

CLIENT AGREEMENT

The operators and partners of BNFXTading.com and Bestecnz.com (hereinafter referred to as the "Company") hereby enters an agreement with the individual or legal entity to whom it will provide services (hereinafter referred to as the "Client").

By applying for services provided by the Company, the Client agrees to unconditionally accept all terms of this Client Agreement (hereinafter referred to as this "Agreement"):

1. INTRODUCTION

1.1 This Agreement shall govern all transactions and requests which involve the Company and the Client.

1.2 This Agreement shall be read carefully by the Client.

1.3 Before the use of any services provided by the Company, the Client must fully understand and unconditionally agree to all terms in this Agreement as well as any and all other legal terms and agreements required by the Company during the application process, including but not limited to: the Risk Disclosure; Terms of Service; and Privacy Policy.

1.4 All the terms of this Agreement shall be considered fully and unconditionally accepted by the Client upon the Company's receipt of funds from the Client.

1.5 The Company shall not provide physical delivery of currency nor any other underlying assets in the settlement of any trading operation. Depending on the Client's chosen account type, the Company may either execute orders as agent on the Client's behalf (acting as riskless or matched principal) or the Company may enter transactions with the Client as principal. In all cases, the Client shall be directly and fully responsible for fulfilling any obligations under each transaction completed by the Client in a Client Terminal or otherwise.

1.6 The Company reserves the right to request the Client to provide additional evidence of his/her/its identity in order to mitigate fraud and/or suspicious activities. For example, the Company may ask the Client to send an electronic or notarized copy of identification documents such as a passport or other internationally recognized government-issued document.

1.7 The Company reserves the right to choose the regional branch or subsidiary with which to open or hold the Client's trading account and may transfer the account to other regional branches or corporate entities at the Company's sole discretion. The grounds for such a transfer may include, but are not limited to, the Client's legal country of residence or new applicable regulations that may affect the jurisdiction in which the Client is legally resident. The Client reserves the right to request to close an account at any time for this or any other reason.

1.8 The Client may have been referred to the Company by an Introducing Agent. Under such an agreement, the Introducing Agent has established a referral arrangement with the Company and may be compensated with fees and/or commissions for the act of introducing the Client to the Company. The Company shall not be held responsible for any agreement made between the Client and the Client's Introducing Agent. The Client hereby acknowledges that no such Introducing Agent shall be authorised to make any representations or guarantees concerning the Company's services.

2. TERMINOLOGY

In this Agreement, as well as in all other terms and agreements required by the Company during the account opening process:

"Advance payment" shall mean the transfer of funds from the Client to the Company to pay for future expenses including but not limited to commission fees, required margin, potential losses, and any applicable swap fees.

"Account history" shall mean the list of completed transactions and non-trading operations on a particular trading account.

"Ask" shall mean the higher price in a quote. The price at which the Client may buy.

"Balance" shall mean the total financial result of all completed transactions and deposit/withdrawal operations on the trading account.

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

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

"Client Account" shall mean the Transitory Account, trading account, partner account, Manager's account, Investor's account, and other accounts opened by the Client at the Company.

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

"Client" shall mean the individual or legal entity that opens an account with the Company.

"Client Terminal" shall mean the computer program, also called a "trading platform" or "trading software". It is used by the Client to obtain information on financial markets in real time, to perform technical analysis, make transactions, place/modify/delete orders, as well as to receive notices from the Company.

"Client's log file" shall mean the computer file created by the client terminal, which records all inquiries and instructions sent by the Client to the Company.

"Contract for Currencies" shall refer to the currency pairs or symbols that are quoted in the Client Terminal and available to the Client for trading. An over-the-counter contract based on the change in value of one currency against another in the spot foreign exchange market.

"Contract for Difference" ("CFD") shall mean a contract regarding the fluctuation in price of an underlying asset (shares, futures, commodities, metals, indexes, etc.)

"Completed transaction" shall refer to two deals of equal size in different directions (buy to open a position and then sell to close the position, or sell to open a position and then buy to close the position), which may or may not be closed at once.

"Contract specification" shall mean the principal trading terms (spread, commissions, lot size, minimum position volume, initial margin, margin for locked positions etc.) for each instrument.

"Currency pair" shall mean the object of a transaction in trading operations, an over-the-counter contract based on the change in value of one currency against another in the spot foreign exchange market.

"Developer" shall mean the legal entity that has developed the trading platform software and/or infrastructure.



"Equity" shall mean the current value of the trading account. The formula to calculate equity is: Balance + Floating Profits - Floating Losses + Positive Swap - Negative Swap.

"Expert Advisor" shall refer to automated scripts used by the Client to manage the trading account without manual interaction from the Client. It is a program written in MetaQuotes Language (MQL) that sends inquiries and instructions to the Company's server(s) via the client terminal.

"Floating profit/loss" shall mean non-fixed profit/loss on open positions at current market prices.

"Force majeure" shall refer to a lack of conformity to the terms and conditions of the Company and the terms and conditions of the counterparty, current market situation, possibilities of software or hardware of the Company or other situations which cannot be foreseen. Examples of such circumstances are "acts of God", wars, terrorist acts, government actions, actions of legislative and executive authorities, distributed denial of service (DDoS) or hacker attacks, and other unlawful acts directed against the servers operated by the Company or its liquidity provider(s).

"Free margin" shall mean the funds on the trading account that may be used to open a position. The formula by which to calculate the free margin is: Equity - Necessary Margin.

"Hedged margin" shall mean the amount required by the Company to open and maintain locked positions.

"Inactive trading account" shall mean a Client's trading account that has not had an open position, pending order, or transaction in a six month period.

"Indicative quote" shall mean a quote at which the Company may not accept any instructions from the Client.

"Initial margin" shall mean the margin required by the Company in order to be able to open a position.

"Instruction" shall mean the Client's order to the Company to open/close a position or to place/modify/delete an order.

"Instrument" shall mean any currency pair ("Contract for Currencies") or Contract for Difference.

"Introducing Broker" (also known as an "Introducing Agent" or "Referral Agent") shall mean any party who may act as an intermediary or an agent for the Client, typically under a referral arrangement with the Company, and may be compensated by the Company through fees or commissions for the act of introducing a new Client to the Company.

"Locked position" shall refer to long and short positions of the same size opened on a trading account for the same instrument. For example, if the Client opens two buy lots and three sell lots for the same instrument, then two buy lots and two sell lots are identified as locked positions while one buy lot would not be identified as a locked position.

"Long position" shall mean a buy position that appreciates in value if the market price increases. Regarding currency pairs: buying the base currency against the quote currency.

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

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

"Margin trading" shall mean trading using leverage, where the Client may make transactions of a certain size while having significantly less funds in his/her/its trading account.

"Necessary margin" shall mean the margin required by the Company to maintain open positions.

"Non-trading operation" shall refer to any transaction on an account that does not involve the opening and closing of a position.

"Open position" shall refer to the result of the first part of a completed transaction. In this case the Client will be obliged to:

- a. Make a counter-transaction of the same volume;
- b. Maintain equity not lower than 15% of the margin.

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

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

"Pip" shall refer to the 4th decimal place in a given exchange rate (with the exception of pairs quoted in Japanese Yen, or JPY, in which case "Pip" refers to the 2nd decimal place) regardless of the total number of decimal places quoted. In the MetaTrader client terminal, some instances of the term "pip" may erroneously refer to the very last decimal in the exchange rate (which may be the 5th place, or the 3rd in the case of JPY quoted pairs) due to legacy technical issues which shall be considered an error and shall not redefine the actual meaning of the term, "pip".

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

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

"Rate" shall mean, for a currency pair, the value of the base currency in the terms of the quote currency. For a contract for difference, "rate" shall refer to the value of one unit of the underlying asset in monetary terms.

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

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

"Server" shall mean the equipment used to make and carry out the Client's instructions, as well as presenting trading information in real time, in consideration of the mutual obligations of the Client and the Company in correspondence with the terms and restrictions accepted by the Client upon the opening of an account with the Company.

"Server's log file" shall mean the computer file that is created by the server, which, with accuracy to within the second, records all inquiries and instructions sent by the Client to the Company as well as the results of their processing.

"Short position" shall mean a Sell position that appreciates in value if market prices fall. Regarding currency pairs: a position opened by selling the base currency against the quote currency.

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

- a. A significant price gap;
- b. A price rebound over a short period of time within a price gap;
- c. Absence of rapid price movement before its appearance;

d. Absence of important macroeconomic indicators and/or corporate news of significant effect before its appearance.

"Spread" shall mean the difference between the Ask price and the Bid price.

"Swap-storage" shall mean the charge for a position's overnight roll-over. Storage can be either positive or negative. The rates charged and/or credited may vary by account type and are subject to change at any time.

"Ticket" shall mean the unique identification number given in the trading platform for every open position or pending order.

"Trading account" shall mean the unique personalized register of all completed transactions, open positions, orders and non-trading operations on the trading platform.

"Trading platform" shall mean all programs and technology that present quotes in real time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company. A trading platform consists of a server and client terminal.

"Transaction" (in trading operations) shall refer to any transaction in which the Client buys or sells an instrument.

"Transaction size" shall mean the lot size multiplied by the number of lots.

"Transitory account" shall mean the Client's non-trading account which is opened on the Company's web site and allows the Client to carry out fund transfers for advance payments.

"Written notification" shall mean a hard or electronic copy of any document sent to the Client via email, fax, postal mail, the Client terminal's internal mail and notification systems, etc., or an announcement on the Company News or Latest News sections of the Company's website. A written notice is considered to be received by the Client: an hour after it has been sent to the Client's email address or the Client's trading terminal messaging system; at the completion of transmission if sent by fax; seven calendar days after posting if sent by postal mail; an hour after the news has been published on a website operated by the Company.

3. CLIENT ORDER PROCESSING

3.1 The Client accepts all responsibility for instructions transmitted by any means for the opening, closing, modifying and deletion of orders. All trading operations are executed under the responsibility of the Client. The Company shall bear no responsibility for the Client's trading strategy.

3.2 The Company is not entitled to recommend nor shall it provide recommendations on trading activities to be carried out by the Client. The Client hereby agrees to conduct all such trading operations at his /her/its own risk. Any concept or educational material displayed on or linked from the Company's website shall not be construed as a recommendation by the Company.

3.3 When fulfilling transactions in client terminal trading operations, the mechanism of "market execution" is used.

3.4 The Client Terminal software is the primary method by which the Client can send instructions. The procedure for handling Instructions through the Client Terminal is as follows:

- a) the Client issues an instruction or request which is checked for validity within the Client Terminal;
- b) the Client Terminal sends the instruction to the Company's server;

c) if the telecommunications between the Client Terminal and the Company's server has not been disrupted, the Company's server receives the instruction and executes the trade;

d) the Company's server sends the result of the trade execution to the Client Terminal; and

e) if the telecommunications between the Company's server and the Client Terminal has not been disrupted, the Client Terminal receives the result of the instruction.

3.5 The Client may attempt to cancel a previously-sent instruction, but the Company shall not guarantee the success of the cancellation attempt.

3.6 The Client may not cancel an instruction if it has already been covered with a Liquidity Provider.

3.7 The Company's server may reject the Client's order, typically with a generic error message, if:

a) the Client sends an instruction or request at or before the market has opened or before the first quote from the Liquidity Providers' price feed has been received and relayed by the Company's server;

b) the Company is not able to cover the trade with a Liquidity Provider due to network latency or any other reason beyond the Company's control; or

c) the Client's Free Margin is insufficient to open a position.

3.8 The Client agrees not to purposely exploit hardware and/or software vulnerabilities or technical errors which may exist in the servers, the network, or the software involved in the processing of Client instructions and requests.

4. TRADING OPERATIONS

4.1 For transactions "by Market", the Ask price shall be used for "Buy" transactions and the Bid price shall be used for "Sell" transactions.

4.2 For pending orders, such as "Buy Limit" or "Sell Limit" orders, the Client may place orders outside of the quoted Bid and Ask prices.

4.3 If a position is opened and closed on the Client Terminal erroneously (for example, if the Client Terminal shows that a position was opened but the Company's server was unable to cover the trade with its Liquidity Providers as intended), the Company reserves the right to cancel the Client's transaction on the grounds of Technical Error.

4.4 The Company reserves the right to cancel a Client's executed order if the order appeared to be accepted and executed on the Client Terminal as the result of a technical error.

4.5 The Client agrees to pay all sums owed, including commissions and other expenses, settled by the Company.

5. QUOTES AND SPREADS

5.1 Depending on the type of account chosen by the Client, the spread (Ask-Bid difference) may not be fixed. It will vary depending on the best Bid and best Ask prices received from the Company's streaming quote feed. Transaction charges may be incorporated as a mark-up or mark-down (the difference between the price at which the Company takes a principal position and the transaction execution price with the Client). The Company may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down depending on a variety of factors.

5.2 The Company's price quotes are generally derived from prices provided to the Company by institutional Liquidity Providers and market makers.

6. ROLLOVER AND INTEREST

6.1 Any positions which remain open at 21:59:30 (Server time) or at the end of Market Hours may be subject to rollover charges or credits. The rates charged and/or credited are subject to change at any time at the sole discretion of the Company and may vary between account types.

6.2 The Client acknowledges and agrees that the Company shall not be obliged to pay interest to the Client on any funds received by the Company.

7. MARGIN AND LEVERAGE

7.1 The Client shall fund and maintain, via advance payments, the initial and/or hedged margin in the amount determined by the Company in accordance with the terms of the Client's account type. These sums shall be in the form of cleared funds to be transferred to the Company's electronic currency or bank accounts.

7.2 The Company shall hold the Client's funds in trust in its bank accounts. Any money received by the Company for the Client's account shall be owed by the Company to the Client even where the Company may be acting as agent. The Client shall not have proprietary claim over the funds transferred to the Company; the Company may deal with the funds at its own discretion. The Company shall transfer an equivalent amount of money back to the Client where, at the Company's discretion, it considers that the amount of money the Client has transferred to the Company exceeds the amount necessary to cover the Client's present and future obligations to the Company.

7.3 The Client shall pay initial and/or hedged margin upon opening a position. The amount of initial and hedged margin for each instrument is detailed in the contract specifications.

7.4 The Company reserves the right to change the Leverage or Margin Requirements of a Trading Account at any time.

7.5 The Company reserves the right, but is not obliged, to close the Client's open positions without consent or prior written notification if the account Equity falls below 100% of the Necessary Margin. This is known as a Margin Stop-Out and is intended to protect the Client from the risk of a negative balance within all reasonable efforts.

7.6 The order in which the open positions will be closed in a Margin Stop-Out shall be at the sole discretion of the Company.

7.7 By applying for an account with the Company, the Client acknowledges and agrees that he/she/it understands and is fully aware of the risks involved in trading over-the-counter foreign exchange contracts, CFD contracts, and similar financial products.

7.7.1 The Client understands and accepts the risks associated with the effect of "leverage" or "gearing" in any account in which instruments are traded on margin.

7.7.1.1 When executing trading operations under margin trading conditions, even small market movements may have great impact a Client's trading account due to the effect of leverage. The Client must consider that if the market trends against an open position in the Client's Account, the Client may sustain a total loss of the initial margin and any additional funds deposited to maintain open positions. The Client shall hold full responsibility for all risks, financial resources used, and the Client's chosen trading strategy.

7.7.1.2 While the Company offers account options with high maximum leverage, the Client must acknowledge that an account's maximum leverage is offered only as a freedom of choice and is not a recommendation of any kind. The Company suggests that all Clients conduct research on risk management (or "money management") concepts and the use of Stop-Loss orders to limit losses.

7.7.2 The Client understands that many instruments are traded within wide ranges of short-term price movements so the Client must carefully consider the fact that there is not only a high potential for profit but also a high risk of loss.

7.7.3 The Client understands and accepts the technical risks associated with trading using electronic systems such as the Company's trading platform and client terminal software.

7.7.3.1 The Client accepts the risks that he/she may be required to assume the risk of financial loss caused by the failure of information, communication, electronic and other systems.

7.7.3.2 When executing trading operations through the client terminal, the Client shall assume the risk of financial loss, which can be caused by:

- a) the failure of the Client's hardware, software and internet connection;
- b) the improper operation of the Client's equipment;
- c) the wrong settings in the client terminal;
- d) delayed client terminal updates;
- e) the Client's ignorance of the applicable rules described in documentation provided by the Company or the developers of the client terminal software.

7.7.3.3 The Client acknowledges that at the moment of peak load there may be difficulties in attaining telephone communication with the operator on duty, especially in a fast market (for example, when key economic indicators are released).

7.7.4 The Client shall acknowledge that under abnormal market conditions, the execution time for Client instructions may increase.

7.7.5 The Client accepts the risks associated with the use of the Trading Platform

7.7.5.1 The Client shall acknowledge that only one request or instruction is allowed in the queue. Once the Client has sent a request or an instruction, any other request or instruction sent by the Client will be ignored. In the "Order" window, an "Order is locked" or similar message may appear.

7.7.5.2 The Client shall acknowledge that the only reliable source of quoting information is the server for Clients with live accounts. The quote base in the client terminal shall not be considered a reliable source of quoting information, as in the case of a bad connection between the client terminal and the server, some of the quotes may fail to reach the client terminal.

7.7.5.3 The Client shall acknowledge that when the Client closes the window to place/modify/delete an order, as well as the window in which to open/close a position, the instruction or request that has been sent to the Liquidity Provider will not be cancelled.

7.7.5.4 The Client shall assume the risk of executing unplanned transactions in the event the Client sends another instruction before receiving the result from the instruction sent previously.

7.7.5.5 The Client shall acknowledge that if an order has already been executed but the Client sends an instruction to modify the level of a pending order and the levels of Stop-Loss and/or Take-Profit orders at the same time, the only instruction that will be executed is the instruction to modify the Stop-Loss and/or Take-Profit levels on the position opened with that order.

7.7.6. The Client accepts all Communications Risks

7.7.6.1 The Client shall assume the risk of any financial loss caused by the Client who has either not received a notification from the Company and/or its server, or if such a notification is delayed.

7.7.6.2 The Client shall acknowledge that unencrypted information transmitted by email is not protected from unauthorized access.

7.7.6.3 The Client shall agree that the Company and its employees have the right to delete messages sent to the Client through internal mail three (3) days after they have been sent, despite the fact that the Client may not have received them yet.

7.7.6.4 The Client shall hold full responsibility for the safekeeping of information received from the Company and assumes the risk of any financial loss caused by unauthorized access to the Client's trading account by a third party.

7.7.7 The Client shall assume all financial risks which may be caused by Force Majeure circumstances.

7.7.8 By opening an account with the Company, the Client shall assume all financial and other risks when completing operations (or actions connected with operations) on financial markets that are statutorily prohibited or restricted by the legislation and/or financial regulations of the country in which the Client is legally resident. The Client accepts responsibility for determining the legality of participating in any activities through services provided by the Company within his/her/its country of residence.

8. PAYMENT POLICY

8.1 The Client may add funds to the Client's trading account at any time by transferring funds to the Company by any available means with a reasonable indication that the funds are intended for the Client's trading account. By transferring funds to the Company, the Client shall guarantee the legal source, lawful possession, and legal right to use the funds being transferred to the Company.

8.2 If the Client is under the obligation to pay any amount to the Company which exceeds the equity of the Client's Account, the Client shall pay the excess within two business days of the obligation arising.

8.3 The Client shall hold full responsibility for the accuracy of all payments executed, including the payment of fees and commissions to any third party payment processor(s) or bank(s) involved in the transfer of the funds between the Client and the Company.

8.4 The Client reserves the right to request a withdrawal of funds from the Client's trading account in accordance with the Company's Anti Money Laundering policies. The request must fulfill the following requirements:

a) the request was sent using a standard withdrawal form provided by the Company or through an online account management system provided by the Company on its web site;

b) at the moment of processing by the Company, the Free Margin on the Client's trading account exceeds the amount specified in the withdrawal request, including commissions and fees for the payment method chosen by the Client;

c) the Client's request must meet all of the requirements and comply with the Company's Anti Money Laundering (AML) policies; and

d) all required information is indicated in the withdrawal request.

8.5 The Company may, at its own discretion, deny the withdrawal of funds using the payment method chosen by the Client. In this case, the Client may then withdraw funds by other means such as an alternate third party payment processor or a wire transfer to a bank account associated with the Client's full name and address. For a bank transfer or wire transfer to be processed, the full name provided during the registration process for the opening of the trading account must coincide with the name of the bank account holder.

8.6 The Company shall have the right to impose restrictions on minimum and maximum withdrawal, differentiated by the withdrawal method and transfer currency.

8.7 The Client understands and accepts that any commissions or other charges associated with the transfer method chosen by the Client shall be at the Client's expense.

8.8 The Company reserves the right to charge a commission or fee for remittance from the Client's Account. Such commissions or fees shall be disclosed to the Client prior to the fund transfer.

8.9 Withdrawals can only be made in the currency in which the account is denominated.

8.10 The Company has implemented an Anti Money Laundering policy and is committed to help international organisations combat money laundering and funding of criminal activities. Money laundering is the act of converting money or other material values gained from illegal activity (including terrorism, drug trafficking, illegal arms trade, etc.) into money or investments that appear to be legitimate. The objective of the Company's anti-laundering procedures is to ensure that its customers are identified to a reasonable standard while minimizing the burden on legitimate and compliant customers.

8.10.1 The Company collects and verifies identification data of every Client and also logs and tracks itemized statements of all transactions carried out by the Client. Prior to the opening of any account the Client's government-issued photo identification document and proof of address is verified by the Company.

8.10.2 The Company tracks and maintains detailed records of all transactions, and is obliged to report suspicious activities and transactions to law enforcement authorities.

8.10.3 In order to discourage money laundering and other criminal activities, the Company neither accepts cash deposits nor disburses cash under any circumstances.

8.10.4 The Company reserves the right to refuse to process a transfer at any stage where it believes the transaction to be connected in any way to money laundering or other criminal activity. In compliance with international law, the Company is not obliged to inform the Client that he/she/it has been reported for suspicious activity.

8.10.5 The Company requires that all payments or deposits, where the name of the Client is present, to originate from an account under a name that matches the name of the Client in the Company's records. No third party payments shall be accepted, and no third party refunds or withdrawals shall be remitted.

8.10.6 In case of withdrawals, funds must be withdrawn to an account under the same name (and residential address, in the case of wire transfers) as that of the original funding source. The account name must also match the name of the Client in the Company's records.

8.10.7 The Company shall regularly update its electronic systems for inspection of suspicious transactions and for verification of client identification records in accordance with applicable anti-money laundering regulations, as well as providing training for its employees on enhancements to Anti Money Laundering procedures that may be required by new regulations.

8.11 This section shall clarify the refund policies of the Company and shall apply to all individuals, corporations, and other legal entities that may provide any form of advance payment to the Company for its services.

8.11.1 A refund is possible if an advance payment has been received by the Company, and the funds are not on hold or in any other way inaccessible to the Company, and no transactions in trading operations have been initiated according to the Company's server logs. Additionally, the Client may request a partial refund in the form of an account withdrawal at any time if the requested partial refund amount, less commissions and fees, is less than the amount required to cover the Client's present obligations to the Company in accordance with the Client Agreement.

8.11.2 To comply with the Company's Anti Money Laundering policies, all refunds shall only be remitted to an account held by the same individual or legal entity (based on legal name and address) that provided the initial payment to the Company. The Company may choose an alternate method of payment if the original method of payment is either no longer available, impractical, or temporarily unavailable for reasons beyond the Company's control but the recipient name and address must nevertheless match that of the original sender.

8.11.3 The Client agrees to allow up to 5 business days for a refund, less transaction fees and commissions, to be remitted after receipt of the Client's refund request. The Client accepts that further delays may be possible due to fund processing system delays.

8.11.4 By sending an initial payment of any kind, the Client agrees that the Company shall not be held liable for any losses due to unforeseen service charges or technical issues that may arise as a third-party payment processor or bank processes a transfer of funds between the Company's account and the Client's account. Additionally, the Company shall not be held liable for any delays, errors, nor costs imposed by third party payment processors and/or banking institutions in the process of any fund transfers of any kind between the Client and the Company. The Client accepts that such factors are not within the reasonable control of the Company.

9. AUTOMATED TRADING SYSTEMS

9.1 The Client may use any Automated Trading System, such as an Expert Advisor written in MetaQuotes Language (MQL) or similar technologies, to send instructions from the Client Terminal to the Company's servers for trading operations.

9.2 Certain types of Automated Trading Systems or Expert Advisors may be forbidden. Their use shall, at the Company's discretion, provide grounds for the suspension of a Client's trading account and/or the Client's access to trading operations. Such Automated Trading Systems and Expert Advisors include, but are not limited to, those that:

- a) maliciously exploit technical vulnerabilities on the Company's servers in order to interrupt the intended regularly scheduled operation of the server;
- b) purposely overload the Company's hardware, software, and/or telecommunications network(s); or
- c) purposely commit any malicious activity against the Company's equipment and service.

9.3 The Client agrees to accept full responsibility for the instructions and functions of any Automated Trading System or Expert Advisor that has been activated on the Client's trading account.

10. FORCE MAJEURE CIRCUMSTANCES

10.1 The Company may, with reasonable grounds, define the limits of Force majeure circumstances. The Company will, in due course, take all the steps needed to inform the Client about the occurrence of Force majeure circumstances.

10.2 Force majeure circumstances include, but are not limited to, the following:

- a) any act, event or occurrence, including, without limitation, any strike, riot or civil commotion, terrorism, war, "Act of God", accident, fire, flood, storm, interruption of power supply, electronic, failure of communications equipment or its supplier, civil unrest, government sanction, blockage, embargo, lockout, which, in the Company's reasonable opinion, has led to market instability in one or more of the instruments;
- b) the suspension, liquidation or closure of any market or the absence of any event upon which the Company's servers obtain its quote stream, or the imposition of limits or special or of unusual terms on trading on any such market or any such event.

11. COMPLAINT RESOLUTION

11.1 If any conflict situation arises when the Client reasonably believes that the Company, as a result of any action or failure to act, breaches this Agreement, the Client shall first file a complaint with the Company and make all reasonable efforts to resolve the complaint directly with the Company's compliance department. The Company shall not be expected to resolve complaints posted on independent public internet forums which are not operated by the Company as the Company's staff shall not be expected to monitor third-party web sites for formal complaints.

11.2 To initiate a complaint, the Client shall communicate with the Company's compliance department via email (compliance@bnfxtrading.com). The Client must retain records of the initial complaint and the Company must be reasonably expected to have received the complaint based on the condition of its network and its email server(s) at the date and time of the initial complaint. The Company shall not be expected to receive a complaint if the email servers and/or networks are unavailable due to a Force majeure circumstance, and the Client shall make all reasonable efforts to initiate the communication again following a public announcement of the Company's reinstatement of its equipment and/or network connection in such a scenario.

11.3 A complaint initiated by a Client shall include:

- a) Client's full name;



b) Client's Login (Account Number) for the Client Terminal;

c) All order number(s) relevant to the complaint;

d) Details of the complaint in English;

f) Description of the situation including screenshots where possible.

11.4 For due consideration, the complaint shall not contain excessive elaborations, insults, or coarse language and shall be communicated entirely in English.

11.5 The Client agrees that, if the Company should consider a valid complaint, the most reliable source of information is considered to be the Server's Log File which shall take priority over all other arguments, including the Client Terminal's Log File.

11.6 If the Company deems the Client's complaint to be reasonable, the Company may resolve the complaint by compensating the Client with a credit to the Client's trading account.

11.7 Both the Company and the Client may initiate the process of Dispute Resolution.

11.8 By applying for a live trading account, the Client hereby agrees and understands that any complaints shall only be initiated after the Client has fully understood all of the terms set forth in this document as well as other agreements provided during the account application process. The Client agrees that no complaints for the following reasons shall be accepted:

a) the Client received less profit than had hoped for, or has incurred a loss;

b) the Client is unable to place or modify an order due to a poor internet connection between the Company's server and the Client Terminal;

c) the Client has experienced a failure of the Client Terminal to perform as expected and the Server's Log File shows no record of the Client's intended instruction or request;

d) the Client does not understand a term that he/she/it had agreed to as part of the account application process, whether as part of this document or in any other agreements which were made part of the account application form(s) and communications between the Client and the Company.

11.9 To lodge a complaint regarding non-trading operations, the time when the dispute arises shall be considered the moment when the log appears in the Company's transaction records.

11.10 The Company reserves the right to request that the Client provide additional documentation in order to make an inquiry.

11.11 If a dispute has not been resolved after 40 (forty) days of the Company's receipt of the initial complaint, the Client may then lodge the complaint with a dispute resolution scheme to which the Company holds an active membership.

12. LIMITATIONS OF LIABILITY

12.1 The Client will indemnify the Company for all liabilities, costs, claims, demands and expenses of any nature that the Company suffers or incurs as a direct or indirect result of any failure by the Client to fulfill any of the obligations under this Agreement and corresponding Regulations.



12.2 The Company shall under no circumstance be liable to the Client for any consequential direct or indirect losses, loss of profits, missed opportunity (due to subsequent market movement), costs, expenses or damages the Client may suffer in relation to this Agreement, unless otherwise agreed in the corresponding Regulations.

ENFORCEABILITY

The Client understands and agrees that if any part of this Client Agreement, or any part of any term set forth by this document or on the Web Site, shall be held by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the enforceability of the remainder of this Client Agreement, as well as any part of any term set forth by the Company, shall remain in effect.