

## Customer Trading Agreement

This Client Trading Agreement ("**Agreement**") is between Financika (Sharp Trading) Ltd. and its affiliates, operator of the brand name Financika (hereinafter: "**Financika**") and any end user ("**Client**") (each a "**Party**" and together, the "**Parties**") and applies to any dealings between them. This Agreement incorporates by reference any additional appendices, including but limited to the Risk Disclosure and Declaration of Beneficial Ownership.

### 1. General Rules

- 1.1. **Services.** Client may enter into transactions with Financika, in connection with spot and forward foreign currency contracts, foreign currencies swap transactions, and such other transactions as Financika may from time to time make available (the "**Services**").
- 1.2. **Margin.** The Services may involve margined transactions, requiring Client to deposit cash to secure its obligations under this Agreement ("**Security Margin**").
- 1.3. **Direct Relationship.** Unless otherwise agreed in writing, Financika and Client each enter into this Agreement as principal and Financika will not accept an undisclosed/unapproved principal acting through Client. With regard to such a principal, Client agrees to provide Financika with its identity, personal information, and other information that Financika may seek.
- 1.4. **No Recommendation or Solicitation.** Financika does not recommend, solicit, offer, advise, suggest, concur on the merits of, or otherwise provide any opinion whether to buy or sell any currency or to engage in any other transaction. Neither the availability of the Services nor any communication by anyone associated with Financika should be construed in this manner.
- 1.5. **Errors.** Quotations provided by Financika, via third parties or otherwise, may be incorrect for any reason. Following a transaction involving such quotation errors, Financika in its discretion reserves the right to correct the affected account balance. Any dispute arising from such errors or corrections will be resolved on the basis of the fair market value of the relevant currency at the time of the error.
- 1.6. **Market Fluctuations.** Client acknowledges that the market for currency is subject to sudden changes due news events and other announcements, acts of war or terrorism, power failures, strikes or civil commotions, business trends, political developments, fluctuations in other financial and commodity markets, and other factors beyond Financika's control. Financika may determine in its sole discretion that an emergency or exceptional market condition exists, in which case it reserves the right to impose trading limits or

special terms, cancel or suspend any transaction, or close an account.

- 1.7. **Minimum Duration of Trade.** Any transaction closed within 120 seconds from opening time shall be regarded as "Scalping". Financika shall reserve the right to cancel such transactions without prior notice.
- 1.8. **Trading Indices.** The Client hereby acknowledge that he is aware that in the case of Contract for Difference (CFD) trade, Financika shall open its trading within 5 minutes of the opening of the relevant market. Financika reserves the right not to accept any trade of such instrument during the first 5 minutes of the trading day. Financika reserves its right to cancel any trade, in its own discretion, of such instrument made during the first 5 minutes of the trading day.

### 2. Client Instructions and Order

#### Execution

- 2.1. Client may provide oral or written instructions to Financika to place an order. Written instructions may be given by letter, fax, the Financika website, cellular or other electronic means of communication. Oral instructions may be given in person or by telephone, but Financika may require written memorialization of such instruction. In case of an order received by the Company in any means other than through the electronic Trading Platform, the order will be transmitted by the company to the electronic Trading Platform and processed as if it was received through the electronic Trading Platform. The Client accepts the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent through means other than the electronic Trading Platform, regardless of how they have been caused, including technical and/or mechanical damage. Once an instruction has been given, it cannot be rescinded, withdrawn or amended without Financika's express consent. Financika shall not be obligated to confirm instructions.
- 2.2. Financika may request new instructions from Client, which shall provide them promptly.
- 2.3. Client shall advise Financika of the identity of any persons authorized to give instructions. Such notice shall be in writing and shall set out the names and specimen signatures of the persons so authorized. Any such authority may be revoked by notice in writing by the Client but such revocation shall only be effective upon written confirmation by Financika.
- 2.4. The Client will be solely responsible for all orders, and for the accuracy of all information, transmitted via the Internet using Client's name or personal identification code. Such transmission shall not give rise to a binding contract between Financika and Client until Financika accepts or acts upon it.

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Date: \_\_\_\_\_ Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_

- 2.5. If Financika does not receive instructions from Client to settle open positions by the close of a given business day, Financika is authorized (but not obligated) to leave the same positions open overnight.
- 2.6. In case of open positions left overnight, as described in section 2.5 above, the Client will be charged with a Financing Fee of 0.02% of its trading account current exposure on 00:00 GMT regardless of any interest rates differences.
- 2.7. Financika shall not be liable, and Client shall defend, indemnify, and hold harmless Financika, for any loss, expense, cost or liability, arising from error in instructions; instructions or other communications transmitted over the Internet; Client's failure to notify of revocation of authority; Client's failure to issue new instructions on Financika's request; remedial measures by Financika in its absolute discretion upon such failure; Financika's actions on instructions transmitted via the Internet using Client's name or personal identification code or from an individual who appears mistakenly to Financika to be an authorized person; or Financika's refusal for any reason or no reason to act upon instructions.
- 2.8. Withdrawal Instructions- The Client may withdraw all or part of the funds deposited with Financika upon the fulfillment of the following accumulative conditions:
- 2.8.1. It has provided all compliance or any other required documents to Financika.
- 2.8.2. It has completed and signed the designated Financika "Withdrawal Request Form", providing all the necessary information stated in the form.
- 2.8.3. It does not hold any open positions in the Client's trading account with Financika.
- 2.8.4. It had sent the completed "Withdrawal Request Form" to the Financika Client support via fax or e mail.
- 2.9. Financika shall execute the Client's withdrawal within 96 working hours once all the above conditions are met and upon approval of such by the Financika Back Office Department. The Client acknowledges that fund transfer times may vary according to its account type, issuing bank, intermediary bank, receiving bank, destination country or any other 3rd party involved in the transfer of funds. Financika shall not be liable for any fund transfer delay caused by such 3rd party.
- 2.10. The Client acknowledges that the requested transfer of funds may be charged with additional transfer fees from third parties to the transfer. The Client agrees to pay any incurred bank transfer fees when withdrawing funds from his sub-account to his designated bank account. Financika does not charge any withdrawal fees. In addition, the Client acknowledges that in case the received funds are converted to any other currency other than US Dollars, some exchange fees may apply. The Client is fully responsible for payments details, given to the Company and the Company accepts no responsibility for the Client's funds, if the Client's given details are wrong. It is also understood that the Company accepts no responsibility for any funds not deposited directly into Company's bank accounts.
- 2.11. Should a withdrawal request had failed to meet the withdrawal accumulative conditions set out in section 2.8 above; the withdrawal request will be cancelled within 30 days of its request and the Client may re request for the withdrawal. Such withdrawal re request shall be subject to the withdrawal general terms as set out above.
- 2.12. The Client acknowledges that Anti Money Laundering Regulations does not allow the transfer of fund to any third party other than the beneficial owner of the Financika trading account. In addition, Financika may require further documentation regarding the origin of funds and/or the beneficial owner.
- 2.13. The Client is informed that for any orders placed with the Company for the financial instruments offered by the Company, the Company acts as an Agent and not as a Principal on the Client's behalf. The sole Execution Venue for the execution of the Client's orders is Naxex Belize Ltd Ltd, an Investment Firm registered under the Belizean International Financial Services Commission (IFSC).

### 3. Client Representations

The Client hereby represents that:

- 3.1. it has read and understood, and agrees to the terms and conditions of this Agreement;
- 3.2. it understands the high degree of risk associated with foreign currency trading subject to unknown market movements and other factors which can give rise to losses exceeding the Client's original Security Margin, and that it can afford to lose the sums that it remits to Financika and incur additional losses;
- 3.3. it does not have any legal disability with respect to, and is not subject to any law or regulation which prevents its performance of, this Agreement or any contract contemplated by this Agreement;
- 3.4. it has obtained all necessary consents and has the authority to enter into this Agreement (and if the Client is a corporation or similar entity, it is properly empowered and has obtained necessary authority pursuant to its organizational charter);
- 3.5. subject to this Agreement, all sums remitted to satisfy the Security Margin are and shall at all times remain free from any charge, lien, pledge or encumbrance;

- 3.6. it is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
- 3.7. the information provided by it to Financika is complete, accurate and not misleading;
- 3.8. the foreign exchange market is unregulated and as such, it understands that will not benefit from any statutory or other compensation scheme in respect of the Services;

#### **4. Margin Requirements**

- 4.1. The Client shall remit to Financika such amounts of money as required by Financika, in a currency acceptable to Financika, to cover Client's Security Margin and any account debit balance.
- 4.2. Financika will have no obligation to ensure Security Margin requirements have been satisfied by the Client before effecting an order and the Client's payment obligations will not be diminished by any failure by Financika to enforce payment of outstanding Security Margins prior to entering into the transaction.
- 4.3. Financika may use any money received from the Client in order to satisfy Financika obligations related to such Client to any third party and Financika shall not be obliged to account to the Client for any resulting income received by Financika.
- 4.4. The Client shall promptly deliver any money payable by it under a third-party contract in accordance with both the terms of that contract and with any instructions given by Financika for the purpose of enabling Financika to perform its obligations under such contract.
- 4.5. Financika may (but shall not be obligated to) convert into another currency at an exchange rate acceptable to Financika any Client monies held by it as Financika considers necessary or desirable to satisfy Client's obligations and liabilities.
- 4.6. If the Client fails to satisfy a required Security Margin or other sum due under this Agreement, Financika may close out any or all open positions without prior notice and apply any proceeds thereof to payment of any amounts due to Financika. Financika reserves the right to return funds deposited by Client at any time with or without reason.

#### **5. Spread rates, Margin and Leverage**

- 5.1. Financika reserves the right to modify Security Margin requirements in line with the size of the Client's deposit, size of transactions, market conditions characterized by particular volatility or lack of liquidity, or other factors determined by Financika. Financika reserves the right to offer different spread rates in accordance with the size of the Client's Security Margin and/or positions.

- 5.2. Client is wholly responsible for verifying the activity of its accounts, as well its Security Margin requirement. Such requirements are available upon request or on the Financika website.
- 5.3. The 1 (one) standard lot size is the measurement unit specified for each Financial Instrument traded in the Electronic Trading Platform. The Company reserves the right to change the Contract Specifications at any time depending on the market situation. The Client agrees to check the full specification of the Financial Instrument before placing any order. A possible choice of a maximum leverage rate, according always to the account type, ranges from 1:50 up to 1:300 depending on the type of the account and at the discretion of the Company, all provided that in no event shall the exposure in a single account exceed 30 Million US dollars. At opening of a Client trading account, the leverage rate is predetermined according to the type of account chosen by the Client. The Client may request for a lower leverage to be applied to their trading account by contacting the Company.
- 5.4. The Company reserves the right to change the Client's trading account leverage at its discretion, either for a limited time period or on a permanent basis, by publication on the company website and/or written notice sent by mail.
- 5.5. In case of absence of any trading activity within three (3) months of the Client's account, the Company reserves the right to charge a quarterly fixed payment of 100 US dollars in order to maintain the account assuming that the Client Account has the available funds. If the Client account is funded by less than 100 US dollars and has been inactive for a period of three (3) months, the Company reserves the right to charge a lower amount to cover administrative expenses and close down the account.

#### **6. Right of Pledge, Lien, Set-Off and Retention**

Financika shall, at any time and without prejudice to any other rights Financika may have, be entitled to combine or consolidate separate Client accounts, offset against each other the balances of any Client accounts (regardless of designation or currency of the account) or offset each balance individually. For any Financika claims arising from Services relating to Client, irrespective of the maturity dates of such claims or of the currencies in which they are denominated, Financika shall have a right of lien and pledge, and a right of retention, on all assets or security held in Client's name or otherwise deposited with Financika, or any guarantee or indemnity given to or owed Financika by Client.

## 7. Default

Without prior notice to, or receipt of further authority from the Client, Financika shall have the right to close out all or any part of any position or account of Client, upon or at any time after the occurrence of any of the following events:

- 7.1. Client fails to make any payment due under this Agreement promptly;
- 7.2. Client fails to observe or perform in whole or in part any of the provisions of this Agreement or commits a breach of this Agreement;
- 7.3. Client maintains parallel accounts for the purpose of arbitrating Financika promotions or policies, in Financika's sole discretion;
- 7.4. Client dies, is declared absent or becomes of unsound mind;
- 7.5. A bankruptcy petition is filed in respect of the Client or, if a partnership, in respect of one or more of its partners or, if a company, any steps are taken or proceedings initiated or protection sought under any applicable bankruptcy reorganization or insolvency law by it in respect of itself or against it including, without limitation, the taking of any steps for the appointment of a receiver, trustee, administrator or similar officer to be appointed over its undertaking or assets or any part of them;
- 7.6. Client performs a credit card chargeback. In this case, any Client accounts will be frozen and all positions will be closed at the end of the trading day in a manner prescribed by Financika;
- 7.7. Financika or the Client is requested to close out a position or any part of a position by any governmental or regulatory agency or authority;
- 7.8. Financika considers it necessary for its own protection;
- 7.9. The Client acknowledges Financika's right to close out all or any part of any open position of the Client held by Financika should a negative result of these positions lead to surpass the required Security Margin.
- 7.10. Client who engages or suspected in what is deemed, illegitimate, unlawful, unethical

system abuse, system arbitrage, quotation arbitrage or any other trade that may be deemed at one point or another as a violation of trading standards be it based on the amount of time the transaction was opened or by virtue of the fact that the trade was opened inadvertently at an incorrect price, time, or instrument.

## 8. Internet and electronic trading

Financika shall not be liable for any claims, losses, damages, costs or expenses, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility, whether belonging to Financika, Client, any market, or any settlement or clearing system.

## 9. Tape recording of Conversation

The Client acknowledges that Financika may record all telephone conversations between the Parties. Such recordings or transcripts thereof shall remain the property of Financika and Client consents to their use as evidence by Financika in any dispute or anticipated dispute between the Parties under this Agreement. Any such recordings or transcripts made by Financika may be destroyed by it in accordance with its usual practice.

## 10. Amendments to the Agreement

Financika reserves the right to amend this Agreement at any time by posting on the Financika website.

## 11. Jurisdiction

The Agreement will be interpreted in accordance with the law of the Republic of Vanuatu. For any disputes arising under this Agreement, the Parties hereby submit to the exclusive jurisdiction of the courts sitting in the Republic of Vanuatu.

## Risk Disclosure

The following statement does not disclose all risk associated investments, and is meant to inform users that trading foreign exchange, also known as Forex or FX, may result in substantial loss of funds and/or complete loss of funds in excess of your initial margin funds, and therefore should only be undertaken with risk capital. Risk Capital is defined as funds that are not necessary to the survival or well-being of the user.

If you do not thoroughly understand the risks involved in foreign exchange trading - do not trade. Financika strongly recommends that any user considering trading foreign exchange currency or commodities, should first thoroughly read this risk disclaimer and understand risks and losses inherent to Forex trading.

It is your responsibility to carefully consider your investments prior to committing funds for foreign exchange trading. Before you consider undertaking any transactions with Financika, you should carefully consider whether such trading is suitable in light of your own financial position and investment objectives. Foreign exchange trading is commonly known as a double-edge sword as the risks or losses involved are equivalent to the potential to gain.

Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such trading is suitable in light of your own financial position and investment objectives.

Certain market conditions may make it difficult or impossible to execute orders at a stipulated price.

A spread position may be as risky as a simple long (or short) position and can be more complex.

The high degree of leverage that is obtainable in Spot Foreign Exchange Trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains.

The insolvency of Financika or of a Bank or Broker used by Financika to effect transactions on your behalf may lead to your positions being closed out against your wishes.

The Client is hereby advised that the transactions undertaken through the dealing services of Financika may be of a speculative nature. They may give rise to large losses within a relatively short period of time, which cannot be forecast and which may sustain a total loss of the funds deposited with Financika. These losses may be attributed to adverse market movements, to position build-up or to the accumulation of commission and charges relating to the transactions.

The Client's attention is expressly drawn to the fact that the nature of the transactions executed on his instruction, by Financika may be non-readily realizable in the case of a currency traded so irregularly or infrequently that it cannot be certain that a price will be quoted at all times or that it may be difficult to effect transactions at a price which may be quoted owing to an absence of a counter party.

The foreign currency trading that you are entering into is not conducted on an exchange. Financika may act as counterparty in these transactions and, therefore, may act as the buyer when you sell and the seller when you buy. As a result, Financika interests may be in conflict with yours, unless otherwise specified in your written agreement or other written documents. Financika establishes the prices at which it offers to trade with you; the prices Financika offers might not be the best prices available and Financika may offer different prices to different Clients. Additionally, since Financika may act as the buyer or seller in the transaction, you should carefully evaluate any trade recommendations you receive from Financika or any of its solicitors.



## Beneficial Owner Declaration

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

**The contracting party hereby declares:**

That the contracting party is the only beneficial owner of the funds deposited with Financika,

**OR**

That the beneficial owner of the funds deposited with Financika is:

(If a company)

Company Name: \_\_\_\_\_

Legal Form: \_\_\_\_\_

Country: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Registered Address: \_\_\_\_\_

(If an individual)

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Nationality: \_\_\_\_\_

Full Address: \_\_\_\_\_

The contracting party is obligated to communicate without delay, any changes concerning the beneficial owner(s). The contracting party has been made aware that an intentional erroneous completing of this form constitutes creating a false document.

Full Name: \_\_\_\_\_ Place & Date: \_\_\_\_\_

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Date: \_\_\_\_\_ Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_