

# GENERAL TERMS & CONDITIONS

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Effective from 01/12/2025 until Further Notice

## CUSTOMER AGREEMENT

This is a legal contract between Ava Trade Markets Ltd, herein after known as ("Ava Trade", "us" or "we") its successors and assigns, and the party/parties (the "Customer", "client" or "you") executing this document. This document, together with our [Risk Disclosure Statement](#), [Trading Conditions and Charges](#), [Futures Pricing](#), and [Privacy Statement](#), represents the terms with which Ava Trade will do business with Customer. This document sets out the respective rights and obligations of both parties in connection with this service and both parties will accept and be bound by these terms on acceptance of the terms contained herein and on completion of the application form by Customer.

In connection with opening an account with Ava Trade to speculate in, and/or purchase, and/or sell, Forex, Contracts for Differences (hereinafter referred to as "CFDs"), Options (hereinafter referred to as "Options"), contracts traded on futures exchanges (hereinafter referred to as "Futures") and Spread Betting, in commodities, metals, currencies and indices, and the receipt of such other services and products as Ava Trade may, in its sole discretion, determine to offer from time to time in the future, Customer acknowledges that it has been advised and understands the following factors concerning trading in the over the counter market ("OTC") and/or Spread Betting market, in addition to those contained in the [Risk Disclosure Statement](#) which has been provided to Customer. We trade contracts for differences ("CFD") transactions in OTC.

In consideration of Ava Trade agreeing to provide services to "Customer", "client" or "you" in connection with the purchase of Forex, CFDs, Options, Futures and Spread Betting in commodities, currencies, metals and indices and the receipt of such other services and products as Ava Trade may, in its sole discretion, determine to offer from time to time in the future and which may be purchased or sold by or through Ava Trade for Customer's accounts(s), Customer agrees that the following rights and obligations will govern the relationship between Ava Trade and Customer.

By executing this Agreement, customers residing or located within the territory of the People's Republic of China ("PRC Investors", for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan) acknowledge and confirm that they have approached Ava Trade on their own initiative, without any solicitation, marketing, promotion, or advertisement by Ava Trade, its subsidiaries, affiliates, agents, or any third party acting on Ava Trade's behalf. PRC Investors further acknowledge that their decision to open an account and engage in trading activities with Ava Trade was made independently and voluntarily, in accordance with Ava Trade's Terms and Conditions, and that Ava Trade has not conducted or directed any active marketing, promotional, or solicitation activities toward PRC Investors or any other person in the PRC.

## IMPORTANT NOTICES

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OTC trading means that trading does not take place on a regulated exchange. There are no guarantees as to the credit worthiness of the counter party of your Forex, CFDs, Futures, Options and Spread Betting position. Also, there may be certain cases in which trading liquidity decreases, causing Forex, CFDs, Options, Futures and Spread Betting in commodities, currencies, metals and indices to cease, thereby preventing the liquidation of an adverse position which may result in a substantial financial loss.

Ava Trade does not provide investment advice. The market recommendations, signals, information provided by and/or distributed by Ava Trade are general in nature and based solely on the judgment of Ava Trade's personnel or from third party information providers. These market recommendations may or may not be consistent with the market position or intentions of Ava Trade, its affiliates, and/or employees. The market recommendations and information provided by Ava Trade are based upon information believed to be reliable, but Ava Trade cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading Forex, CFDs, Options, Futures and Spread Betting. Any market recommendations of, or information provided by, Ava Trade does not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any OTC transaction. Customer understands and hereby agrees that Customer is capable of, and solely responsible for, assessing the merits and risks of any trade it may enter into with Ava Trade.

Customer understands that Ava Trade does not permit its Customer representatives to either exercise discretion or manage an OTC account. If Customer's account is not being traded with Customer's authorisation, Customer must notify Ava Trade immediately.

All deposits to PRC Investors trading accounts must be processed exclusively through independent, duly licensed third-party payment service providers, and solely at the PRC Investor's own initiative and responsibility. Ava Trade does not initiate, arrange, process, or facilitate any cross-border transfer, remittance, or payment of funds on behalf of any PRC Investor. Ava Trade's does not provide, and shall not be deemed to provide, any fund transfer, remittance, or settlement services. For the avoidance of doubt, Ava Trade's role in receiving funds from PRC Investors is strictly limited to the passive receipt of funds remitted by independent third-party payment service providers engaged by the PRC Investor.

Ava Trade's margin policies and/or the policies of those banks/clearing houses through which trades are executed may require that additional funds be provided to properly margin Customer's account and Customer is obligated to immediately meet such margin requirements. Failure to meet margin calls may result in the liquidation of any open positions with a resultant loss. Ava Trade reserves the right to refuse to accept any order.

Customer understands that it must carefully review the reports relating to Customer's trading posted online by Ava Trade. All reports of execution and statements of accounts will be deemed final unless customer objects within two business days of being posted. Objections may be made initially by email or by telephone, but must be confirmed thereafter in writing.

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Customer understands that Ava Trade may establish rules and provisions for client accounts, including but not limited to minimum account size, investment time period, commissions and fees, leverage size per instrument, mark ups, rules relating to stop losses and limits, rules relating to rollovers, rules relating to margin calls, or any other financial arrangement, and that such rules and provisions may be changed by Ava Trade from time to time.

Customer has read and understands the Customer's obligations and rights under this Customer Agreement and agrees and acknowledges that this Customer Agreement, the Risk Disclosure Statement and the Privacy Statement will comprise the terms of the Customer's relationship with Ava Trade. The Customer agrees that Customer is fully responsible for making all decisions as to transactions effected for Customer's account. Customer has considered the foregoing factors and in view of Customer's present and anticipated financial resources, Customer is willing and able to assume the substantial financial risks of OTC trading.

The information provided herein has been prepared solely for general informational purposes, and may not be copied or redistributed within the territory of the People's Republic of China ("PRC", for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan). The financial instrument involved in the transactions concluded by users through this platform are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China ("PRC", for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by PRC laws.

Nothing contained in this platform constitutes an investment invitation or recommendation to any financial instruments and is not an offer to buy or sell any financial instruments or to participate in any trading strategy.

PRC Investors shall be responsible for determining whether the purchase and trading of products provided on this platform and the remittance of funds to this platform is in compliance with applicable laws, as well as complying with applicable laws at all times. Ava Trade does not offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, you should determine, in consultation with your own legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should make your own independent decision to enter into any transaction and as to whether any transaction is appropriate or proper for you based on your own judgment and upon advice from such advisors as you deem necessary. You should consult (and continue to consult) with your own legal, regulatory, tax, business, financial, investment, accounting and regulatory capital advisers as well as such other advisers as you deem necessary. No communication (written or oral) received from these entities will be deemed to be an assurance or guarantee as to the expected results or performance of any transaction. Neither Ava Trade Ltd nor any of its marketing partners or associate companies is acting as in a fiduciary capacity in respect of any transaction.

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This platform contains information that is based upon information generally available to the public reasonably believed to be reliable ("Public Information"). No representation is given with respect to the accuracy or completeness of the Public Information, and it may change without notice. This platform is operated by a non-PRC entity and only provides auxiliary technical support.

Customer acknowledges that Ava Trade and/or any of its subsidiaries, marketing partners or agents, and their personnel have not, directly or indirectly, marketed, offered or sold any of the CFDs in the People's Republic of China ("PRC", for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by PRC laws. Customer has obtained all prior approvals that are required from PRC regulators, whether statutorily or otherwise, for direct or indirect purchase CFDs.

**IT IS THE CUSTOMER'S RESPONSIBILITY TO FIND OUT ALL NECESSARY INFORMATION ABOUT TRADING IN FOREX, CFDs, OPTIONS, Futures AND SREAD BETTING AND AVA TRADE TERMS AND CONDITIONS AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO ANY TRADING ACTIVITY.**

## 1. TERMS AND HEADINGS

- 1.1 "Ava Trade" shall, where the context so permits or requires, be deemed to mean Ava Trade Markets Ltd its subsidiaries and affiliates and their successors and assigns;
- 1.2 "Customer" shall mean the party (or parties) who have agreed to be bound by the terms of this Agreement;
- 1.3 "Agreement" shall include this agreement and all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's account with Ava Trade.

The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

## 2. INFORMATION ABOUT AVA TRADE

- 2.1 Ava Trade, trading as "Ava Trade", is a member of the Ava Group.

The Ava Group consists of the following members, each of which is licensed and regulated by financial authorities worldwide:

- Ava Trade Markets Ltd.
- AVA Trade EU Limited.
- Ava Capital Markets Australia Pty Ltd

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- Ava Trade Japan K.K
- Ava Capital Markets Pty Ltd
- Ava Trade Middle East Limited
- D.T. Direct Investment Hub Ltd
- Atrade Ltd.
- Ava Trade Kenya Ltd

2.2 Ava Trade Markets Ltd is a registered financial services company in the British Virgin Islands and is fully licensed and regulated by the British Virgin Islands Financial Services Commission. The B.V.I Financial Services Commission is the Territory's single financial services Regulator responsible for authorising and licensing companies or persons to conduct financial services business.

## 3. CATEGORISATION

3.1 It is our policy to treat all of our clients as retail clients irrespective of the existence of any categorisations in the client's country of residence.

## 4. COMMUNICATION

4.1 The principal method of communication between Ava Trade and Customer will be electronically via Ava Trade's website and on-line trading platforms.

4.2 Information regarding orders placed and executed will be addressed personally to Customer through a customer specific account.

4.3 However, certain information will be provided generally on our website, such as general market recommendations and Customer hereby consents to receiving information not addressed personally to customer in that form and you confirm that you have regular access to the internet and our website.

4.4 Customer may also place orders via the phone with our dealing room. In the course of our dealings with you, you may place orders with us via our on-line trading platform in the languages which are posted on our website, which is updated with additional languages from time to time.

4.5 Where orders are placed by phone via the dealing room you may communicate with us in any one of the languages which are listed on the website.

4.6 All written communications from us to you will be in the language used to register your account via our website.

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- 4.7 All communications, publications, or materials provided by Ava Trade, including those available on its websites, trading platforms, or social media channels, are intended solely for general informational purposes and do not constitute, nor shall they be construed as, marketing, solicitation, or promotion of financial services or products to any person.
- 4.8 PRC Investors acknowledge and confirm that they have accessed Ava Trade's services entirely on their own initiative and not as a result of any solicitation, marketing, or promotion by Ava Trade, its subsidiaries, affiliates, agents, or any third party acting on its behalf.

## 5. AUTHORISATION TO TRADE

- 5.1 Ava Trade is authorised to enter into Forex, CFDs, Options, Futures and Spread Betting contracts on an over-the-counter basis with Customer in accordance with Customer's oral or written or computer instructions, subject to the terms of this Agreement and all annexes hereto. Ava Trade enables Customers, on an execution only basis, to conduct transactions and hold positions in derivatives via the network of brokers, clearing members, counterparties, banks, stock exchanges and other parties with whom Ava Trade has a direct or indirect relationship
- 5.2 For trading in Futures, Customer hereby acknowledges that Ava Trade is not the counterparty of the Futures contracts but acts as an intermediary/commission agent in its own name for the account and risk of the Customer. Ava Trade has appointed a 3<sup>rd</sup> Party Futures Commodities Merchant ('FCM') for the omnibus accounts where client funds are received and held, with the exception of a limited proportion, based on operational requirements, which is held with the clearing members and the futures exchanges. Ava Trade has appointed a 3<sup>rd</sup> Party Futures Commodities Merchant ('FCM') clearing member as executing broker and clearer. Without derogating from the foregoing, Ava Trade reserves the right to select, at its sole discretion, any other intermediate commission agent, broker and/or trading venues as its correspondent executing and/or clearing broker to carry out an execution of a Futures contract. In the case of default or improper performance, Ava Trade will assign its claims against the engaged agents or bodies to the applicable Customer. Insofar as any third party clearing member, agent, broker and/or trading venue requires from Ava Trade, the Customer cannot exercise rights against such third parties and will not hold them liable for damage. The Customer acknowledges that each Futures contract shall be deemed a Collateral Margined Transaction under the 'Client Asset Requirements' issued by the Central Bank, since each Futures order will be affected by Ava Trade for a Customer under the terms of which the Customer will, or may, be liable to make a deposit of cash or give collateral, either at the outset or subsequently, in order to secure performance of an obligation which the Customer may have to perform when the transaction fails to be completed or upon the earlier closing of the Customer's position with such Futures contract.
- 5.3 On completion of the application form by Customer, Ava Trade will issue Customer with a secure password which is to be used with the chosen user-name of the Customer.

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- 5.4 Ava Trade's security systems are designed to ensure that any information provided to and from Customer is securely transmitted. Customer is obligated to keep passwords secret and is solely responsible for ensuring that third parties do not obtain access to the password or Ava Trade's trading facilities.
- 5.5 Customer agrees to be exclusively responsible for any instruction received electronically that is identified with Customer's password and account number and for any electronic, oral and written instruction to Ava Trade from persons Ava Trade in its sole judgment, believes are apparently authorized by Customer.
- 5.6 If Customer's account is titled as a joint account, Ava Trade is authorised to act on the instructions of any one owner, without further inquiry, with regard to trading on the account and the disposition of any and all assets in the account.
- 5.7 Ava Trade shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or omitted to be taken by Ava Trade in reliance on any such instructions or on the apparent authority of any such persons.
- 5.8 Ava Trade has the authority to require joint action by the owners of the account in respect of the account. Ava Trade may send all correspondences and documents in respect of the account to any one owner of a joint account.
- 5.9 Ava Trade has possession over the security of the account whether individual or joint.
- 5.10 If a death occurs to one or more of the owners of a joint account, Ava Trade shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account.
- 5.11 Up to the time valid written notification is provided to Ava Trade, each owner of a joint account is presumed to have an equal share in the joint account.

## 6. APPROPRIATENESS OF TRADING

- 6.1 Although Ava Trade issues general market recommendations, these should not be construed as personal recommendations or advice to trade with Ava Trade. As such we are under no obligation to assess the suitability or otherwise of the Customer trading Forex, CFDs, Options, Futures and Spread Betting with Ava Trade. All trades entered into by Customer represent an independent decision by the Customer to trade with Ava Trade.

## 7. GOVERNMENTAL COUNTER PARTY INSTITUTION AND INTERBANKING SYSTEM RULES

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- 7.1 All transactions under this Agreement shall be made in accordance with usage, rulings and interpretations of the counter party institution, exchanges or other interbank market (and its clearing organization, if any) and with all applicable laws and regulations.
- 7.2 If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market, exchange or clearing organization which shall be binding upon Ava Trade and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect.
- 7.3 Customer acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Customer shall not thereby be given any independent legal or contractual rights with respect to such requirements.
- 7.4 While trading in Futures, if any regulated market, exchange, clearing broker or other agents engaged by Ava Trade takes any action which affects a transaction or contract in Futures, directly or indirectly, then Ava Trade is entitled to take any action it considers desirable or appropriate in its sole discretion in relation to any Futures contract or transaction with the Customer. In addition, if trading in particular contracts is suspended, in whole or in part, on a futures exchange and all transaction orders are therefore cancelled, all orders of the Customer for such suspended contracts shall also be deemed cancelled.

## 8. MARGINS AND DEPOSIT REQUIREMENTS

- 8.1 Customer shall provide to and maintain with Ava Trade margin in such amounts and in such forms as Ava Trade, in its sole discretion, may require which may include initial margin and/or maintenance margin requirements.
- 8.2 Such margin requirements may be greater or less than margins required by those banks or brokers with which trades are executed or under rules of exchanges of clearing houses or governmental and other regulatory agencies.
- 8.3 Ava Trade may change margin requirements at any time for any open or new positions and for some or all products, in Ava Trade's sole discretion.

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- 8.4 Customer shall monitor their account so that at all times so that the account contains sufficient equity to meet margin requirements. Customer shall maintain, without notice or demand, sufficient equity at all times to continuously meet margin requirements.
- 8.5 Customer agrees to deposit by immediate wire transfer, or other payment method acceptable to Ava Trade, such additional margin when and as required by Ava Trade and will promptly meet all margin calls in such mode of transmission as Ava Trade in its sole discretion designates.
- 8.6 For the purpose of determining a Customer's compliance with Ava Trade margin requirements, Ava Trade will determine in its sole discretion the values of positions and assets in such Customer's account. Ava Trade's calculations may differ from the values or prices disseminated by exchanges or other market data sources and Ava Trade shall have sole discretion in deciding whether and how to value securities, derivatives, OTC products or other investment products. Ava Trade may raise margin requirements in advance of an upcoming change in the required exchange or clearing house margin even before the effective date of such change.
- 8.7 Ava Trade may at any time proceed to liquidate Customer's account, unilaterally and possibly without prior notification, including without limitation in the event (i) equity of an account no longer meets the margin requirements specified by an Ava Trade partner or depository bank, (ii) Ava Trade anticipates that the holding of an option position or any other position in the Client's account likely will result in a future margin violation or (ii) Ava Trade determines that liquidation is necessary or advisable for its protection. Customer acknowledges that even if a margin call is issued, Ava Trade still may liquidate positions at any time. Any failure by Ava Trade to enforce its rights hereunder shall not be deemed a waiver by Ava Trade to enforce its rights thereafter. Customer cannot choose which positions will be liquidated to cover a margin call and such decision shall be made solely by Ava Trade, its partners and/or a depository bank.
- 8.8 Ava Trade retains the right to limit the amount and/or total number of open positions which Customer may acquire or maintain at Ava Trade, and to increase margin requirements in advance of earnings or other news or events, with or without notice, either before such events or retroactively or at any other time that it deems at its sole discretion.
- 8.9 Ava Trade may reject any order if the account has insufficient equity to meet margin requirements, and may delay processing any order while determining margin status. Orders must be placed allowing sufficient time to execute and to calculate margin requirements.
- 8.10 Profits deriving from a transaction shall be added to Customer's account as additional margin, as long as the transaction is open, and upon the closing of the transaction, as an addition to the available balance for withdrawal.
- 8.11 Losses deriving from a transaction shall be deducted from Customer's account.

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8.12 Ava Trade may reject any order if the account has insufficient equity to meet margin requirements, and may delay processing any order while determining margin status. Orders must be placed allowing sufficient time to execute and to calculate margin requirements.

## 9. BONUSES

9.1 Ava Trade may elect to grant a benefit to Customer by depositing bonus amounts in Customer's trading account, subject to certain terms and conditions as shall be determined by Ava Trade, at its sole discretion. Such bonus amounts may not be withdrawn by Customer, unless Customer complies with the applicable trading requirements posted on Ava Trade's website as may be amended from time to time or as communicated to Customer.

9.2 Participation in the bonus offering by related parties or intermediaries is prohibited. If the registration and/or trading data of a Customer corresponds with the registration and/or trading, including but not limited to IP address and/or devices, of another Customer, the company reserves the right to regard this matching as a reason for immediate termination of such bonuses and/or any trades or profits associated with Customer's account(s). For the purposes hereof, the term "Related Party/Intermediary", when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any participant in receiving of a bonus, including, without limitation:

- (i) family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
- (ii) person or entity, whom any participant in receiving of bonus, directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the receiving of a bonus;

9.3 Clients must complete trading requirements within 100 days of receiving the bonus. To convert the bonus to a cash withdrawable sum, the Customer must trade \$30,000 volume for every \$1 of bonus received

9.4 If the Customer's positions are closed due to a stop out before having the bonus added, the Customer is not eligible for the bonus.

9.5 If Ava Trade suspects or has reason to believe that Customer has attempted fraudulent activity in order to claim a bonus, or any other promotion, Ava Trade reserves the right to:

- (i) Cancel or reject the bonus promotion, and any related Trading Agent bonus, at its sole discretion

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- (ii) To terminate Customer's access to services provided by Ava Trade and/or terminate the contract between Ava Trade and the Customer for the provision of services,
- (iii) To block Customer's Account(s) and to arrange for the transfer of any unused balance to Customer.

9.6 If Ava Trade suspects or has reason to believe that Customer has abused the terms and conditions of a bonus offer by hedging positions internally (using other trading accounts held with Ava Trade) or externally (using other trading accounts held with other brokers), Ava Trade reserves the right to cancel bonuses, and any trades or profits associated with Customer's account(s).

9.7 Bonus promotions may be restricted in certain jurisdictions.

9.8 Customers from Pakistan, India, Indonesia, Thailand, Malaysia, Vietnam and Bangladesh are not currently eligible for any bonus offering.

9.9 In the event of internal transfers between Customer's trading account, any active bonus will be cancelled.

9.10 The bonus is applicable on deposited amount only to the bonus designated account. The Customer is not eligible for the bonus on internal transfers.

9.11 Ava Trade reserves the right to cancel or reject bonus promotions at its sole discretion, without having to explain reasons to Customer.

9.12 The Company, at its sole discretion, reserves the right to nullify all previously credited trading bonuses of a Customer's trading accounts and/or any transactions, profits, or losses associated therewith, in the event of any indication or suspicion of arbitrage (including but not limited to risk-free profiting), abuse (such as trading patterns that suggest an intent to solely exploit the trading bonus without genuine engagement in market trading or risk-taking), fraud, manipulation, cashback arbitrage related to the trading bonus, or any other deceptive or fraudulent behavior. In such cases, the Company may also, at its discretion, close the Customer's trading account(s), cancel all orders, and revoke any profits accrued. The Company shall bear no responsibility for any consequences arising from the cancellation of the trading bonus, including, but not limited to, the closure of orders due to Stop Out.

9.13 Any commissions derived from any partner with relation to point 9.12 will become null and void.

9.14 Clients who receive a bonus cannot also receive other commissions, such as cash back, either for existing or future instruments that Ava Trade will offer to their traders

## 10. OPTIONS

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- 10.1 Options are contracts that give the buyer the right, but not the obligation, to buy (in the case of a Call Option) or to sell (in the case of a Put Option) a specified FX/CFD at a specified price (the "Strike") at a specified time and date (the "Expiration"), from or to the seller of the option. These are commonly known as European style vanilla options.
- 10.2 The proceeds of the purchase or sale of an Option (the "Cost", or "Premium") will be immediately debited or credited to the cash balance of the account. At Expiration, Options that are in the money will be automatically closed out at intrinsic value, that is, in the case of Call Options, the amount by which the closing price of the specified FX/CFD exceeds the strike price, and in the case of Put Options, the amount by which the Strike exceeds the closing price of the specified FX/CFD. For long Call and short Put positions, the closing price will be the prevailing bid price of the underlying FX/CFD at Expiration; and for short Call and long Put positions, the closing price will be the prevailing ask (offer) price of the underlying FX/CFD, as determined by Ava in its sole discretion. Options that are not in the money will expire worthless.
- 10.3 The Customer acknowledges, recognizes and accepts that Ava Trade quotes variable spreads on Options. The Client is specifically made aware that variable option spreads are affected by actual market conditions, which are beyond Ava Trade's control. Ava Trade does not guarantee any maximum or minimum quotable option spreads. There may be times when Options quotes are not available in some underlying FX/CFDs.
- 10.4 We allow you to perform various transactions, including in respect of options based on various indices that shall be defined by us from time to time (for example, index rates and stock and option rates), and to receive financial information and various other services as we shall determine in our sole discretion. Prior to effecting any transaction, we advise you to read the explanations that may be found on the website regarding each type of transaction. The rules of trade are set exclusively by AVA.
- 10.5 We will make available, by posting on [www.avafx.com](http://www.avafx.com) / [www.Ava Trade.com](http://www.Ava Trade.com), the current price applicable to a share or index, and offer you the opportunity to submit a put or call position in respect of such share. Each position shall be for a specified expiry time. We expect that the current prices will be reasonably related to the actual prices of such shares available in the market. We make no warranty, express or implied, that the quoted prices represent prevailing quoted prices.

## 11. FUTURES

- 11.1 Non-Professional User
- 11.2 You declare that all market data, quotes or other content provided is exclusively for your own use and cannot be distributed or published in whatever format to any third party.

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- 11.3 The exchanges providing you with real-time market prices distinguish between professional and non-professional users of their market prices. The criteria defining a non-professional user may differ slightly from exchange to exchange and can evolve.
- 11.4 A non-professional user meets the following criteria:
  - (a) you are not a member of any exchange
  - (b) you have not as your primary business a purpose that involves trading
  - (c) you are not registered as a professional trader or investment adviser with any exchange, regulatory body or professional association
  - (d) you do not obtain market prices directly or indirectly on behalf of a financial institution
  - (e) you do not obtain market prices in order to manage the assets of any third party
  - (f) you obtain the market prices solely for a personal, non – commercial use in order to manage your own assets
- 11.5 If you are a professional user or real – time data or if you become one, you must inform us in writing.
- 11.6 Auto-Liquidation
- 11.7 Ava Trade offers a platform(s) with functionality that allows for Ava Trade, in its sole discretion, to automatically liquidate positions in margin-deficient accounts. Customer acknowledges and agrees that trading will be subject to auto-liquidation, without notice, at Ava Trade's sole discretion. Customer further acknowledges that auto-liquidation does not offer price certainty for existing positions nor does it create a "floor" or "limit" on potential trading losses. When possible, Ava Trade recommends that Customers submit orders to exit open positions.
- 11.8 In futures trading, the margin to buy or sell a contract and/or hold a contract from one trading session to and/or through another is commonly referred to as Overnight Margin. If a Customer intends to carry a position overnight (or does not intend to close its position prior to 15 minutes before the close), Customer must post Overnight Margin by 15 minutes before the close of the relevant exchange. The margin requirement is set by the exchange on which the contract trades but may be raised at any time by Ava Trade at our sole discretion. Day Margin refers to the amount of margin required to open, hold, and close a position within the same trading session and is generally a reduced holding requirement as compared to the Overnight Margin required by the exchange the asset is traded on. The reduced requirement of Day Margin can be used to increase leverage. This increased leverage can increase the risk associated with the trades.
- 11.9 Day Margin applies during exchange market hours up to 15 minutes prior to market close. At any other time of the day the account shall typically reflect Ava Trade' Overnight Margin

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requirements. The Customer is required to monitor their account to maintain sufficient margin at all times. In the event that the Customer's Equity, falls below the maintenance margin requirement and/or the full margin requirement during the closing period, or if positions are held within a predetermined number of ticks in front of lock limit up or down moves and prior to contract expiration, Ava Trade has the right, but not the obligation, in its sole discretion, to auto liquidate any or all of the open positions in the account. In the event of an auto liquidation, Ava Trade retains sole discretion to determine the order by which positions will be auto-liquidated. Ava Trade shall not be held liable for any losses arising from such liquidations. Ava Trade further has the right, but not the obligation, at its sole discretion to cancel any or all working orders affecting the Customer's Equity prior to liquidation. For the avoidance of doubt, Ava Trade may cancel working orders in certain other scenarios where liquidating a position is not necessary. Customer acknowledges and agrees to his/her account being auto liquidated as a market order. If for any reason, positions are unable to be liquidated, Customer remains liable for the positions and for adverse market movements affecting the account. Further, the Customer is liable and promptly shall pay any debit balance that may result from the account being auto liquidated.

## 11.10 AUTO LIQUIDATION FEES

11.11 In the event that the Customer's account is auto liquidated, Ava Trade may charge a fee to the Customer. Fees will be debited from the Customer's account. For all fees related to auto - liquidation, please visit our website at [avafutures.com](http://avafutures.com).

11.12 All transactions handled by Ava Trade on Customer's behalf shall be subject to the constitution, regulations, customs and interpretations of each exchange or market (and its clearing house, if any), on which the trades are executed, and to all applicable statutes and governmental regulations. Ava Trade shall not be liable to Customer as a result of any action taken by Ava Trade to comply therewith. Ava Trade's violation of any exchange or other self - regulatory organization's regulations shall not provide Customer with either a defense to a claim by Ava Trade or the basis of a claim against Ava Trade. Ava Trade has no obligation to ensure that Customer abides by the rules and regulations pertaining to it.

## 11.13 POSITIONS AND DELIVERIES

11.14 Customer acknowledges Customer's reporting obligations (regarding certain sized positions) under CFTC Regulations, including the obligation to complete Form 40 upon request by the CFTC. Customer acknowledges that the making or accepting of delivery pursuant to a futures contract may involve a much higher degree of risk than liquidating a position by offset. Ava Trade has no control over and makes no warranty with respect to grade, quality, or tolerances of any commodity delivered in fulfilment of a contract. Customer understands that, unless the contract specifications state to the contrary, every futures contract contemplates delivery and Customer shall promptly advise Ava Trade if Customer intends to make or take delivery. When Customer intends to take delivery, Customer shall deposit with Ava Trade the full value of the commodity

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at least one (1) business day prior to the first notice day and, in the case of short positions, at least four (4) business days prior to the last trading day. Alternatively, sufficient funds to take delivery or the necessary documents must be in the possession of Ava Trade within the same periods described above. If Ava Trade does not receive the aforementioned instructions, funds or documents, Ava Trade is authorized, at its discretion, to borrow or buy any property necessary to honor such obligation, and customer shall pay and indemnify Ava Trade for any costs, losses, penalties or damages (including, but not limited to delivery and storage costs) which Ava Trade may incur in fulfilling this responsibility.

11.15 Ava Trade does not permit physical or cash settlement of trades. The customer agrees that if they have open trades or open pending orders on instruments/assets 2 business days prior to the First Notice Date or the Last Trade Date of that instrument, whichever occurs first, the positions they have will be closed by Ava Trade and a fee may be charged.

11.16 To determine these dates, please visit the exchange's webpage and search for the exchange symbol. Once you locate the First Notice Date (FND) and the Last Trade Date (LTD) of the instrument, identify whichever occurs first, and then subtract 2 business days (T-2) to obtain the Ava expiry date

## 11.17 ORDERS

### 11.17.1 SLIPPAGE

11.17.2 You are warned that Slippage may occur when trading in Futures. This is the situation when at the time that an Order is presented for execution, the specific price showed to the Client may not be available; therefore, the Order will be executed close to or a number of pips away from the Client's requested price. So, Slippage is the difference between the expected price of an Order, and the price the Order is actually executed at. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Please be advised that Slippage is a normal element when trading in financial instruments. Slippage more often occurs during periods of illiquidity or higher volatility (for example due to news announcements, economic events and market openings and other factors) making an Order at a specific price impossible to execute. In other words, your Orders may not be executed at declared prices. It is noted that Slippage can occur also during Stop Loss, Take Profit and other types of Orders. We do not guarantee the execution of your Pending Orders at the price specified. However, we confirm that your Order will be executed at the next best available market price from the price you have specified under your pending Order. Among the orders that a customer can place on the platform are, but not limited to :

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## (a) Market Order (s)

A market order is an order to buy or sell a financial instrument at the current price. Execution of this order results in opening a trade position. Financial instruments are bought at ASK price and sold at BID price. Stop Loss and Take Profit orders can be attached to a market order. All Futures are executed per the Exchange Order Rules.

## (b) Take Profit

Take Profit order is intended for gaining the profit when the financial instrument price has reached a certain level. Execution of this order results in complete closing of the whole position. It is always connected to an open position or a pending order. The order can be requested only together with a market or a pending order. Under this type of order, the Company's trading platform checks long positions with Bid price for meeting of this order provisions (the order is always set above the current Bid price), and it does with Ask price for short positions (the order is always set below the current Ask price). Take Profit Orders are executed once the price reaches the requested level (stated prices).

## (c) Stop Loss

This order is used for minimization of losses if the financial instrument price has started to move in an unprofitable direction. If the financial instrument price reaches this level, the whole position will be closed automatically. Such orders are always connected to an open position or a pending order. They can be requested only together with a market or a pending order. Under this type of orders, the Company's trading platform checks long positions with Bid price for meeting of this order provisions (the order is always set below the current Bid price), and it does with Ask price for short positions (the order is always set above the current Ask price). Stop Loss Orders are executed at the first available price.

## 12. AVAPROTECT

- 12.1 AvaProtect is a risk management tool that offers protection against losses on a specific position for a chosen time frame in exchange for a fee paid at the time of purchase.
- 12.2 Customers may be offered AvaProtect at the time of opening positions, and at other times.
- 12.3 AvaProtect is only available via Ava TradeGO.
- 12.4 Each AvaProtect contract relates to a specific position (the "covered position") and is not transferable to other positions.
- 12.5 Each AvaProtect contract has a fixed Expiration Date and Time, or Term.

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- 12.6 The fee paid for AvaProtect is based on the expected volatility of the underlying position over the period of the contract.
- 12.7 Fees paid for AvaProtect are deducted from an account's free cash balance at the time of purchase.
- 12.8 The fee paid for AvaProtect is non-refundable.
- 12.9 AvaProtect does not refund any overnight interest costs, commissions, or other fees if applicable.
- 12.10 If a customer purchases an AvaProtect contract for a position, then
  - 12.10.1 If the customer realizes losses on a covered position prior to the AvaProtect Expiration date and time for any reason, including Stop Loss, Ava Trade will credit the account with the loss.
  - 12.10.2 If the customer has unrealized losses on a covered position as of the time the AvaProtect Expiration date and time, Ava Trade will credit the account with that unrealized loss, based on the prevailing market price of replacing the protected position, in Ava Trade's sole discretion. No action is required by the customer on the Expiration of AvaProtect to receive this credit, and the position remains open.
- 12.11 AvaProtect contracts have no value after the protected position is closed or after the Expiration date and time, whichever occurs first.
- 12.12 AvaProtect contracts have no impact on required margin, and accounts do not reflect any potential unrealized value of AvaProtect contracts.
- 12.13 Customers are always required to maintain adequate margin or positions may be closed.

## 13. CUSTOMER ASSETS

- 13.1 Interest is not payable by Ava Trade on client funds deposited by Customer.
- 13.2 All deposits to PRC Investors trading accounts must be processed exclusively through independent, duly licensed third-party payment service providers, and solely at the PRC Investors' own initiative. Ava Trade does not initiate, arrange, process, or facilitate any cross-border transfer, remittance, or payment of funds on behalf of any PRC Investor. Ava Trade does not provide, and shall not be deemed to provide, any fund transfer, remittance, or settlement services. For the avoidance of doubt, Ava Trade's role in receiving funds from PRC Investors is strictly limited to the passive receipt of funds remitted by independent third-party payment service providers engaged by the PRC Investors, in accordance with Ava Trade's Terms and Conditions.

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- 13.3 All funds, securities, currencies, and other property of Customer which Ava Trade or its affiliates may at any time be carrying for Customer (either individually, jointly with others, or as a guarantor of the account of any other person,) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by Ava Trade as security and subject to a general lien and right of set-off for liabilities of Customer to Ava Trade whether or not Ava Trade has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts Customer may have with Ava Trade.
- 13.4 Ava Trade may in its discretion, at any time and from time to time, without notice to Customer, apply and/or transfer any or all funds or other property of Customer between any of Customer's accounts.
- 13.5 Customer hereby also grants to Ava Trade the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Customers, to itself as broker or to others, any securities or other property of Customer held by Ava Trade as margin or security.
- 13.6 Ava Trade shall at no time be required to deliver to Customer the identical property delivered to or purchased by Ava Trade for any account of Customer.
- 13.7 This authorization shall apply to all accounts carried by Ava Trade for Customer and shall remain in full force until all accounts are fully paid for by Customer or notice of revocation is sent by Ava Trade from its home office.
- 13.8 Any failure by Ava Trade to enforce its rights hereunder shall not be deemed a future waiver of such rights by Ava Trade.
- 13.9 Ava Trade is irrevocably appointed as attorney in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on behalf of Customer, including the execution, delivery and filing of financing statements, that Ava Trade deems necessary or desirable to evidence or to protect Ava Trade's interest with respect to any collateral.
- 13.10 In the event that the collateral deemed acceptable to Ava Trade is at any time insufficient to satisfy Customer's indebtedness or other obligations to Ava Trade, including obligations to provide margin hereunder, Customer shall promptly pay upon demand the entire amount of such deficit.
- 13.11 Default of Credit Institution and Monitoring:
  - 13.11.1 In the event of default of one of our appointed credit institutions, Ava Trade does not accept responsibility and is not subject to any liability arising from losses to clients arising from such a default.

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13.11.2 However, we conduct appropriate and continuing risk assessment of our appointed credit institutions in order to ensure that our appointed credit institutions are safe repositories.

13.11.3 We will supply the details of our appointed credit institutions on request to retail clients, including the names of those institutions and the client account details.

13.11.4 Where Customer does not wish Ava Trade to deposit funds with a particular credit institution we will return such funds to Customer as soon as possible.

13.12 Pursuant to section 13.5 Customers trading on the Ava Futures platform agree to the transfer of full ownership of funds to Ava Trade for the purpose of securing or otherwise covering a required margin and as such the required margin will no longer be treated as belonging to the Customer. Ava Trade will deposit the required margin as collateral with its liquidity provider(s). These funds will not be registered in the customer's name. Funds deposited by the Customer in excess of the required margin will be treated as client funds in accordance with the Client Asset Requirements.

13.13 In the case of Futures contracts, Customer hereby expressly consents and agrees that Ava Trade may (i) pledge, charge or grant a security arrangement over customer assets to a relevant party or an eligible custodian; (ii) use customer assets as security for Ava Trade's own obligations; and (iii) return to a Customer assets which are not the original assets of such Customer.

Ava Trade has entered into an indirect clearing agreement ("Indirect Clearing Agreement"), with a 3<sup>rd</sup> party Futures Commodities Merchant ('FCM') through which shall provide for the execution and clearing of futures transactions ("Transactions") via an omnibus account. Pursuant to the Indirect Clearing Agreement, Transactions may be redirected by the FCM and executed and/or cleared by affiliates of the FCM or another affiliate of the FCM Group., or a non-affiliated third party. General terms that govern this agreement include:

13.13.1 Ava Trade shall maintain an omnibus account with FCM for the purpose of executing and clearing Future products traded on regulated exchange, and if agreed upon, any other allowable instruments, as offered by FCM for such account though FCM

13.13.2 Client Funds received by Ava Trade for the purpose of executing and clearing Future products traded on regulated exchange shall be held in FCM omnibus account.

13.13.3 FCM shall provide an omnibus basis, execution and clearing services as requested by Ava Trade;

13.13.4 FCM generally shall be responsible for receiving and accepting Ava Trade Customer orders (and modifications and cancellations thereof) and transmitting them for execution on various exchanges through FCM.

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13.13.5 FCM and Ava Trade reserve the right to reject any Ava Trade Customer order that may be transmitted to either of them for execution and/or clearing.

13.13.6 FCM shall perform certain cashiering, client money and custody services for Ava Trade Customers, Ava Trade Accounts and Ava Trade Transactions. Such services include, without limitation:

- (a) accepting and holding all money submitted to fund Ava Trade Accounts (including, without limitation, funds submitted for the purpose of satisfying Ava Trade's initial and maintenance margin requirements [collectively, "Margin Requirements"]);
- (b) receiving, delivering and transferring securities purchased and sold, borrowed and loaned and receiving and distributing payment therefor;
- (c) holding in custody and safekeeping all securities and payments so received (provided that, with respect to securities, such securities are delivered via the book entry system of a clearing organization acceptable to Ava Trade);
- (d) paying and charging interest on Ava Trade Accounts;
- (e) receiving and distributing dividends and other distributions;
- (f) processing securities as a result of corporate actions;
- (g) transferring funds to Customers; and
- (h) effectuating the liquidation of Ava Trade Customer positions or assets.

13.13.7 Extending credit to Ava Trade Customers, including complying with the Margin Requirements of Ava Trade and any relevant regulatory, self-regulatory or governmental body; and effecting stock loan and borrowing transactions in accordance with applicable law.

13.13.8 Performing certain collection services with respect to Ava Trade, including the collection of all commissions and fees and other monies or assets due from Ava Trade Customers under the terms of the Ava Trade Customer Agreement.

13.13.9 Performing certain back-office and record keeping and reporting functions with respect to Ava Trade Accounts, including the preparation of confirmations (contract notes) and account statements for Ava Trade Transactions, distributing such confirmations and account statements directly to Ava Trade Customers, maintaining books and records of all Ava Trade Transactions, and reporting such information as may be required by relevant regulatory or self-regulatory organizations or applicable law.

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## 14. CONFLICTS OF INTEREST

- 14.1 Ava Trade is required to maintain and operate effective organisational and administrative controls to take all reasonable steps to identify, manage, disclose and record conflicts of interest. In order to achieve this Ava Trade has established and implemented a Conflicts of Interest policy.
- 14.2 Where arrangements made by Ava Trade to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that risks of damage to client interests will be prevented, Ava Trade shall clearly disclose to the client the general nature and the sources of the conflicts of interest before undertaking business on the client's behalf.

## 15. COMPLAINTS

- 15.1 In the event that you have any query and/or concern and/or issue and/or problem and/or reason to feel dissatisfied with any aspect of our service, in the first instance you should contact our customer services team, as the vast majority of issues can be dealt with at this level, via: <http://www.AvaTrade.com/about-AvaTrade/contact-us>.
- 15.2 If our customer services team is unable to resolve the matter or you feel that our service has not met your expectations and you wish to raise this issue as a formal complaint, you must complete a Complaint Form, which is accessible in the legal documents section of our website. The completed Complaint Form accompanied by adequate supporting evidence (as necessary) must be submitted to [complaints@AvaTrade.com](mailto:complaints@AvaTrade.com) to be recorded as a formal complaint.
- 15.3 We will provide you with a regular written update on the progress of the investigation of the complaint at intervals of not greater than 20 business days;
- 15.4 We will attempt to investigate and resolve the complaint within 40 business days of having received the complaint;
- 15.5 Where the 40 business days have elapsed and the complaint is not resolved, we will inform you of the anticipated timeframe within which we hope to resolve the complaint.
- 15.6 Once an investigation of the complaint is completed, a Final Response shall be issued to the Client with the investigation's outcome(s) together with any required explanations and any remedy measures the Company intends to take.
- 15.7 A Complaint will be deemed as resolved or settled where the Company has sent in writing a Final Response to the Client.

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- 15.8 If you do not feel that your complaint has been resolved satisfactorily you are then able to refer your complaint to the British Virgin Islands Financial Services Commission ("BVIFSC").
- 15.9 The BVIFSC will act mainly as an intermediary, between the customer and Ava Trade, and seek to establish a factual account of the situation. The BVIFSC will work towards determining whether any violation of laws, regulations and/or policy guidelines has occurred.an independent organisation that was established to resolve disputes between financial institutions and their customers.
- 15.10 Any referral to the BVIFSC must take place within six years of our Final Response to you, and you should also note that the BVIFSC may not consider a complaint until we have had the opportunity to address the complaint. For further details, please visit BVIFSC's website [www.bvifsc.vg](http://www.bvifsc.vg).

## 16. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES

- 16.1 In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's accounts carried by Ava Trade, (d) insufficient margin, or Ava Trade's determination that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account; (e) Customer's failure to provide us with any information requested pursuant to this Agreement or any applicable law; or (f) any abuse of trading practices, manipulations and/or fraud by Customer or any other person authorized to use the account; or (g) any other circumstances or developments that we deem appropriate for its protection, and in Ava Trade's sole discretion, it may take one or more, or any portion of, the following actions:
  - (i) Satisfy any obligation Customer may have to us, either directly or by way of guaranty or suretyship, out of any of Customer's funds or property in Ava Trade's custody or control;
  - (ii) Sell any or purchase any or all Currency contracts, securities held or carried for Customer; and
  - (iii) Cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Customer.
- 16.2 Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives,

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heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

- 16.3 Prior demand or notice of sale or purchase shall not be considered a waiver of Ava Trade's right to sell or buy at any time in the future without demand or notice as provided above.
- 16.4 In liquidation of Customer's long or short positions, Ava Trade may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a hedge which in Ava Trade's sole judgment may be advisable to protect or reduce existing positions in Customer's account.
- 16.5 Any sales or purchases hereunder may be made according to Ava Trade's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and Ava Trade may purchase the whole or any part thereof free from any right of redemption.
- 16.6 For Customer's protection, Equity or Net Liquidation Value of the Customer's trading account drops below the Minimum Margin Requirement, all or some of Customer's open transactions shall be automatically closed, whether at a loss or a profit.
  - 16.6.1 For the Ava Trader and MetaTrader platforms, the Minimum Margin Requirement is equal to 10% of the Required Margin.
  - 16.6.2 For the AvaOptions platform, the Minimum Margin Requirement is equal to 50% of Required Margin.
  - 16.6.3 For the AvaFutures platform, the Minimum Margin Requirement is equal to 90% of Required Margin
- 16.7 If the amount in Customer's trading account is less than zero, Customer shall promptly notify Ava Trade and Ava Trade shall nullify the account.
- 16.8 Neither Ava Trade nor any of its subsidiaries, affiliates or agents shall be responsible for any loss or damage caused due to closing of positions in accordance with the above.
- 16.9 Customer shall at all times be liable for the payment of any deficit balance of Customer upon demand by Ava Trade and in all cases, Customer shall be liable for any deficiency remaining in Customer's account(s) in the event of the liquidation thereof in whole or in part by Ava Trade or by Customer.
- 16.10 In the event the proceeds realized pursuant to this authorisation are insufficient for the payment of all liabilities of Customer due to Ava Trade, Customer shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at Ava Trade's principal bank or the maximum interest

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rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like.

16.11 In the event Ava Trade incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Customer, Customer agrees to pay such expenses.

## 17. FEES/CHARGES

17.1 Fees arising out of Ava Trade providing services are outlined in the Trading Conditions and Charges and Futures Pricing pages.

17.2 Customer is aware that a part of Ava Trade's revenues derives from the spread on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. The standard spreads for all instruments are listed on Trading Conditions & Charges link - <http://www.Ava Trade.com/trading-info/trading-conditions>.

17.3 Ava Trade may increase or decrease spreads on any or all instruments, at its sole discretion, at any time without notification due to various mitigating factors – market sentiment, news times or announcements, trading volumes, market volatility and/or additional internal or external factors. This may be effected on an individual client basis or for all clients simultaneously.

17.4 Spreads may be increased where a third party inter alia – Affiliate, Introducing Broker, Marketing Partner, refer a Customer to Ava Trade. This additional spread may be transferred to the third party who referred the Customer as remuneration.

17.5 Where a customer requests a specific fee structure, a commission may be payable by Customer to open and close Forex, CFDs, Options, Futures and Spread Betting positions. Such commission payable will be debited from Customer's account at the same time as Ava Trade opens or closes the relevant Forex, CFDs, Options, Futures and Spread Bets.

17.6 Where we increase or introduce any new charges, we will post the changes on our website at least 7 days before they take effect.

17.7 We may also charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees.

17.8 In certain circumstances additional fees may include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organisations arising out of Ava Trade's provision of services hereunder.

17.9 Customer may incur additional fees for the purchase of optional, value added services we offer.

17.10 ROLLOVERS, OVERNIGHT INTEREST FOR FOREX, CFD, OPTIONS AND SPREAD BETTING:

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- 17.10.1 A daily financing charge may apply to each Forex, CFDs, Options and Spread Betting open position at the closing of Ava Trade's trading day as regards that Forex, CFD, Options and Spread Bet.
- 17.10.2 If such financing charge is applicable, it will either be requested to be paid by Customer directly to Ava Trade or it will be paid by Ava Trade to Customer, depending on the type of Forex, CFDs, Options and Spread Betting and the nature of the position Customer holds.
- 17.10.3 The method of calculation of the financing charge varies according to the type of Forex, CFDs, Options and Spread Betting to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR).
- 17.10.4 The financing charge will be credited or debited (as appropriate) to Customer's account on the next trading day following the day to which it relates.
- 17.10.5 Ava Trade reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of Forex, CFDs, Options and Spread Betting to which the financing charge applies.
- 17.10.6 For certain types of Forex, CFDs, Options and Spread Betting, a commission is payable by Customer to open and close Forex, CFDs, Options and Spread Betting positions. Such commission payable will be debited from Customer's account at the same time as Ava Trade opens or closes the relevant Forex, CFDs, Options and Spread Bets.
- 17.10.7 Trades in CFDs and Spread Betting are linked to the market price of a certain base asset, including the market price of future contracts. A few days prior to the expiration date of the base asset to which the CFD and Spread Betting is linked, the base asset shall be replaced with another asset, and the quotation of the CFD and Spread Betting shall change accordingly.
- 17.10.8 CFDs and Spread Betting does not have an expiration date.
- 17.10.9 Trades in CFDs and Spread Betting are continuous and the base assets to which they are linked vary from time to time.
- 17.10.10 Ava Trade reserves the right to determine the base asset to which CFDs and Spread Betting is linked, the date of replacement of the base asset, and the replacement conditions.
- 17.10.11 Following the replacement of the base asset, the quotation of the CFDs and Spread Betting shall be adjusted, and the Customer's account shall be credited or debited, as applicable, in accordance with the difference in quotations created due to the replacement of the base asset.

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17.10.12 The difference in quotations between the base assets is affected by the difference in rates between selling and buying of such assets in the market, and therefore the revaluation of selling and buying transactions shall be in different values.

17.10.13 Customers will incur costs in relation to the Spread Cost in closing the Old contract and Opening the New Contract and a Standard Overnight Interest charge.

17.10.14 In most cases, the debits shall be higher than credits.

17.10.15 Any open transaction held by Customer at the end of the trading day as determined by Ava Trade or over the weekend, shall automatically be rolled over to the next business day so as to avoid an automatic close and physical settlement of the transaction.

17.10.16 Customer acknowledges that when rolling over such transactions to the next business day, overnight interest may be either added or subtracted from Customer's account with respect to such transaction.

17.10.17 The overnight interest amount shall be determined by Ava Trade from time to time, in Ava Trade's absolute discretion.

17.10.18 Customer hereby authorizes Ava Trade to add or subtract the overnight interest to or from Customer's account for any open transaction that have accrued overnight interest, in accordance with the applicable rate thereto, each day at the time of collection specified on the trading platform for each individual instrument, as applicable.

17.10.19 Full information related to applicable charges can be found at [Trading Conditions and Charges](#)

17.10.20 FEES/CHARGES SPECIFIC TO FUTURES: Any additional fees and/or charges which may be applicable while trading in Futures are outlined in the Futures Pricing page

## 18. COMMUNICATIONS, STATEMENTS AND CONFIRMATIONS

18.1 Reports, statements, notices, trade confirmations, and any other communications will be posted online and may be transmitted to such address as Customer may from time to time designate in a written or electronic communication to Ava Trade.

18.2 Customer is responsible for alerting Ava Trade to any change in its e-mail address.

18.3 Communications are deemed received when made available to Customer by Ava Trade, regardless of whether Customer actually accessed the statement.

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- 18.4 Customer will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits.
- 18.5 Customer understands that it must carefully review the reports relating to Customer's trading posted online by Ava Trade.
- 18.6 Reports of the confirmation of orders and statements of accounts for Customer posted online by Ava Trade shall be deemed correct and shall be conclusive and binding upon Customer if not objected to within two business days of the posting online.
- 18.7 Objections may be made initially by email or by telephone, but must be confirmed thereafter in writing.
- 18.8 If Customer becomes aware of an error with respect to any report or statement, such as amounts erroneously credited to Customer, Customer shall immediately inform Ava Trade and is responsible to return such amount to Ava Trade, and if Ava Trade becomes aware of such occurrence, Ava Trade is expressly authorized to correct such error by correcting such report or statement, and, if applicable, treating this as a Deficit Balance.
- 18.9 Customer declares that by providing its registration data to Ava Trade it hereby consents to, Ava Trade, its subsidiaries, affiliates and agents sending, and Customer receiving, by means of telephone, facsimile, SMS or e-mail, communications containing content of a commercial nature relating to Customer's use of the trading platform, including information and offers from Ava Trade or third parties that Ava Trade believes Customer may find useful or interesting, such as newsletters, marketing or promotional materials.
- 18.10 Customer acknowledges that Ava Trade does not have to separately obtain Customer's prior consent (whether written or oral) before distributing such communications to Customer, provided that Ava Trade shall cease to distribute such communications should Customer notify Ava Trade in writing that Customer no longer desires to receive such commercial communication.
- 18.11 Client statements can be generated by the client at any time on the on-line trading platform. These statements will record the time the order was executed and the balance of their account. Our internal records will state the time the order was requested from the client.
- 18.12 Ava Trade will also provide the client with a statement on an annual basis outlining the details of funds held by the firm for the client at end of the period covered by the statement. Statements will also show all charges applied during the period covered by the statement, if any.
- 18.13 Real time access to each client's account showing transactions, the time orders were filled and the balance on the client's account will also be available to customers.

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18.14 Customer acknowledges that certain financial instruments, such as Options, Futures, or those with an underlying asset which is subject to a maturity date, tender or swap offer, may grant rights to holders which may expire unless an action is taken within certain deadlines. Ava Trade is not obligated to notify the Customer of any upcoming expiration, exercise or redemption dates, or to take any action on the Customer's behalf without having received a specific instruction from you except as required by law.

## 19. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

19.1 Ava Trade and/or any of its subsidiaries, affiliates or agents shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of Ava Trade including, without limitation, government restrictions, court decisions, changes in market or exchange rules and regulations, war, riots, strikes, fire, floods, natural disasters, industrial disputes, market or exchange halts, extreme volatility, extreme volumes, theft (including internal), loss or damage resulting, directly or indirectly, from any delays, deletion or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage, or problems, interruptions, errors, acts, omissions or bankruptcy of third parties, such as exchanges, executors, depository banks, clearing members, agents, brokers and/or trading venues, as well as any acts or omissions of Ava Trade as a result of acts of omissions of such third parties. Ava Trade and/or any of its subsidiaries, affiliates or agents shall in no event be held liable for the safekeeping and custody of client assets, any full or partial loss of the deposited funds or instruments and the potential loss of revenues derived from such funds or instruments, due to whatever incident which occurs at third party executors or depositories.

19.2 Neither Ava Trade nor any of its subsidiaries, affiliates or agents warrants that the trading platform or any services provided (including Third Party Licenses) will be available without interruption or will be error free and such trading platform and services are being provided "AS IS" without any representation or warranty of any kind whatsoever except as otherwise set forth herein.

19.3 Under no circumstances shall Ava Trade or any of its subsidiaries, affiliates or agents be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, Ava Trade's trading platform or services (including Third Party Licenses) including but not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft or destruction of Customer's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services.

# GENERAL TERMS & CONDITIONS

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- 19.4 Customer agrees that this section represents a reasonable allocation of risk, that this section is an essential element of this Agreement and that in its absence; the economic terms of this Agreement would be substantially different.
- 19.5 This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Ava Trade or any of its subsidiaries, affiliates or agents has been advised of the possibility of such damage.
- 19.6 Neither Ava Trade nor any of its subsidiaries, affiliates or agents has liability or duty of indemnification related to unusable data, lost or corrupt Customer transactions or data, by whatever means, in whatever form.
- 19.7 This limitation of liability additionally eliminates any duty or liability on the part of Ava Trade or any of its subsidiaries, affiliates or agents related to unusable data, lost or corrupt Customer transactions or data, resulting in part or in whole from third-party software or networking goods or services or from internet related problems or from actions or events outside of Ava Trade's control.
- 19.8 Ava Trade and its subsidiaries, affiliates and agents disclaim any and all liability resulting from or related to any breach of internet security or disruption, distortions or delays of Customer's connections to the internet, due to any reason.
- 19.9 As OTC is not an exchange traded market, prices at which Ava Trade deals at or quotes may or may not be similar to prices at which other OTC market makers deal at or quote.
- 19.10 Should a quoting or execution error occur, which may include, but are not limited to, a mistype of a quote, a quote that is not representative of fair market prices, an erroneous price quote from a dealer or erroneous price quote due to failure of hardware, software or communication lines or systems or inaccurate external data feeds provided by third-party vendors, Ava Trade will not be liable for the resulting errors in account balances. Without derogating from the above, in the event that transactions shall be closed or opened based on the Erroneous Quote, Ava Trade's trading room attempts to recognize such event and to act promptly to reset such event. Customer acknowledges that the reset process may take time, during which Customer may not be able to use its trading account, and outstanding orders may not be executed.
- 19.11 In case Ava Trade will identify an erroneous quote or an outdated quote, it may offer the Customer an alternative quote or alternatively to continue the transaction, all at the sole discretion of Ava Trade.
- 19.12 Customer further acknowledges that Ava, its subsidiaries, affiliates and agents shall not be liable for any loss or damage caused due to or in connection with such reset process.
- 19.13 Third Party Licenses:

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- 19.13.1 If any third party software is included within or embedded in the Ava Trade website or online trading platform, then such embedded third party software shall be provided subject to the terms of this Customer Agreement which apply to the online trading platform.
- 19.13.2 Customer shall fully comply with terms of any Third Party Licenses that we provide from time to time.
- 19.13.3 We provide no express or implied warranty, indemnity or support for the Third Party Licenses, and will have no liability related thereto.
- 19.13.4 "Third Party Licenses" means licenses from third parties governing third party software embedded or used in the trading platform.

## 20. FOREX, CFDs, OPTIONS, FUTURES AND SPREAD BETTING FLUCTUATION RISK

- 20.1 If Customer directs Ava Trade to enter into any Forex, CFDs, Options, Futures and Spread Betting transaction:
  - (i) Any profit or loss arising as a result of a fluctuation in Forex, CFDs, Options, Futures and Spread Betting will be entirely for Customer's account and risk;
  - (ii) All initial and subsequent deposits for margin purposes shall be made in U.S. Dollars, EUROS, Great British Pounds or Japanese Yen in such amounts as Ava Trade may in its sole discretion require; and
  - (iii) Ava Trade is authorized to convert funds in Customer's account for margin into and from such foreign currency at a rate of exchange determined by Ava Trade in its sole discretion on the basis of the then prevailing money market rates.

## 21. INDEMNIFICATION

- 21.1 Customer agrees to indemnify and hold Ava Trade, its subsidiaries, affiliates, agents, employees, agents, successors and assigns ("Ava Indemnities") harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by any of Ava Trade indemnities arising out of Customer's failure to fully and timely perform Customer's obligations herein or under any Third Party License or should any of Customer's representations and warranties fail to be true and correct.

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21.2 Customer also agrees to pay Ava Trade indemnities promptly all damages, costs and expenses, including attorney's fees, incurred in the enforcement of any of the provisions of this Agreement and any other agreements between Ava Trade and Customer.

21.3 In addition to any limitations of liability specified elsewhere in this Agreement, Ava Trade indemnities shall not be held liable and are released from all claims and losses incurred in such regard if the claim or loss was caused or contributed to by:

- (i) The actions or omission to act on the part of Customer,
- (ii) Any act or omission by any person obtaining access to Customer's account, whether or not Customer has authorized such access or not,
- (iii) System malfunction, equipment failure (whether Customer's equipment or Ava Trade's equipment), system interruption or system unavailability,
- (iv) Delays, failure or errors in implementing any instruction,
- (v) Inaccurate or incomplete instructions received by Ava Trade's from Customer, or
- (vi) Any reliance or use by Customer or any other third party with access to Customer's account of any financial and market data, quotes, news, analyst opinions, research reports, graphs or any other data or information whatsoever available through the trading platform or any Third Party License, whether to complete a transaction on the trading platform or for any other purpose whatsoever.

21.4 Ava Trade shall be entitled to setoff Customer's liabilities under this section from Customer's account.

## 22. MARKET ABUSE AND MANIPULATION

### 22.1 PROHIBITION ON ARBITRAGE AND MANIPULATION

22.1.1 Ava Trade does not permit the practice of arbitrage when trading and strictly forbids any form of manipulation of its prices, execution, and platform or making transactions based on errors, omissions or misquotes on the Ava Trade platform.

22.1.2 Price latency, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, cannot exist in an OTC market where the client is buying or selling directly from the market maker.

22.1.3 Any transactions that rely on price latency or price feed errors may be subject to intervention which includes the right to void any transactions which Ava Trade has

# GENERAL TERMS & CONDITIONS

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determined to be a result of any of these practices, revocation of profits, widening of spreads, block of trading and any other necessary corrections or adjustments on the account without prior notice.

22.1.4 If Ava Trade suspects or has reason to believe that Customer has abused the terms and conditions by hedging positions internally (using other trading accounts held with Ava Trade) or externally (using other trading accounts held with other brokers), Ava Trade reserves the right to cancel any trades or profits associated with Customer's account(s).

## 22.2 MARKET ABUSE

22.2.1 Ava Trade may hedge our liability to you by opening analogous positions with other institutions or in the underlying market. The result of our doing this is that when you trade with us your trades can, through our hedging, exert a distorting influence on the underlying market for that index, in addition to the impact that it may have on our own prices. This creates a possibility of market abuse.

22.2.2 Customer represents and warrants, and agrees that each such representation and warranty is deemed repeated each time Customer opens or closes a position that:

(a) Customer will not place and has not placed a trade with us relating to a particular index or any other CFD price if to do so would result in Customer, or others with whom Customer is acting in concert together, having an exposure to the price of the underlying financial instrument which can create a situation of market abuse.

This exposure can be equal to or exceeding the amount of a declarable interest in the relevant financial instrument. For this purpose, the level of a declarable interest will be the prevailing level at the material time, set by law or by the stock exchange(s) or other exchange upon which the underlying financial instrument is traded; and

(b) Customer will not place and has not placed a trade with us in connection with:

(i) a placing, issue, distribution or other analogous event;

(ii) an offer, take over, merger or other analogous event; or

(iii) any other corporate finance style activity, in which Customer is involved or otherwise interested; and

(c) Customer will not place or close a position and Customer will not place an order that contravenes any primary or secondary legislation or other law against insider dealing or market manipulation. Customer agrees that Ava Trade may

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proceed on the basis that when Customer opens or closes a position or places an order on a share price, Customer may be treated as dealing in securities within the meaning of the relevant statutes or regulations.

- 22.2.3 In the event that (a) Customer places or closes any trade or places an order in breach of the representations and warranties given, or Ava Trade has reasonable grounds for suspecting that Customer may have done so, Ava Trade may at our absolute discretion and without being under any obligation to inform Customer of our reason for doing so close that trade and any other trade or trades that you may have open at the time, if applicable, and also at our absolute discretion cancel any trades or profits associated with Customer's account(s)
- 22.2.4 Customer acknowledges that trade are speculative arrangements and Customer agrees that Customer will not enter into any transactions with us in connection with any corporate finance style activity.
- 22.2.5 Customer acknowledges that it would be improper for Customer to deal in the underlying market if the sole purpose of such a transaction was to impact on our bid or offer prices, and Customer agrees not to conduct any such transactions.
- 22.2.6 Customer acknowledges that it would be improper for Customer to connect to all platforms via gateway or api without written approval from Ava Trade.
- 22.2.7 It is strictly prohibited to connect to our MT4/5 with MetaQuotes Gateway or Datafeed without written approval from Ava Trade.

## 23. EXECUTION OF ORDERS, STOP AND LIMITS

- 23.1 Ava Trade will use commercially reasonable efforts to complete all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of Customer.
- 23.2 Ava Trade reserves the right to refuse to accept any order.
- 23.3 Ava Trade may, at its sole discretion, allow Customer to specify a closing price for a transaction at the trading platform through a "Close at Loss" and "Close at Profit" order, subject always to the terms of this Agreement and any other terms and conditions Ava Trade may implement from time to time.
  - 23.3.1 "Close at Loss" means an offer to close a transaction at a price determined in advance by Customer which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is lower than the opening transaction price, and in the

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case of a transaction that is opened by offering to sell a specific number of a certain instrument, is higher than the opening transaction price.

23.3.2 “Close at Profit” means an offer to close a transaction at a price determined in advance by Customer which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is higher than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is lower than the opening transaction price.

23.4 Upon Customer's offer and Ava Trade's acceptance of an order, Customer hereby authorizes Ava Trade to close the transaction at the Close at Loss price or Close at Profit price, as applicable, and as agreed upon in the order, without further instruction from or notification to Customer.

23.5 Ava Trade may, in its sole discretion, close the transaction when the price quoted by Ava Trade on the trading platform equals the price accepted by Ava Trade for such an order.

23.6 Customer acknowledges and agrees that Ava Trade shall not be obligated to close a transaction which does not otherwise comply with any other limitations agreed upon with respect to such transaction.

23.7 Customer acknowledges and agrees that due to market volatility and factors beyond Ava Trade's control, Ava Trade cannot guarantee that a Close at Loss order will be executed at the level specified in Customer's order. In such an event, Ava Trade will close the transaction at the next best price.

23.8 While trading in Forex, CFDs, Options or Spread Betting, if, before Customer's “Limit Order” offer to open or close a transaction is accepted by Ava Trade, Ava Trade's quote moves to Customer's advantage (for example, if the price goes down as Customer buys or the price goes up as Customer sells) Customer agrees that Ava Trade will execute the closing transaction at the Customer's specified price and not better. Customer agrees that Ava Trade can retain such price movement for its own account.

23.9 While trading in Futures, Ava Trade will execute a Customer's “Limit Order” at the applicable market rate.

23.10 While trading in Forex, CFDs, Options or Spread Betting, Customer is aware that a part of Ava Trade's revenues derives from the spreads on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. Therefore, in case the fair market price reduces Ava Trade's spread in a specific transaction, Ava Trade may, at its sole discretion, choose not to execute such transaction, in which case Ava Trade may send Customer an amended quote for his consideration. Ava Trade may complete a transaction at its sole discretion in case the fair market price does not affect Ava Trade's spread from the transaction and / or increases it.

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23.11 If Ava Trade, in its sole discretion, determines that a customer is conducting trading activity through multiple accounts and splitting trade volume across such accounts, or that a customer or different Customers are utilizing the same signal expert advisor, copy trading, algo trading, or anything similar, Ava Trade reserves the right, without prior notice, to treat all such trades as a single trade. Ava Trade may adjust the spreads for all such trades and account balances of such Customers to reflect the spread applicable to a single trade of the combined volume of all such trades together, including adjustments to prior transactions.

## 24. RISK ACKNOWLEDGMENT

- 24.1 Customer acknowledges that investment in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss of their entire margin deposit.
- 24.2 Customer understands that because of the low margin normally required in OTC trading, price changes in OTC may result in significant losses. With respect to Futures transactions, subject to local regulation, Customer cannot assume that Ava Trade's general policy to liquidate positions with a margin deficiency will prevent such Customer from losing more than you have deposited with Ava Trade. If Customer wishes to avoid further losses on any position, Customer must close out the position itself and not rely on Ava Trade to do so.
- 24.3 Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of OTC trading, and in consideration of Ava Trade's carrying his/her account(s), Customer agrees not to hold Ava Trade and any of its subsidiaries, affiliates or agents responsible for any losses incurred by Customer.
- 24.4 Customer recognizes that guarantees of profit or freedom from loss are impossible in OTC trading.
- 24.5 Customer acknowledges that Customer has received no such guarantees from Ava Trade or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her Ava Trade account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations.
- 24.6 The high degree of leverage that is obtainable in the trading of Forex, CFDs, Options, Futures and Spread Betting transactions can work against you as well as for you. Leverage can lead to large losses as well as gains. The placing of certain orders (such as Stop-Loss), which are intended to limit losses to certain amounts, may not be adequate given that market conditions make it impossible to execute such orders, for example due to illiquidity. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

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24.7 During times of extreme volatility it can be difficult or impossible to execute orders.

24.8 Specifically with respect to Futures transactions, Customer acknowledges and understands that:

- 24.8.1 Subject to local regulation, Futures transactions have contingent liability and Customer is aware of the implications of this, in particular the margin requirements;
- 24.8.2 All futures positions involve risk, and a “spread” position may not be less risky than an outright “long” or “short” position;
- 24.8.3 Trading in Futures may result in a loss greater than the amount of funds Customer has deposited in his/her account, for which he/she shall be deemed liable and fully responsible towards Ava Trade for the repayment of any negative balance in his/her account within the time specified by Ava Trade; and
- 24.8.4 Funds deposited in a Customer account for trading in Futures are not protected by insurance in the event of the bankruptcy or insolvency of the Futures commission merchant, or in the event such Customer’s funds are misappropriated and such funds are not strictly held the Futures commission merchant in a separate account for such Customer’s individual benefit. Futures commission merchants comingle the funds received from customers in one or more accounts and you may be exposed to losses incurred by other customers if the futures commission merchant does not have sufficient capital to cover such other customers’ trading losses.

## 25. MARKET RECOMMENDATIONS AND INFORMATION

25.1 Customer acknowledges that:

- (i) Any market recommendations, signals and information communicated by any method of communication to Customer by Ava Trade and any of its subsidiaries, affiliates, agents or by any person within Ava Trade does not constitute an offer to sell or the solicitation of an offer to buy any OTC contract, and that Ava Trade does not provide investment advice
- (ii) Such recommendation and information, although generally based upon information obtained from sources believed by Ava Trade to be reliable, may be based solely on a broker’s opinion and that such information may be incomplete and may be unverified, and
- (iii) Ava Trade makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or market recommendation furnished to Customer and shall not be responsible for any loss or

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damage including without limitation any loss of margin or profits which may arise directly or indirectly from use or reliance on such recommendations or information.

- 25.2 Customer understands that Customer is solely responsible for assessing the merits and risks of any trade it may enter into with Ava Trade whether as a result of information provided by Ava Trade or otherwise.
- 25.3 Customer acknowledges that Ava Trade and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell Forex, CFDs, Options, Futures and Spread Bets, which are the subject of market recommendations furnished to Customer, and that the market position of Ava Trade or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Customer by Ava Trade.
- 25.4 Customer acknowledges that Ava Trade makes no representations concerning the tax implications or treatment of any trading activity.

## 26. CUSTOMER REPRESENTATIONS AND WARRANTIES

- 26.1 Customer represents and warrants that:

- (i) if Customer is a natural person, Customer is of sound mind, legal age and legal competence
- (ii) if Customer is not a natural person,
  - a. Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
  - b. Execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all other transactions contemplated hereunder have been duly authorised by Customer; and
  - c. Each person executing and delivering this Agreement and all other transactions contemplated hereunder on behalf of the Customer, has been duly authorised by Customer to do so.
- (iii) If the Customer is a PRC Investor:
  - a. The PRC Investor confirms that they have approached Ava Trade entirely on their own initiative, and that the establishment of their trading account and all trading activities with Ava Trade have been undertaken solely at their own initiative and based on their independent decision.

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These actions have not resulted, directly or indirectly, from any solicitation, marketing, promotion, or advertisement by Ava Trade, its subsidiaries, affiliates, agents, or any third party acting on its behalf.

- b. Ava Trade and/or any of its subsidiaries, affiliates, marketing partners, agents, or their personnel have not, directly or indirectly, marketed, offered, or sold any CFDs or other financial products in the PRC, except as permitted under applicable PRC laws and regulations. The PRC Investor represents and warrants that they have obtained all approvals, consents, and authorizations required by PRC regulators, whether statutory or otherwise, for the direct or indirect purchase or trading of CFDs, in accordance with Ava Trade's Terms and Conditions.
- c. The PRC Investor has reviewed, understood, and agreed to Ava Trade's Terms and Conditions, including all applicable risk disclosures, and has obtained all necessary information regarding trading in their account. The PRC Investor further acknowledges that they fully understand the nature and risks of trading before engaging in any trading activity.
- d. Ava Trade does not provide cross-border fund transfer or payment processing services to PRC Investors. All deposits, withdrawals, and transfers of funds to or from Ava Trade must be made through independent, duly licensed third-party payment service providers and are conducted solely at the PRC Investor's own initiative and risk, in full compliance with all applicable PRC laws and regulations, including foreign exchange control and cross-border remittance restrictions, and in accordance with Ava Trade's Terms and Conditions. Ava Trade's role is strictly limited to the passive receipt of funds remitted by independent third-party payment service providers engaged by the PRC Investor.

- (iv) No person other than Customer has or will have an interest in Customer's account(s) and Customer has not granted and will not grant a security interest in Customer's account with Ava Trade (other than the security interest granted to Ava Trade hereunder) to any person without Ava Trade's prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any collateral to any person (other than the security interest granted to Ava Trade hereunder) without Ava Trade's prior written consent; and,
- (v) Customer hereby warrants that regardless of any subsequent determination to the contrary, Customer is suitable to trade OTC; and,

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- (vi) Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company, and in the event that Customer becomes so employed, Customer will promptly notify us, at Ava Trade 's home office, in writing, of such employment; and,
- (vii) Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as Ava Trade, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of Ava Trade or to protect Ava Trade's interests with respect to any Collateral; and,
- (viii) Customer has read and understands the provisions contained in this Agreement, including, without limitation, Ava Trade's Risk Disclosure Statement and Privacy Statement; and
- (ix) Customer will review this Agreement; and
- (x) Customer will not affect any transaction in Customer's account unless Customer understands this Agreement, and Customer agrees that in effecting any transaction it is deemed to represent that it has read and understands this Agreement as in effect at the time of such transaction; and
- (xi) Customer agrees to, and shall at all times comply with all applicable laws, statutes and regulations and Customer hereby declares that the execution and delivery by Customer of this Agreement and all other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer. Customer may not use this account with Ava Trade for any illegal activity.

## 27. ISLAMIC ACCOUNTS

- 27.1 In the event that Customer, due to its observance of Islamic religious beliefs cannot receive or pay interest, Customer may elect to designate, in the manner provided by Ava Trade, its trading account to be an Islamic Account, which is not charged with, or entitled to, overnight interest and/or rollovers.
- 27.2 In the event that Customer designates its account as an Islamic account, Customer may not keep transactions in such account open for more than 5 days and may not otherwise abuse such benefit.

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- 27.3 Ava Trade reserves the right to cancel the aforesaid benefit at any time and take any action necessary in Ava Trade's absolute discretion due to abuse of this benefit.
- 27.4 Such actions may include, without limitation, the designation of the Islamic Account as a regular account and retroactively effecting required adjustments (e.g., setting off amounts from the account equal to amounts paid by Ava Trade as interest), cancellation of transactions, and adjustment of account balances.

## 28. DISCLOSURE OF FINANCIAL INFORMATION

- 28.1 The Customer represents and warrants that the financial information disclosed to us in his/its Application is an accurate representation of the Customer's current financial condition.
- 28.2 The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's assets which the Customer considers to be risk capital.
- 28.3 The Customer recognizes that risk capital is the amount of money the Customer is willing to put at risk and the loss of it would not, in any way, change the Customer's lifestyle.
- 28.4 The Customer agrees to immediately inform us if the Customer's financial condition changes in such a way to reduce the Customer's net worth, liquid assets and/or risk capital.

## 29. NO SEPARATE AGREEMENTS

- 29.1 Customer acknowledges that Customer has no separate agreement with Ava Trade or any of its employees or agents regarding the trading in Customer's Ava Trade account, including any agreement to guarantee profits or limit losses in Customer's account.
- 29.2 Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing Ava Trade's limited trading authorization or as otherwise agreed in writing with Ava Trade.
- 29.3 Customer agrees to indemnify and hold Ava Trade and its subsidiaries, affiliates and agents harmless from all damages or liability resulting from Customer's failure to immediately notify Ava Trade's Compliance Officer of any of the occurrences referred to herein.
- 29.4 All notices required under this section shall be sent to Ava Trade at its home office.

## 30. AFFILIATE REFERRAL DISCLOSURE

- 30.1 AVA Group may engage with advertising affiliates/referrers/marketing partner ("Affiliate") who are wholly separate and independent from one another and from AVA Group. Any agreement

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between AVA Group and Affiliate does not establish a joint venture or partnership and Affiliate is not an agent or employee of AVA Group.

- 30.1.1 AVA Group does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Customer may have received or may receive in the future from AVA Group's Affiliates or from any other person not employed by, or acting on behalf of AVA Group, regarding the risks involved in the trading of Forex, CFDs, Options, Futures and Spread Betting or the risks involved in such trading.
- 30.1.2 Since Affiliate is not an employee or agent of AVA Group, AVA Group does not endorse or vouch for the services provided by the Affiliate. It is the Customer's responsibility to perform necessary due diligence on the Marketing Partner prior to using any of their services.
- 30.1.3 Customer understands that in order to trade with Ava Trade the Customer must open an account directly with Ava Trade. Ava Trade makes available appropriate risk disclosure information to all Customers when they open accounts. Customers should read that information carefully and should not rely on any information to the contrary from any other source.
- 30.1.4 Customer acknowledges that no representations and/or warranties have been made by Ava Trade its servants or agents or any individual associated with Ava Trade regarding future profits or losses in Customer's account.
- 30.1.5 Customer understands that Forex, CFDs, Options, Futures and Spread Betting trading is very risky, and that many people lose money trading and that all Forex, CFDs, Options, Futures and Spread Betting trading, including trading done pursuant to a system, course, program, research or recommendations of an Affiliate, Trading Agent or any other third party involves a substantial risk of loss. In addition, Customer hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of an Affiliate, Trading Agent or any other third party will not necessarily result in profits, avoid losses or limit losses.
- 30.1.6 Because the risk factor is high in Forex, CFDs, Options, Futures and Spread Betting trading, in case Client does not have the extra capital he can afford to lose, Client should consider carefully before trading.
- 30.1.7 Customer understands and acknowledges that AVA Group may remunerate an Affiliate for referring Customer to AVA Group and that such remuneration may be on a per-trade basis or other basis. Further, the Client has a right to be informed of the precise nature of such remuneration

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- 30.1.8 Customer acknowledges that an Affiliate may also, in some circumstances, be a Trading Agent. Customer understands that by using a Trading Agent, Customer may incur a mark-up, above and beyond the ordinary spread generally provided by Ava Trade.
- 30.1.9 Ava Trade shall in no way be responsible for any loss to Customer resulting from Customer's use of any information or advice given by any third party including a Trading Agent or Affiliate.

## 31. TRADING AGENTS

- 31.1 Customer acknowledges that should Customer choose to grant trading authority or control over Customer's account to a third party ("Trading Agent"), whether on a discretionary or non-discretionary basis, Customer does so at its own risk.
- 31.2 Customer acknowledges that Ava Trade its subsidiaries, affiliates or agents shall in no way be responsible for reviewing Customer's choice of such Trading Agent, or the actions taken by it, nor making any recommendations with respect thereto.
- 31.3 Customer acknowledges and understands:
  - (i) That Ava Trade makes no warranties nor representations concerning any Trading Agent,
  - (ii) That Ava Trade its subsidiaries, affiliates or agents shall not be responsible for any loss to Customer occasioned by the actions of the Trading Agent, and
  - (iii) That Ava Trade does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent.
- 31.4 If a Customer chooses to grant trading authority or control over Customer's account to a Trading Agent, Customer agrees to enter into a power of attorney agreement ('POA') with the Trading Agent to permit same, and to furnish the POA to Ava Trade.
- 31.5 Customer acknowledges that upon receipt of the POA, Ava Trade is authorised to follow the instructions of the Trading Agent in every respect until Ava Trade is notified in writing by the Customer that the POA is revoked or the POA has expired.

The Customer authorises Ava Trade to debit Customer's Account in accordance with the terms agreed between Customer and Trading Agent and which are set out in the POA.
- 31.6 Customer acknowledges that the Trading Agent and many third party vendors of trading systems, courses, programs, research or recommendations may not be regulated by a government agency. It is the Customer's responsibility to perform necessary due diligence on the Trading Agent prior to using any of their services and to satisfy themselves of its competence and/or suitability to the Customer.

# GENERAL TERMS & CONDITIONS

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- 31.7 Customer acknowledges that it or the Trading Agent may elect to use an automated trading system. Customer acknowledges that Ava Trade does not take any responsibility for any such system. The Customer is aware of the volume of trading and resulting commissions that such systems may generate and the impact that this may have on the performance of the Account. Customer accepts the risks associated with the use of computers and data feed systems, which may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors and the Customer further agrees to hold Ava Trade harmless from any losses in the Account associated with these risks. Customer acknowledges that neither Ava Trade nor any of its officers, directors, vendors, employees, agents, associated persons or Ava Trade personnel will be liable for any such breakdown or failure.
- 31.8 Customer understands that by using a Trading Agent or automated trading system, Customer may incur a mark-up, above and beyond the ordinary spread generally provided by Ava Trade. Details of any such mark up will be displayed in the spread on the client trading account using the automated system and/or provided in the agreement between the Trading Agent and Customer.
- 31.9 Customer acknowledges that any decisions or actions taken by the Trading Agent on Customer's behalf shall be deemed to have been taken by the Customer and any losses or gains generated by the Trading Agent's action shall be for the Customer's account.
- 31.10 Customer agrees to indemnify and hold Ava, harmless from and against all liabilities, losses, damages, cost and expenses, including attorney's fees that arise directly or indirectly from the Trading Agent's management of the account, including, without limitation all actions, instructions or omissions by the Trading Agent.
- 31.11 The Customer acknowledges that the risk factor in trading foreign exchange, commodities, Forex, CFDs, Options, Futures and Spread Betting is substantially high, and therefore the Customer further acknowledges that she/he should carefully consider trading through Ava Trade, whether through a Trading Agent or otherwise, if the Trader does not have capital she/he can afford to lose.

## 32. DISCLOSURE OF CUSTOMER INFORMATION

- 32.1 Ava Trade will not share or sell information regarding customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, Ava Trade's banking or credit relationships, or to other persons as disclosed in Ava Trade's Privacy Statement.
- 32.2 Ava Trade may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena.

# GENERAL TERMS & CONDITIONS

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- 32.3 Ava Trade will share or sell statistical information without disclosing Customer's identity.
- 32.4 You further authorize and instruct us to provide some personal details to relevant financial services companies, such as depository banks, executing partners, exchanges upon their request. Such details may be proof of your status as a non-professional user of market data, allowing you to benefit from real-time market data at significantly reduced rates or reporting on open futures positions as per market transparency requirements. By executing orders on instruments which trade on non-EU exchanges (or on instruments which have underlying values which trade on non-EU exchanges), you authorize us to provide some personal details to EU and non-EU parties, upon their request.

## 33. TERMINATION

- 33.1 This Agreement shall continue in effect until termination, and may be terminated by Customer at any time upon three days prior written notice (which may be by e-mail) when Customer has no Forex, CFDs, Options, Futures and Spread Betting position(s) and no liabilities held by or owed to Ava Trade upon the actual receipt by Ava Trade at its home office of written notice of termination, or at any time whatsoever by Ava Trade upon the transmittal of written notice of termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement nor shall it relieve Customer of any obligations arising out of any deficit balance.
- 33.2 Sections 14, 17, 19, 24, 31, 43 shall survive termination of this Agreement for any reason.

## 34. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 34.1 All copyright, trademark, trade secret and other intellectual property rights and proprietary rights to the Ava Trade website in its totality, its contents and any related materials ("including without limitation trademarks, logos and service marks displayed on Ava Trade website (collectively "Ava Group IP") shall remain at all times, as between Customers and Ava Trade, the sole and exclusive property of the Ava Group and its licensors and in the case of third party materials available on the Ava Trade web site to such third party and Customers shall have no right or interest in the Ava Group IP except for the right to access and use the Ava Group IP as specified herein. Customers are not permitted to use AVA IP or any trademark, logo or service mark displayed on Ava Trade website without the prior written consent of Ava Trade or such third parties that own the rights therein.
- 34.2 Customer acknowledges that the Ava Group IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money.
- 34.3 The Customer will protect the confidentiality of the Ava Group IP and not allow website access to any third party.

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- 34.4 Customer will not publish, distribute, or otherwise make available to third parties any information derived from or relating to the Ava Group IP.
- 34.5 Customer will not copy, modify, de-compile, reverse engineer, or make derivative works of the Ava Group IP or in the manner in which it operates.
- 34.6 If Customer has comments on Ava Trade's services or ideas on how to improve them, Customer is welcome to contact Ava Trade. By doing so, Customer grants Ava Trade a perpetual, royalty-free, irrevocable, transferable license, with right of sublicense, to use and incorporate Customer's ideas or comments into the Ava Trade's services, and to otherwise exploit Customer's ideas and comments, in each case without payment of any compensation.

## 35. RECORDINGS

- 35.1 Customer agrees and acknowledges that all conversations regarding Customer's account(s) between Customer and Ava Trade personnel may be electronically recorded with or without the use of an automatic tone warning device.
- 35.2 Customer further agrees to the use by Ava Trade, its subsidiaries, affiliates and agents of such recordings and transcripts as it deems fit in connection with any dispute or legal proceeding that may arise.
- 35.3 Customer understands that Ava Trade destroys such recordings at regular intervals in accordance with Ava Trade's established business procedures and Customer hereby consents to such destruction.

## 36. LEGAL RESTRICTIONS

- 36.1 Without limiting the foregoing, Customer understands that laws regarding financial contracts vary throughout the world, and it is Customer's obligation alone to ensure that Customer fully complies with any law, regulation or directive, relevant to Customer's country of residency with regards to the use of the Web site.
- 36.2 For avoidance of doubt, the ability to access Ava Trade's Web site does not necessarily mean that Ava Trade's services, and/or Customer's activities through it, are legal under the laws, regulations or directives relevant to Customer's country of residency.
- 36.3 This Web site does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such an offer or solicitation.

# GENERAL TERMS & CONDITIONS

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36.4 Access to this Web site, and the offering of financial contracts via this site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe, such restrictions.

## 37. DECLARATION

37.1 By acceptance of this Agreement, Customer hereby declares that the moneys invested in Customer's account with Ava Trade do not originate from drug trafficking, abduction, or any other criminal activity.

## 38. TAX COLLECTION

38.1 Customer knows, understands and agrees that, in general, Ava Trade does not collect tax for any authority in any form or manner.

38.2 Without limiting the foregoing, it is Customer's obligation alone to calculate and pay all taxes applicable to you in Customer's country of residence, or otherwise arising as a result of Customer's trading activity from the use of the Ava Trade's services.

38.3 Without derogating from Customer's sole and entire responsibility to perform tax payments, Customer agrees that Ava Trade may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with Ava Trade.

38.4 Customer is aware that amounts that may be withdrawn by Customer from Customer's account are "gross amounts", from which the Ava Trade may deduct such taxes, and that Customer shall have no claim towards Ava Trade with regard to such deductions.

## 39. INACTIVITY AND ADMINISTRATION FEES

39.1 Customer acknowledges that the Customer's trading account may be subject to inactivity fees unless prohibited by law. After 3 consecutive months of non-use ("Inactivity Period"), and every successive Inactivity Period, an inactivity fee will be deducted from the value of the Customer's trading account. This fee is outlined below and subject to customer's relevant currency-based account:

- Inactivity Fee:USD Account: \$50

EUR Account: €50

GBP Account: £50Applicable fees are subject to change periodically.

39.2 Customer acknowledges that the Customer's trading account may be subject to an annual administration fee unless prohibited by law. After 12 consecutive months of non-use ("Annual

# GENERAL TERMS & CONDITIONS

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Inactivity Period"), an administration fee will be deducted from the value of the Customer's trading account. This fee is outlined below and subject to client relevant currency based account: This is to offset the cost incurred in making the service available, even though it may not be used.

Administration Fee:

USD Account: \$100

EUR Account: €100

GBP Account: £100

Applicable fees are subject to change periodically.

## 40. ACCOUNT PROCEDURES - IDENTIFICATION

- 40.1 Customer acknowledges that applicable laws require financial institutions to obtain, verify, and record information identifying each person who opens an account.
- 40.2 Customer further acknowledges that Ava Trade makes efforts to prevent fraud and to confirm Customer's identity.
- 40.3 Accordingly, Customer has provided Ava Trade, or shall provide Ava Trade promptly following the opening of the trading account, with certain identifying information and documents as shall be requested by Ava Trade, including a copy of Customer's ID, a copy of Customer's utility bill (e.g., phone bill, property tax bill), and copies of both sides of Customer's credit card (in the event deposit has been made through credit card).
- 40.4 Customer confirms that Customer has provided true, accurate, current and complete information during the registration process, and that Customer has not impersonated any person or entity, or misrepresented any affiliation with another person, entity or association, used false headers or otherwise concealed Customer's identity from Ava Trade for any purpose.

## 41. WITHDRAWAL AND DEPOSIT PROCEDURES

- 41.1 Customer further acknowledges and accepts Ava Trade's procedures with respect to withdrawals and deposits to accounts as set forth below:
  - (i) Withdrawal orders: The provision of documentation as may be required from time to time by Anti Money Laundering regulations, credit card companies and Ava Trade, is a prerequisite, prior to the execution of a withdrawal order.
  - (ii) Customer acknowledges that withdrawals may take longer than expected for numerous reasons, some in Ava Trade's control and some not.

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- (iii) Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card or to the bank account at Ava Trade's discretion. Withdrawals to bank account may take a longer time period, due to additional security procedures.
- (iv) Credit Card Deposits Variance: When choosing an account base currency other than USD, Customer's credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by Customer in the account base currency. Customer hereby accepts that such variations may occur and hereby affirms that Customer shall not seek to object or charge this back.
- (v) When depositing by a Bank Transfer, as required by anti-money-laundering regulations, Customer is required to use a bank account, which is in Customer's country of residence and in Customer's name. Any withdrawal of funds, from Customer's Ava Trade account to a bank account, can only be refunded to the same bank account that the funds were originally received from.
- (vi) Alternative payment methods (internet payment vendors; money transfer services; etc.): when depositing funds using a facility other than credit cards and/or banks, you agree to, and acknowledge being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions. Ava Trade, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with anti-money-laundering regulations.

41.2 Notwithstanding the foregoing, the PRC Investor further acknowledges and accepts Ava Trade's procedures with respect to withdrawals and deposits to accounts as set forth below:

- (i) The PRC Investor acknowledges and agrees that Ava Trade does not provide, facilitate, arrange, or initiate cross-border fund transfers, remittances, or payment services for PRC Investors. All deposits and withdrawals must be made exclusively through independent, duly licensed third-party payment service providers authorized to provide such services under applicable law, and in accordance with Ava Trade's Terms and Conditions.
- (ii) Where a PRC Investor elects to deposit or withdraw funds through a third-party payment service provider, such transactions are executed solely at the PRC Investor's own initiative and risk. Ava Trade does not control, supervise, or participate in the processing of such payments and shall not be deemed to have facilitated, arranged, or initiated any cross-border transfer. The PRC Investor acknowledges that Ava Trade's role is strictly limited to the passive receipt of funds remitted by independent third-party payment service providers, and that Ava Trade does not provide any fund transfer, payment, or remittance services.

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- (iii) The PRC Investor further acknowledges and agrees that they are fully responsible for ensuring that any deposit, withdrawal, or transfer of funds complies with all applicable PRC laws and regulations, including those relating to foreign exchange controls, cross-border investments, and anti-money laundering requirements, as well as Ava Trade's Terms and Conditions.

## 42. STATEMENTS

- 42.1 Customer hereby consents to receive account statements and trade confirmations online.
- 42.2 Ava Trade will provide customer with password-protected access to online reports.
- 42.3 Customer will be able to generate Daily, Monthly and Annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc.
- 42.4 Hard copies of Monthly customer statements are available upon request only and may incur an additional charge.
- 42.5 Statements are deemed received when made available to customer by AVA TRADE, regardless of whether the customer actually accessed the statement.
- 42.6 Customer is responsible for alerting AVA TRADE to any change in their e-mail address.
- 42.7 This consent shall be effective until revoked by Customer in writing and received by AVA TRADE according to Section 16 of this Customer Agreement.

## 43. CONSENT TO ELECTRONIC SIGNATURE

- 43.1 By electronically signing Ava Trade's account agreement and related documents, Customer acknowledges receipt of the customer account letter, Customer Agreement and other documents contained as part of Ava Trade's electronic account package and Customer agrees to be bound by their terms and conditions.
- 43.2 In addition, by signing Ava Trade's account agreement and related documents, Customer is consenting to Ava Trade maintaining and Customer receiving electronic records of Customer's trades and accounts.

## 44. CONSENT TO EXECUTION OF ORDERS OUTSIDE A REGULATED MARKET OR MTF

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44.1 Customer hereby acknowledges and consents to Ava Trade executing orders over the counter and outside a regulated market or MTF.

## 45. WAIVER AND AMENDMENT

45.1 Customer understands, acknowledges and agrees that Ava Trade may amend or change this Agreement at any time.

45.2 Ava Trade will provide notice to Customer of any such amendment or change by posting the amendment or change on Ava Trade's website or by sending an e-mail message to Customer at least 7 days before it takes effect.

45.3 Customer agrees to be bound by the terms of such amendment or change on that date.

45.4 In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's open positions and instruct Ava Trade regarding the disposition of all assets in Customer's account within ten (10) business days after notice of the amendment or change has been posted on Ava Trade's website or otherwise notified Customer.

45.5 No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Ava Trade or failure of Ava Trade's agents to assert its rights under this Agreement on any occasion or series of occasions.

45.6 No oral agreements or instructions to the contrary shall be recognized or enforceable.

## 46. ENTIRE AGREEMENT

46.1 This Agreement together with all references to Ava Trade's policies and procedures made in this Agreement, and together with the [Risk Disclosure Statement](#), [Trading Conditions and Charges](#), [Futures Pricing](#) and [Privacy Statement](#) embodies the entire agreement between Ava Trade and the Customer, superseding any and all prior written and oral agreements.

## 47. ASSIGNMENT

47.1 Customer may not assign or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of Ava Trade. Any attempted assignment or transfer in violation of the foregoing will be void. Ava Trade may freely assign this Agreement.

## 48. GOVERNING LAW AND JURISDICTION

48.1 This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions

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contemplated hereby shall be governed by, construed and enforced in all respects in accordance with the laws of England and Ava Trade and the customer hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts.

## 49. BINDING EFFECT

- 49.1 This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with Ava Trade irrespective of any change or changes at any time in the personnel of Ava Trade or its successors, assigns, subsidiaries, affiliates or agents.
- 49.2 This Agreement including all authorizations, shall inure to the benefit of Ava Trade and its subsidiaries, affiliates, agents, successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer.
- 49.3 Customer hereby ratifies all transactions with Ava Trade effected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

**CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.**