance of this Agreement will not result in a breach of any binding and valid court orders or administrative decisions relating to the Customer.

**4.1.2.** If the Customer is a corporate entity (legal entity):

**4.1.2.1.** The Customer is duly incorporated and validly exists under the applicable laws of its country of registration.

**4.1.2.2.** The performance of this Agreement will not result in a breach of legal requirements applicable to the Customer or any other existing obligations the Customer has to any third parties.

**4.1.2.3.** The performance of this Agreement will not result in a breach of any binding and valid court orders or administrative decisions relating to the Customer.

**4.1.2.4.** If applicable, the Customer has obtained all necessary corporate approvals in accordance with its established corporate rules and procedures for the conclusion and performance of this Agreement.

**4.1.2.5.** Any party acting on behalf of the Customer in the performance of this Agreement is duly authorized by the Customer and has no implied limitations.

**4.1.3.** All information and documents provided by the Customer to Z Forex regarding the financial position, domicile, or any other matters are true, accurate, complete, and not misleading in all material respects. The Customer shall promptly notify Z Forex of any material changes.

**4.1.4.** The Customer acts as the principal and sole beneficial owner (but not as a trustee) in entering into this Agreement and each Transaction.

**4.1.5.** The Customer acknowledges and accepts that they are responsible for obtaining their own advice regarding their tax position and the suitability of any Transaction in light of their investment objectives and experience.

**4.2.** The Customer is the full ultimate beneficial owner of all funds deposited in the Account, and no other person has or will have any interest in the Account. The Customer acknowledges and accepts that they cannot and will not grant any security interest in the Account to any third party.

**4.3.** All funds deposited in the Account are derived from lawful sources and are not proceeds from any illegal or criminal activity under the laws of any applicable jurisdiction.

**4.4.** The Customer is financially and otherwise willing and able to bear the inherent risk of loss in spot foreign exchange trading and CFD Transactions.

**4.5.** The Customer has not and will not upload or transmit any malicious code to our Trading Platform or Website or use any electronic devices, software, algorithms and/or trading methods or strategies designed to manipulate any aspect of our Trading Platform or Website, including but not limited to the manner in which we construct, provide or transmit our Price. Customer will use the products and services offered by us under this Agreement honestly, fairly and in good faith.

**4.6.** The Customer is not currently employed by a stock exchange, a company in which a stock exchange holds a majority of the capital stock, a member of a stock exchange and/or a company registered with a stock exchange, or a bank, trust or insurance company. In the event that the Customer is employed in such a capacity, the Customer shall immediately notify us in writing.

## **5. Services Provided**

**5.1.** This Agreement encompasses the complete range of services rendered by Z Forex, which includes, but is not limited to, the utilization of the Website and downloadable materials, trading services, data collection and storage, financial information published on the Website by Z Forex or any affiliated party, electronic content, real-time information regarding Contract prices, tools for executing Contract trades, social network applications, blogs, forums, and any other services that Z Forex, at its sole discretion, may offer to its Customers (referred to collectively as "Services"). Upon the acceptance of the Customer's Application to open an Account with Z Forex, and subject to the terms and conditions of this Agreement, Z Forex will establish and maintain one or more Accounts in the Customer's name, along with providing the Customer with multiple electronic trading interfaces (platforms) and comprehensive systems. Z Forex will extend its Services to the Customer in connection with the buying and selling of non-deliverable spot foreign exchange currency contracts and Contracts for Difference (referred to collectively as "Contracts"), as well as any other products and Services that Z Forex may determine at its discretion in the future. Unless explicitly stated otherwise in writing, all Contracts and other transactions executed between Z Forex and the Customer shall be governed by the provisions outlined in this Customer Agreement, as periodically amended, including the Z Forex Trading Policies and Procedures.

**5.2.** Z Forex has direct and/or indirect relationships with various Service Providers, including liquidity providers, prime brokers, counterparties, market makers, trading principals, custodians, clearing systems and/or other intermediaries necessary to provide the Services to you. You acknowledge that Z Forex may, in its sole discretion and at its sole discretion, restrict your use of the Services, either in whole or in part, and limit the Services provided to you. This includes refusing to accept and/or transmit an order for execution. You agree to use the Services in accordance with the terms and conditions of the Agreement. You understand and agree that Z Forex is acting as an agent in the Transactions that are the subject of this Agreement; however, Z Forex may also act as principal if deemed necessary. Z Forex and/or its Service Providers may simultaneously negotiate with other clients, parties, principals and counterparties with respect to orders placed by you and/or executed on your behalf. The pricing information provided to you and the prices at which transactions are executed may vary from client to client. You understand and agree that the executable prices for spot foreign exchange pairs, spot precious metals contracts and CFDs are not fixed and will fluctuate based on global market movements. You acknowledge that a Transaction may not be executed in whole or in part, or

at a particular price or time, and you expressly agree that neither Z Forex nor its affiliates or service providers shall have any liability with respect to such matters.

**5.3.** Furthermore, you understand and agree that Z Forex may refuse to accept an order and impose limits on your trading activities, such as position size, number of open positions, margin requirements, leverage, trade size, and specific contracts traded. You also understand and agree that all Transactions are cash settled, and Z Forex does not offer credit for any Transaction(s) without a specific written undertaking to that effect.

**5.4.** You understand and agree that, notwithstanding the classification of your account as Retail, Professional, or Eligible Counterparty, and the standard transactional settings for such classifications, Z Forex may adjust your leverage limits, liquidation levels, margin requirements, and ticket (trade) sizes as required by its regulator, the Saint Vincent and the Grenadines Financial Services Authority ("FSA"), and license conditions. These adjustments may also be made based on factors such as your trading style, Instruments traded, account equity levels, available liquidity, and market volatility, among other factors. Z Forex will make reasonable efforts to notify you prior to making such adjustments. However, Z Forex reserves the right to make such adjustments without prior notice when deemed necessary at its sole discretion.

## **6. Account Opening And Maintenance**

**6.1.** The necessary documentation for opening an Account can be found on the Z Forex website: <https://zforex.com/>. You agree to promptly notify us of any significant changes in your personal information provided to us during the Account opening process. If you are unsure whether a change is considered "significant," you agree to contact our compliance department for clarification by sending an inquiry to [info@zforex.com](mailto:info@zforex.com).

**6.2.** Z Forex reserves the right to refuse to open or maintain your Account at our sole discretion, without providing reasons. This includes situations where, in our opinion, opening and/or maintaining the Account may result in a violation of any applicable rules, regulations, or laws, or if the information and/or documents received in connection with the account are inadequate, insufficient, incomplete, invalid, ineffective, or contradictory.

**6.3.** When providing any component of the Service, which involves the receipt and/or transmission of orders or providing any benefit to you, Z Forex assesses the appropriateness of the Services based on the information you provide or that is obtained by Z Forex regarding your trading/investment knowledge and experience. If Z Forex determines that the Services are not appropriate for you, we will notify you (which may be done through the Additional Risk Disclosure Statement). If you fail to provide the requested information or provide insufficient information, Z Forex will inform you that our assessment of the Services' appropriateness is not possible. Subsequently, Z Forex may only provide the Services upon receiving a specific written request from you, in the format determined by Z Forex. If you are classified as a Professional Customer, we will assume that you possess the necessary experience and knowledge to understand and appreciate the risks associated with the Transactions and Instruments for which you are classified as a Professional Customer.

**6.4.** Upon acceptance of your account application, Z Forex will open and maintain your Account for the purpose of entering into contracts, executing Transactions and providing other Services as described in this Agreement.

**6.5.** We may, at our discretion, agree to open and maintain one or more additional Accounts at your request, in the manner determined by Z Forex from time to time. Such additional Accounts shall be subject to and maintained in accordance with the terms of this Agreement.

**6.6.** As stated herein, you have the option to open additional Accounts. In the event of fixed losses in the form of a negative balance in one or more of your Accounts, the Company reserves the unilateral right to offset such losses using the positive balance in your other Accounts.

**6.7.** You may fund your Account/s in accordance with this Agreement, as explained in the Account approval notice or on the Z Forex website.

**6.8.** You may transfer funds to your account with our Company through bank accounts or cryptocurrencies. Similarly, you may make withdrawals from your account using cryptocurrencies. However, when you make transactions with cryptocurrencies, the digital wallet you use must be owned by you, and you may use a maximum of two separate digital wallets. We would like to remind you that in case of any problems with the use of cryptocurrencies, we will immediately report suspicious transactions to the relevant authorities, which may result in the termination of our services to you.

## **7. Pricing Information**

**7.1.** Z Forex will provide you with prices at which you can buy or sell Contracts. These prices are subject to confirmation by us. We will exercise utmost care and skill in preparing the on-screen prices. However, it should be noted that the indicated price may not invariably correspond to the precise price attainable for initiating or concluding a trade due to market dynamics, technological failures, communication delays, interruptions, limited market liquidity, extraordinary market volatility, and other variables. Unless attributable to our fraud or intentional misconduct, we shall not be held liable for any losses or expenses incurred as a consequence of the inability to execute a trade at a particular on-screen price.

**7.2.** We cannot guarantee the continuous availability of executable prices and liquidity, whether through electronic means, telephone, or any other communication method.

## **8. Transmission, Receipt, Execution, Improper Orders – Agency Relationship**

**8.1.** To clarify, when Z Forex receives and/or transmits your order, we will act as your agent. However, there may be circumstances where Z Forex may also act as a principal if it is deemed necessary.

**8.2.** You acknowledge that Z Forex shall not be liable for any loss or damage arising directly or indirectly from any event, act or omission beyond our reasonable control. This includes delays or inaccuracies in the transmission of orders and/or information due to malfunctions, errors or failures of transmission or communication equipment, software interfaces or hardware systems. You acknowledge that all orders accepted by Z Forex, including market orders, limit orders, stop orders, OCO orders and other instructions, will be executed on a "best efforts" basis" If market conditions or other circumstances prevent Z Forex and/or the Service Providers from transmitting or executing your order at the requested level, we and the Service Providers shall not be held liable. Orders placed on weekends or holidays when Z Forex is closed will be executed by the Service Providers on a "best effort basis" when the market reopens. You also acknowledge that execution may not be immediate or at the opening price due to imbalances, market conditions, liquidity, gaps, or other factors. Z Forex is not responsible or liable for delays in transmitting orders caused by disruptions, market conditions or communications failures, and shall not be liable for any claims, losses, damages, costs or expenses arising from such delays.

**8.3.** Z Forex is committed to achieving the best possible outcome for your Transactions, considering all relevant factors affecting execution, in accordance with the best execution regulations of Saint Vincent and the Grenadines FSA. However, if you provide specific instructions, Z Forex will transmit your order accordingly, which may prevent us from

following protocols designed to secure the best execution in terms of price, fees, execution time, venue, partial fills, and other operational parameters that may impact your order execution. Your order may be aggregated with other customer orders, which could have a negative impact on the execution. You agree that neither Z Forex nor the Service Providers will be held liable for any adverse effects on such orders, such as wire transfers for deposits/withdrawals.

**8.4.** You agree to promptly reimburse Z Forex for any related expenses, and you authorize us to deduct any such reimbursements from your balance and to take such action as may be necessary to facilitate any such deductions or withdrawals. These deductions will be reflected on your Account statement. We may, at our discretion, waive or modify these charges from time to time.

## **9. Margin and Deposit Requirement**

**9.1.** You acknowledge and accept that it is solely your responsibility to ensure that your Account(s) maintain sufficient margin levels, and Z Forex is not obligated to issue a margin call or provide notification if your margin approaches the liquidation level.

**9.2.** You also understand and agree that Z Forex has the right, but not the obligation, to liquidate any open positions in your account if it has insufficient funds. Z Forex may exercise this right at its discretion, starting with the largest loss position and moving to positions with smaller unrealized losses to bring your remaining positions to a fully funded status. In addition, Z Forex may adjust margin requirements and available leverage, and if your margin becomes insufficient as a result of such changes, Z Forex may liquidate any open positions. In the event that Z Forex makes a margin call as a courtesy, you acknowledge that such margin call does not waive Z Forex's right to immediately liquidate accounts with insufficient margin and does not affect Z Forex's rights or set a precedent for future margin calls.

**9.3.** You agree to regularly monitor the margin level in your account and, if you have any inquiries regarding margin levels and their impact on your account, you will contact Z Forex before engaging in any trading activities.

## **10. Intellectual Property; Confidentiality**

**10.1.** All intellectual property rights, including copyrights, trademarks, trade secrets and other proprietary rights relating to the Trading Systems, shall at all times remain the exclusive property of Z Forex and/or its third-party service providers. You have no right or interest in or to the Trading Systems or the information contained therein, other than the right to access and use them as set forth in this Agreement. You acknowledge that the Trading Systems are confidential and have been developed with significant skill, time, effort and financial investment. You are required to maintain the confidentiality of the Trading Systems and to provide access only to authorized employees and agents who have a legitimate need for such access. You are prohibited from publishing, disseminating, or making available to third parties any information derived from or relating to the Trading Systems.

**10.2.** The Company shall not disclose information about its Customers to unauthorized persons. Customer information shall be disclosed only to employees, agents and partners of the Company as necessary for business purposes, including banking and credit relationships.

**10.3.** The Company reserves the right to disclose information about Customers or their Transactions to the regulatory and/or law enforcement authorities of Saint Vincent and the Grenadines (the Regulatory Jurisdiction).

**10.4.** Disclosure of information to the authorities specified in paragraph 10.3 of this Agreement will only occur upon requests from the relevant authorities based on court decisions in Saint

Vincent and the Grenadines, unless otherwise expressly provided for in the laws of Saint Vincent and the Grenadines.

## **11. Conflicts of Interest**

**11.1.** In the course of providing the Services, conflicts of interest may occasionally arise between you and us (including our directors, officers, managers, employees, and any affiliates) or between you and other Z Forex customers. These conflicts may result from our relationships with various entities, including Service Providers, Introducing Brokers, or other third parties involved in providing the Services. For example, individuals may hold positions as directors, managers, officers, or shareholders in these entities. Z Forex will take all commercially reasonable steps to comply with applicable regulations and prevent conflicts of interest from adversely affecting your interests. If we become aware of a conflict of interest involving you, we will take appropriate measures to mitigate any negative impact on your interests. Whenever such conflicts are identified, we will disclose them to you before taking any actions that could adversely affect you.

**11.2.** For more information, please refer to ANNEX IV of this Agreement, titled "Conflicts of Interest Policy," or feel free to contact our Compliance Department at [info@zforex.com](mailto:info@zforex.com).

## **12. Data Protection and Privacy**

**12.1.** By entering into this Agreement, you consent to the processing, collection, use and disclosure of your Personal Information in accordance with our Privacy Policy. You are deemed to have read and understood our Privacy Policy, which can be viewed on the Z Forex website.

**12.2.** We process the necessary amount of personal data to provide the Services and to comply with our obligations and legal requirements under applicable regulations, including but not limited to compliance with licensing conditions and relevant anti-money laundering and anti-terrorist financing laws.

**12.3.** In order to provide you with the services described in this Agreement, it may be necessary for Z Forex to disclose and process some or all of your personal data, including sensitive information, to authorized persons such as employees, investment institutions, referral agents/introducing brokers, trading agents and their or our duly authorized agents and affiliates, regardless of their location (including outside Saint Vincent and the Grenadines).

**12.4.** You have the right to request the erasure or destruction of your personal data, to correct any inaccurate information we hold about you, and to withdraw your consent to the processing of your personal data. Please note, however, that in such cases we may not be able to provide the services offered to you.

## **13. Liability Limitations and Indemnification**

**13.1. General Exclusion:** We, along with our directors, officers, employees, or agents, shall not be held liable for any losses, damages, costs, or expenses incurred or suffered by you under this Agreement, unless such loss is a reasonably foreseeable consequence or arises directly from our or their gross negligence, wilful default, or fraud. In no event shall we be liable for any special or consequential damages, loss of profits, loss of goodwill, or loss of business opportunity arising under or in connection with this Agreement.

**13.2. Tax implications:** We do not accept liability for any adverse tax implications resulting from any Transaction.

**13.3. Changes in the market:** We do not accept liability for any delay or change in market conditions before a particular Transaction is executed.



**13.4. Indemnity:** You are responsible for paying any sums required to satisfy any debit balance on your accounts with us and indemnifying us for any losses, liabilities, costs, expenses (including legal fees), taxes, imposts, and levies we may incur or be subjected to in relation to your accounts, Transactions, misrepresentations by you, or violations of your obligations under this Agreement.

**13.5. Use of the Trading Platform:** You use the Trading Platform at your own risk, and we are not liable for any use of the Trading Platform. The Trading Platform and its content are provided "as is," and we do not guarantee its functionality, suitability, or uninterrupted and error-free operation.

**13.6. Limitation of Liability:** We shall not be held liable to you for any partial or non-performance of our obligations under this Agreement due to causes beyond our reasonable control, including breakdowns, delays, malfunctions, or failures of transmission, communication, or computer facilities, acts of terrorism, acts of God, governmental or supra-national regulations, or the failure of intermediaries or authorities to fulfill their obligations. Our liability to you under the regulatory system may not be excluded or restricted under any circumstances.

## **14. Joint Accounts and Legal Entity Accounts**

**14.1.** If multiple natural persons enter into this Customer Agreement as the Customer, all of them agree to be jointly and severally liable for the obligations assumed in this Agreement.

**14.2.** If this Agreement is entered into on behalf of a corporation, limited liability company, trust, partnership, unincorporated association, or any other non-natural entity as the Customer, you, as the authorized agent, and the Customer jointly and severally agree to indemnify, defend, save, and hold us harmless from any losses, claims, costs, damages, and expenses resulting directly or indirectly from a breach of any fiduciary or similar duty or alleged breach thereof.

**14.3.** If this Account(s) is held by more than one individual or non-individual, all joint holders are jointly and severally liable to us for all obligations arising from transactions in the Account and agree to be bound by all terms and conditions of this Agreement. You authorize us to accept instructions without inquiry and to send confirmations, notices, documents and other information to each of the joint holders. Each joint account holder appoints the other joint account holders as agents for all matters relating to or arising out of the joint account, including, but not limited to, receipt of confirmations, notices, documents and other information, and waives all rights to receive them separately. Each of the Co-Holders shall have the full power of disposition over the Joint Account and shall assume the risk associated with the Joint Account, including the authority to: (i) act on behalf of the Account; (ii) receive all correspondence, notices, documents and other information relating to the Services; (iii) receive or withdraw funds from the Account; and (iv) sign agreements and other documents relating to the Services.

## **15. Amendments**

**15.1.** The customer understands, acknowledges, and agrees that Z Forex has the right to modify or change this Agreement at any time. Z Forex will notify the customer of any such amendment or change by posting it on the website or by sending an email to the customer.

**15.2.** If the customer objects to any such change or amendment, the customer agrees to close all open positions and provide instructions to Z Forex regarding the disposition of all assets in the customer's account within ten (10) business days after receiving notice of the amendment or change on the website or by email. No waiver or amendment of this Agreement can be inferred from any previous dealings between the parties or from any failure by Z Forex or its

agents to enforce its rights under this Agreement. Any oral agreements or instructions to the contrary will not be recognized or enforced.

## **16. Termination**

**16.1.** This Agreement becomes effective only after it is accepted by Z Forex at our discretion, and it will remain in full force and effect until either you or Z Forex terminates it with cause or otherwise, by providing written notice to the other party.

**16.2.** Z Forex may, at our discretion, terminate the Agreement immediately with or without cause, by providing written notice of termination. In case of termination without cause, a two (2) day's written notice will be given. You agree to fulfill all outstanding obligations, whether settled or unsettled, realized or unrealized, after termination.

**16.3.** This Agreement does not have a minimum duration, and you have the right to terminate it without incurring any penalty by giving us a two (2) day's written notice via email to [info@zforex.com](mailto:info@zforex.com). Your notice must indicate that you will close all open positions. Z Forex will not be held liable, without limitation, for any failure on your part to close your open positions.

**16.4.** The termination of this Agreement will take effect on the date specified in the notice of termination given by either party to the other party, or on a later date if specified in the notice (the "Termination Date").

**16.5.** Upon termination of the Agreement, you agree that we are entitled to receive all accrued fees and other outstanding amounts up to and including the termination date. Without prejudice to any rights or remedies available to either party in respect to the cause of termination, neither party is entitled to compensation solely due to termination when it is done in accordance with this Agreement.

**16.6.** Upon termination (and no later than the Termination Date), you agree to cease using the Services as described below, destroy all Security Access Codes, and settle any fees, expenses, and liabilities owed to us up to and including the Termination Date.

**16.7.** Upon termination, we will close all open positions, cancel pending orders, and any other commitments made on your behalf under this Agreement. Your Funds will be returned to you after the appropriate set-off.

**16.8.** All representations, warranties, and covenants made in or pursuant to this Agreement will remain in effect after the termination of this Agreement.

**16.9.** It is clarified that all clauses, terms, and conditions of this Agreement that are expressly stated or intended to apply or have effect after termination (for any reason) will continue to apply or have effect after Termination. All indemnifications, representations, warranties, and guarantees will continue to have effect after the Agreement is terminated.

## **17. Miscellaneous**

**17.1.** The Company has the authority to suspend the Customer's Trading Account at any time, with or without written notice, for valid reasons.

**17.2.** In the event of a situation that is not explicitly addressed in the Operative Agreements, the Company will handle the matter in good faith and fairness, taking appropriate actions consistent with market practices.

**17.3.** The Company's exercise or failure to exercise any right, power, or remedy (under these terms or by law) in a single or partial instance shall not constitute a waiver of that right, power, or remedy. It also does not diminish or prevent the Company from exercising such rights in the future.

**17.4.** The Company has the absolute discretion to release, compound, compromise, or postpone any liability of the Customer under the Operative Agreements, in whole or in part, without

affecting any rights in respect of other liabilities. Waiving a breach or default under these terms does not waive any other breach or default, and the Company may still require compliance with the waived obligation.

**17.5.** The rights and remedies available to the Company under the Operative Agreements are cumulative and not exclusive of any rights or remedies provided by law.

**17.6.** If any term of the Operative Agreements (or part of any term) is deemed unenforceable by a court of competent jurisdiction, that term will be considered severable and will not be included in this Customer Agreement or the Terms of Business. However, the enforceability of the remaining terms in the Operative Agreements will not be affected.

**17.7.** The Customer shall not assign, encumber, transfer or attempt to assign, encumber or transfer any of its rights or obligations under the Operating Agreements without the prior written consent of the Company. Any such assignment, encumbrance or transfer in violation of this provision shall be deemed null and void.

**18. Law and Jurisdiction**

**18.1.** This Agreement shall be interpreted and applied in accordance with the substantive and procedural laws of Saint Vincent and the Grenadines, regardless of any provisions of laws from other jurisdictions that may be involved in the performance of the Agreement.

**18.2.** The Customer agrees, irrevocably and without reservation, to the following:

- a) The exclusive jurisdiction of the courts of Saint Vincent and the Grenadines to hear and determine any proceedings relating to this Agreement.
- b) Submission to the jurisdiction of the courts of Saint Vincent and the Grenadines.
- c) Waiver of any objection regarding legal proceedings in any of the aforementioned courts.
- d) Agreement not to raise any claims asserting that legal proceedings held in Saint Vincent and the Grenadines are inconvenient or invalid for the Customer.
- e) Acceptance that any decision rendered by the courts of Saint Vincent and the Grenadines concerning this Agreement shall be final and binding upon the Customer.

**This document constitutes a legally binding agreement. Do not sign it until you have thoroughly read and understood all of its contents, including the Customer Agreement and its Annexes, and have completed the Customer Account Application.**

By signing, you acknowledge that you have carefully read the entire Customer Agreement and its attachments, fully understand its contents, and agree to all of the terms and conditions contained therein.

By signing, you also confirm and warrant that the information provided in the Customer Account Application is accurate and complete. Please sign accordingly, if applicable.

NAME OF THE CUSTOMER:

SIGNATURE:

DATE:

- ANNEX 1. Risk Disclosure Statement**
- ANNEX 2. The Best Execution Policy**
- ANNEX 3. The Anti – Money Laundering (AML), Combating the Financing of Terrorism (CFT) and Know-Your-Customer (KYC)**

**ANNEX 4. Data Protection and Privacy Policy**  
**ANNEX 5. Customer Privacy Notice**

