

# **CLIENT AGREEMENT**



#### 1. INTRODUCTION

- 1.1. GF Markets Ltd, is a limited liability company registered at 10 Manuoel street, Castries, Saint Lucia registration reg. no. 2023–00089, (the "Company" and/or "GF Markets Ltd").
- 1.2. The present client agreement (the "Agreement") shall construe the business relationship between the GF Markets Ltd and you (the "Client" and/or "User"), and the following documents are an integral part of this Agreement:
- 1. Terms and Conditions
- 2. AML Policy
- 3. Privacy
- 4. Cookie Policy
- 5. Risk Disclosure Policy
- 6. Withdrawal Policy
- 7. Complaints Management Policy
- 8. Conflict of Interest Policy

hereinafter referred to as the "Legal Documents", such to be combined and taken into consideration together with the present Agreement. The Legal Documents can be found in the Company's website www. gfmarketsllc.com. (the "Website").

- 1.3. The Agreement and the Legal Documents should be carefully read by the Client, as they govern all the conditions of the Client's trading and non-trading operations with the Company, and by accepting the terms of this Agreement the Client also accepts the terms of all the Legal Documents listed above in clause 1.2.
- 1.4. The terms of this Agreement shall be considered accepted unconditionally by the Client upon the entering into the Company's Website and initiate transactions with the Company.
- 1.5. The Client and the Company enter into every transaction and operate in Website or in the trading platform as principals, and the Company does not act as an agent on the Client's behalf. The Client shall be directly and fully responsible for fulfilling all of his/her obligations regarding his/her operations on the Website or on the trading platform. If the Client acts on behalf of someone else, regardless of whether that individual is identified, the Company shall not view that individual as a client and shall not bear any responsibility to him/her unless otherwise specifically agreed.

#### 2. TERMS AND INTERPRETION

In this Agreement and/or in the Legal Documents, the following words shall have the following meanings: "Advance Payment" shall mean the deposit of funds by the Client to pay for future expenses. "Ask" shall mean the higher price in a quote. The price the Client may buy at. "Balance" shall mean the total financial result of all completed transactions and deposit/withdrawal operations on the trading account.

"Base Currency" shall mean the first currency in the currency pair, against which the Client buys or sells the quote currency.



"Bid" shall mean the lower price in a quote. The price the Client may sell at.

"Business Day" shall mean a working day from Monday till Friday.

**"Client Account"** shall mean any account opened by the Client at the Company including transitory accounts, trading accounts, partner accounts, manager's accounts, investor's accounts and other account types.

"Client's External Account" shall mean the bank and/or electronic account of the Client or the Client's Authorized Person.

"Client's External Account" shall mean the bank and/or electronic account of the Client or the Client's Authorized Person.

**"Authorized Person"** shall mean the person who shall be duly appointed by the Client and has the legal power to act on behalf of the Client.

"Client Terminal" shall mean the program or third party application which connects with the Server according to the FIX Protocol. It is used by the Client to obtain information on financial markets (the extent is determined by the Company) in real-time, to perform technical analysis, make transactions, place/modify/delete orders, as well as to receive notices from the Company. "Client Transactions" shall mean instructions and requests by the Client to the Company in relation to their trading and non-trading operations in the Company's Website and trading platforms. "Company Account" shall mean the bank or/and electronic account of the Company, and the

Company account in the processing center.

"Company News Page" shall mean the page on the Website where news is displayed.

**"Complete Transaction"** consists of two opposite transactions of the same size in different directions (open a position and close a position): buy in order to sell or sell in order to buy.

**"Contract Specification"** shall mean the principal trading terms (spread, lot size, minimum position volume, initial margin, margin for locked positions etc.) for each instrument displayed on the Website.

**"Credit/Debit Card"** shall mean a thin plastic card that contains identification information, with the help of which the cardholder can pay for purchases and services, as well as withdraw cash from the account.

"Credit/Debit Cardholder" shall mean the person whose information the card contains (first name, last name, signature) and who is authorized to maintain the card account.

"Currency Pair" shall mean the object of a transaction, based on the change in value of one currency against another.

"Electronic Payment System" shall mean a payment system operating with electronic money.

**"Equity"** shall mean the current composition of the trading account. The formula to calculate Equity is: Balance + Credit +/- Floating Loss.

**"Floating Profit/Loss"** shall mean non-fixed profit/loss on open positions at current market prices. **"Force Majeure"** shall mean lack of conformity of the terms and conditions of the Company and the terms and conditions of the counterparty, current market situation, possibilities of software or hardware of the Company or other situations which cannot be foreseen.

"Free Margin" shall mean funds on the trading account which may be used to open a position.

**"Fund Deposit"** shall mean the deposit of funds transferred by the Client or the Client's Authorized person and credited to the Company account for transfer to the Client's account.

**"Fund Deposit Notification"** shall mean a notification sent via the Client's account on the Website to confirm that the funds were credited to the Client's account.

**"Hedged Margin"** shall mean the amount required by the Company to open and maintain locked positions. The details for each instrument are in the Contract Specifications.

"Identification Information" shall mean, for an individual - the passport/ID information specified



in the Client Registration Form, and for a legal entity - the information from registration and founding documents specified while registering.

"Inactive Trading Account" shall mean a Client's trading account which has not had an open position, pending order, or non-trading operation in a 6 months period.

"Indicative Quote" shall mean information about the price of an instrument at which the Company is not obliged to execute instructions of the Client.

"Initial Margin" shall mean the margin required by the Company to open a position.

"Instruction" shall mean the Client's instruction to the Company to open/close a position, place, remove or change the level of the pending order.

**"Instrument"** shall mean any currency pair, spot metal, contract for difference and other financial instruments offered by the Company.

**"Internal Fund Transfer Request"** shall mean an instruction given via the Client's account on the Website to withdraw funds from the Client's account to another account open within the Company.

**"Locked Positions"** shall mean long and short positions of the same size opened on a trading account for the same instrument.

**"Long Position"** shall mean a Buy position that appreciates in value if market prices increase. Regarding currency pairs: buying the base currency against the quote currency.

**"Lot"** shall mean the abstract notion of the number of securities or base currencies in the trading platform.

**"Lot size"** shall mean the number of securities or base currency in one lot, as defined in the contract specifications.

"Margin Trading" shall mean trading using leverage, where the Client may make transactions of a certain size, while having significantly less funds on their trading account.

**"Website Portal"** shall mean the Client's personal page on the Company's website, access to which is secured by a login and password. This service is provided to the Client by the Company on the basis of the Client Agreement concluded between the Company and Client.

**"Website Portal Account Number"** shall mean the unique number assigned to each Client upon acceptance of this Agreement.

**"Website Service"** shall mean the service providing a Client with a personal account on the Company's website, designed for the Client's identification, maintenance of accounts, records of operations and support.

"Necessary Margin" shall mean the margin required by the Company to maintain open positions. The details for each instrument are in the contract specifications on the Website. For example, if the Client opens two buy lots, and three sell lots for the same instrument, then two buy lots and two sell lots are identified as locked positions, and one buy lot is identified as a non-locked position.

**"Non-Trading Operation"** shall mean operation involving the deposit of funds, withdrawal from a Client's account or transfers of funds between transitory and trading accounts of the Client.

**"Open Position"** shall mean the result of the first part of a completed transaction. In this case the Client shall be obliged to:

a.make a counter transaction of the same volume;

b.maintain equity no lower than the necessary margin level (this level may vary depending onan account type.

"Order Level" shall mean the price indicated in the order.

**"Pending order"** shall mean the Client's instruction to the Company to open or close a position when the price reaches the order's level.

**"Processing Center"** shall mean a legal entity or its department that supports the informational and technological interaction between payment participants.



**"Quote"** shall mean the information on the current rate for a specific instrument, shown in the form of the Bid and Ask price.

"Quote Currency" shall mean the second currency in the currency pair which can be bought or sold by the Client for the base currency.

**"Quote Request"** shall mean the Client's order to the Company to obtain a quote. Such a request shall not constitute an obligation to make a transaction.

"Rate" shall mean the value of the base currency in the terms of the quote currency.

**"Screenshot"** shall mean a digital image taken by the Client or the Client's authorized person using the operating system or software in order to communicate what is displayed on the computer screen.

"Security" shall mean any share, option, commodity, precious metal, interest rate, bond or stock index.

**"Server"** shall mean all programs and technology used to make and carry out the Client's instructions, as well as presenting trading information in real-time, with consideration of the mutual obligations of the Client and Company in correspondence with the relevant Regulation.

"Short Position" shall mean a Sell position that appreciates in value if market prices fall.

"Spike" shall mean an error quote with each of the following characteristics:

- a. a significant price gap,
- b. a price rebound in a short time period within a price gap,
- c. absence of rapid price movement before its appearance,
- d. absence of important macroeconomic indicators and/or corporate news of significant effectbefore its appearance. The Company has the right to delete from the quote database informationabout a spike.

**"Quote"** shall mean the information on the current rate for a specific instrument, shown in the form of the Bid and Ask price. "Quote Currency" shall mean the second currency in the currency pair which can be bought or sold by the Client for the base currency. "Quote Request" shall mean the Client's order to the Company to obtain a quote. Such a request shall not constitute an obligation to make a transaction. "Rate" shall mean the value of the base currency in the terms of the quote currency.

## 3. RESPECTIVE OBLIGATIONS

- 3.1. Subject to the Client fulfilling the obligations under this Agreement and the Legal Documents, the Company shall provide the Client with the ability to make operations prescribed by the capabilities of Website Portal and the Legal Documents. 3.2. The Company shall execute all Client transactions on an execution-only basis, neither managing the account nor advising the Client. The Company is entitled to execute Client transactions even if the transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and the Legal Documents, to monitor or advise the Client on the status of any Client transaction, to make margin calls, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client's order using quotes more favourable than those offered through the trading platform.
- 3.3. The Client shall not be entitled to demand the Company to provide investment or trading advice, or any information intended to encourage the Client to make any particular transaction.
- 3.4. If the Company does provide advice, information or recommendations to the Client, the Company shall not be held responsible for the consequences or result received from using these recommendations or advice. The Client acknowledges that the Company shall not, in the absence



of fraud, intentional failure to carry out its responsibilities or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, but not limited to, information regarding any Client transactions. Though the Company has the right to void or close any transaction in the specific circumstances set out in this Agreement or corresponding Legal Documents, any transaction the Client carries out following such an inaccuracy or mistake shall nonetheless remain valid and binding in all respects both on the side of the Company and of the Client.

- 3.5. The Company shall not affect physical delivery of currency in the settlement of any trading operation. Profit or loss in the deposit currency is deposited to/withdrawn from the Client's trading account immediately after a position is closed.
- 3.6. The Company and/or any related party of the Company or other affiliated parties may have material interest, a legal relationship or arrangement concerning a specific transaction in the Website Portal or in the trading platform or interests, relationships, or arrangements that may conflict with the interests of the Client. By way of example, the Company may:
- a. act as Principal concerning any instrument on the Company's own account by selling to orbuying the instrument from the Client,
- b. combine the Client's transaction with that of another Client,
- c. buy or sell an instrument the Company offers to the Client;
- d. advise and provide other services to partners or other clients of the Company who may haveinterests in instruments or underlying assets which conflict with the Client's interests,
- e. the Client consents to and grants the Company authority to deal with or for the Client in anymanner which the Company considers appropriate, notwithstanding any conflict of interestor the existence of any material interest in any transaction in Website Portal or in the tradingplatform, without prior notification of the Client. The Company's employees are required tocomply with a policy of impartiality and to disregard any material interests or conflicts of of of the Client.
- 3.7. The Company may periodically act on a Client's behalf in relation with parties with whom the Company or another affiliated party has an agreement permitting the Company to receive goods or services. The Company ensures that such arrangements shall operate in the best interest of Clients, for example, arrangements granting access to information or other benefits/services which would not otherwise be available. 3.8. Should the Company provide Swap-free accounts upon the Client's request, the Client accepts the terms and conditions of the Agreement and agrees, amongst other things, not to be charged for swaps on any trading account. However, if the Company suspects any fraud, manipulation, or other forms of deceitful or fraudulent activity related or connected to any/all of the transactions on one/ several Client's account(s) with the Company, the Company reserves the right to decide, at its sole discretion, to close all open positions on the Client's trading account and recover costs (equivalent to the swap and/or any profit amount) for all transactions currently and/or previously made on the account, whilst declining any further requests from the Client to be exempted from any swap charges. Swap-free requests made apply to all of the Client's trading accounts. The Company reserves the right to discontinue the provision of the Swap-free accounts without any prior notice.



#### 4. CLIENT REQUESTS AND INSTRUCTIONS

- 4.1. The Company processes and executes Client requests and instructions in accordance with the Legal Documents and the present Agreement.
- 4.2. The Company is entitled to decline a Client's request or instruction if any of the conditions set out in the Legal Documents have not been satisfied before the request or instruction is processed by the Company. However, the Company may, at its sole discretion, accept and execute the Client request or instruction, notwithstanding the lack of compliance with the Legal Documents. If the Company executes the Client request or instruction and subsequently becomes aware of a breach of the conditions of the Legal Documents, the Company may act in accordance with the Legal Documents.

#### 5. NETTING

- 5.1. For transactions between the Client and the Company, a conversion will take place using the current exchange rates in accordance with the Legal Documents.
- 5.2. If the accrued amount owed the Company by the Client under the Legal Documents is equal to the accrued amount owed the Client by the Company, the obligations of both sides will be cancelled out.
- 5.3. If the accrued amount owed by one party under the Legal Documents exceeds the accrued amount owed by the other party, then the party with the larger accrued amount shall pay the excess to the other party and following which all obligations to pay will be automatically satisfied and discharged.
- 5.4. The Client is obligated to pay any amount due, including all commissions, charges and other costs determined by the Company.
- 5.5. The Client may not transfer rights, vest responsibilities, or otherwise transfer or purport to assign rights or obligations under the Legal Documents without the Company's prior written consent. Any purported assignment or transfer in violation of this condition shall be considered void.

# 6. PAYMENTS

- 6.1. The Client may deposit funds to a Client account at any time.
- 6.2. Fund deposit to and withdrawal from the Client's account shall be governed by the Regulation for Non-Trading Operations.
- 6.3. If the Client is under the obligation to pay any amount to the Company which exceeds the Equity of the account, the Client shall pay the excess within 4 business days of the obligation arising.
- 6.4. The Client acknowledges and agrees that (without prejudice to any of the Company's other rights to close out the Client's open positions and exercise other default remedies against the Client in accordance with the Legal Documents) where a sum is due and payable to the Company in accordance with the Legal Documents and sufficient cleared funds have not



- yet been credited to the Client's account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to exercise its rights under the Legal Documents.
- 6.5. The Client shall hold full responsibility for the accuracy of payments executed. If the Company bank details change, the Client shall bear full responsibility for any payments carried out to the outdated bank details from the moment the new details are published in the Website.

#### 7. CLIENT FUNDS AND INTEREST

- 7.1. Client funds are held on Company accounts including segregated accounts opened in the Company's name for holding Client funds separate from the Company's funds.
- 7.2. The Client acknowledges and agrees that the Company will not pay interest to the Client on funds located on Client accounts. The Company reserves the right to establish when and how much interest it will pay on Client funds.

### 8. COMPLAINTS AND DISPUTES

- 8.1. The procedure for handling complaints and disputes is described in the corresponding Legal Documents.
- 8.2. All Clients are entitled to file a complaint with the Company's internal dispute resolution process sending an email to info@gfmarketsllc.com. An official reply for the requested submitted shall be provided within 25 days from the submission of the request.

#### 9. TRADING PLATFORM

- 9.1. The Company enables Clients to trade Contracts for Differences (CFDs) via its Trading Platforms on Desktop, Web Trader and Mobile.
- 9.2. The Client shall download and install the Trading Platform from the Company's Website and use it solely for the purpose of obtaining the services set out in the Agreement, all in accordance with and subject to the terms of this Agreement.
- 9.3. The Company makes no express or implied representation:
- 9.3.1. that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs and upgrades);
- 9.3.2. as to the operation, quality or functionality of the Trading Platform;
- 9.3.3. that the Trading Platform will be free of errors or defects; and
- 9.3.4. that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to the Client's data or other property.
- 9.4. The Client agrees to:
- 9.4.1. not use the Trading Platform for unlawful purposes or in any manner that breaches the terms of this Agreement;
- 9.4.2. interfere (nor attempt to) with or disrupt the proper operation of the Trading Platform, hardware, systems or networks, including (but not limited to) knowingly or negligently transmitting files that may contain malicious content capable of interfering in any way with the operation of the Trading Platform;
- 9.4.3. take any action which may cause the provision of the Trading Platform to other users to be interrupted or degraded.



- 9.5. The company reserves the right to disable the Expert Advisors option from trading accounts with zero funds if that causes an overload of our server. When trading accounts are funded, the client may request to enable EA option.
- 9.6. From time to time, acting reasonably, the Company shall have the right to add to, modify, or remove any of the Trading Platform(s) without liability under this Agreement. The Client agrees to accept such modification(s) as part of this Agreement.
- 9.7. The Client agrees that the Company shall have the right to perform Trading Platform routing maintenance and upgrades every Sunday between 19:00 and 20:30 server time (GMT+3), but not limited to, in emergency cases, with an expected downtime between 1 (one) to 20 (twenty) minutes. During the downtime the Client won't be able to access the Trading Platform, open new positions, close existing positions, transfer funds, and/or any other related actions as specified in the Client's Client Portal, and the Client shall be solely responsible to ensure that they have sufficient margin to support their open positions during the downtime. The Company will not be responsible for any loss arising due to stop loss, stop-out, and/or any other type of order resulted by a market gap.
- 9.8. MT4 password reset must be made from the Client Portal. Password changes via MT4 will be disabled by default.

#### 10. COMMUNICATION

- 10.1. The rules for communication between the Client and the Company are set out in the Legal Documents.
- 10.2. The Client shall submit all trading instructions through the client terminal. For specific account types, the Client may issue instructions and requests by phone. 10.3. The Client shall submit requests to debit or credit funds only in the Website and in accordance with the Legal Documents.

#### 11. CONSENT

By accepting the terms of this Agreement, the Client also agrees to receive emails from the Company to the Client's personal email address and other notifications sent directly to the Client by the Company as per the personal data the Client has provided upon registration.

# 12. TIME OF ESSENSE

The time periods of fulfillment by the Client and the Company of their obligations shall be an essential condition of all Legal Documents.

#### 13. EVENTS OF DEFAULT

- 13.1. Each of the following circumstances constitutes an event of default:
- a. Client's failure to pay any due amount under the corresponding Legal Documents and thepresent Agreement,
- b. Client's failure to fulfill any obligation to the Company,
- c. the initiation of proceedings by a third party for the Client's bankruptcy or for the company's liquidation (if the Client is a legal entity), or for the appointment of an administrator orreceiver in respect of the Client or any of the Client's assets (if the Client is a legal entity),



or(for both legal entities and individuals) if the Client makes a contract or an arrangement withtheir creditors concerning the settlement of their debt or any other analogous procedure is initiated regarding the Client,

- d. any representation or warranty made by the Client is or becomes false,
- e. Client's inability to pay debts when they fall due,
- f. if the Client dies or becomes legally incompetent; and
- g. any other circumstance where the Company reasonably believes that it is necessary ordesirable to take any action.
- 13.2. In cases of events of default by the Client, the Company may, at its sole discretion, at any time and without prior written notice to the Client, take one or more of the following steps:
- a. close out all or any of the Client's open positions at the current quote,
- b. debit the Client's account for amounts owed to the Company,
- c. close any or all of the Client's accounts held within the Company,
- d. refuse to open new accounts under the Client's name.

### 14. REPRESENTATIONS AND WARRANTIES

- 14.1. The Client shall represent and warrant that:
- a. the Client is duly authorized to enter into this Agreement, to issue instructions and requestsand to fulfill his/her obligations in accordance with the Legal Documents,
- b. the Client acts as principal,
- c. all actions performed under the Legal Documents will not violate any law, ordinance, charter, bylaw or rule applicable to the Client or in the jurisdiction in which the Client is resident, orany agreement by which the Client is bound or that concerns any of the Client's assets.
- d. any trading systems used by the Client are not targeted at exploiting any weakness in theCompany's software.
- 14.2. If the Client breaches clause 13.1 of this Agreement, the Company has the right to void any position or close out any or all of the Client's positions at the current price at any time, at its sole discretion.

# 15. GOVERNING LAW

- 15.1. This Agreement is governed by the laws of St Vincent and the Grenadines and/or the applicable regulations that are applicable for the Company.
- 15.2. With respect to any proceedings, the Client irrevocably.
- a. agrees that the courts of St Vincent and the Grenadines shall have exclusive jurisdiction tosettle any proceedings regarding this Agreement,
- b. submits to the jurisdiction of the courts of St Vincent and the Grenadines,
- c. waives any objection which the Client may have at any time to the laying of any proceedingsbrought in any such court;
- d. agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.



15.3. Where this Agreement and the Legal Documents are issued in a language other than English, the English language version shall prevail in the event of any conflict.

#### 16. LIMITATIONS OF LIABILITY

- 16.1. The Client will indemnify the Company for all liabilities, costs, claims, demands and expenses of any nature which the Company suffers or incurs as a direct or indirect result of any failure by the Client to fulfill any of the obligations under the Legal Documents. 16.2. The Company shall in no circumstances be liable to the Client for any consequential direct or indirect losses, loss of profits, missed opportunities (due to subsequent market movement), costs, expenses or damages the Client may suffer in relation to this Agreement, unless otherwise agreed in the Legal Documents.
- 16.3. The Client does not have the right to give third parties access passwords to the trading platform or the Website and agrees to keep them secure and confidential. All actions related to the fulfillment of the Legal Documents and/or the usage of logins and passwords are considered executed by the Client. The Company does not bear responsibility for the unauthorized use of registration data by third parties.
- 16.4. The Client acknowledges and accepts that margin trading is highly speculative as specified in the Risk Disclosure on the Company's Website. The Client acknowledges and accepts that margin trading may bring significant risks, including, but not limited to, legal and financial risks to the extent of causing unlimited losses, without any guarantee of retaining the capital invested or generating any profits. The Client acknowledges and accepts that margin trading transactions are suitable only for individuals who are able to bear financial losses risking their initial deposits and who have the financial comfort to suffer substantial losses without an impact on their living standard.

#### 17. FORCE MARJEURE

- 17.1. The Company may, having just cause, determine that a Force Majeure event (uncontrollable circumstances) exists, in which case the Company will, in due course, take reasonable steps to inform the Client. Force Majeure circumstances includes without limitation:
- a. any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, communication equipment or supplier failure, hardware or software failure, civil unrest, government sanction, blockage, embargo, lockouts) which, in the Company's reasonable opinion, prevents the Company from maintaining market stability in one or more of their struments;
- b. the suspension, liquidation or closure of any market or the imposition of limitsor special or unusual terms on trading on any such market or on any such event.
- 17.2. If the Company determines with just cause that a Force Majeure event exists (without infringing any other rights under the Legal Documents), the Company may at any time and without giving prior written notification take any of the following steps:



- a. increase margin requirements,
- b. close any or all open Client positions at prices the Company reasonably considers fair,
- c. suspend or modify the application of any or all terms of the Legal Documents to the extentthat the Force Majeure event makes it impossible or impractical for the Company to complywith them,
- d. take or not take action concerning the Company, the Client and other clients as the Companydeems to be reasonably appropriate in the circumstances.
- 17.3. The Company does not bear responsibility for not fulfilling (improperly fulfilling) its obligations when prevented from doing so by force major circumstances.

#### 18. MISCELLANEOUS

- 18.1. The Company has the right to suspend service to the Client at any time for any justified reason (notification of the Client is not required). 18.2. In the event that a situation arises that is not covered under the Legal Documents, the Company will resolve the matter on the basis of good faith and fairness and, when appropriate, by taking action consistent with market practice.
- 18.3. No single or partial exercise or failure or delay in exercising any right, power or privilege (under this Agreement or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of that or any other right, power or remedy arising under the Legal Documents or applicable law.
- 18.4. If any term of the Legal Documents (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason, then such term shall be deemed severable and not form part of this Agreement and the Legal Documents, but the remainder of the Legal Documents shall continue to be valid and enforceable.
- 18.5. If GF Markets suspects or has reason to believe that a client has abused or attempted to abuse the present Agreement and/or any of the Legal Documents and/or any of the services provided by GF Markets, or has acted in bad faith, GF Markets reserves the right, at its sole discretion, to deny, withhold, withdraw or terminate from that client the services and, if necessary: (i) to withhold, cancel and subtract from that Client's account(s), (ii) to terminate that Client's access to services provided by GF Markets and/or terminate the contract between GF Markets and the Client for the provision of services (iii) to block that Client's Account(s) (however, save it where otherwise required by a relevant authority) and to arrange for the transfer of any unused balance, as well as any profits which the Company deems to have been gained via abusive behaviour, to the Client.

#### 19. AMENDMENT AND TERMINATION

- 19.1. The Client acknowledges that the Company shall have the right to amend:
- a. any part of this Agreement or the Legal Documents at any time, having provided to the Clientthe notice of such amendments,
- b. other trading conditions with written notification to the Client of a minimum of 1 (one) calendar day. Amendments come into force from the date specified in the notice. In event



- offorce major circumstances at the markets the Client recognizes the right of the Company tomake amendments to the Legal Documents immediately, without prior notification.
- 19.2. The Client acknowledges that the Company shall have the right to undertake amendments, without prior notification. The Client shall be responsible to regularly review the Company's Website for any amendments to the present Agreement and the Legal Documents. 19.3. The Client acknowledges that the Company may introduce new products and services without providing prior notification. 19.4. The Company retains the right to refuse the Client for providing services via the Website without explanation. 19.5. Termination of this Agreement will not abrogate any obligations held by either the Client or the Company regarding any outstanding transaction or any legal rights or obligations which may already have arisen under this Agreement or the Legal Documents, particularly relating to any open positions and deposit/withdrawal operations made on the Client's account. 19.6. Upon termination of this Agreement, all amounts owed by the Client to the Company must be settled immediately, including, but not limited to:
- a. all outstanding fees, charges, and
- b. any expenses incurred by terminating this Agreement, and
- c. any losses and expenses sustained by the Company in closing out any transactions or inconnection with any other of the Company's obligations initiated or caused by the Client.