



AGM Group

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# TERMS AND CONDITONS

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## TERMS AND CONDITIONS

Please read this document carefully. It details the services which we will deliver and it sets out the obligations and rights applying between you and AGM Group Ltd. If there is anything in this document which you do not understand or with which you do not agree, do not use our Services.

Trading foreign exchange are complex and are not suitable for all investors. When trading forex, you should not use money that you cannot afford to lose. You should only consider trading, if you: (i) are conscious that the use of margin or leverage creates greater risks; (ii) understand that there are situations where we will be able to close out your transactions without giving you notice; (iii) have sufficient time to manage your transactions on an active basis. More detailed risk warnings are set out below.

You, as the client, are required to read and understand the [General Risk Disclosure](#) (can be found on our website) which also forms part of these Terms and Conditions. These terms and conditions as amended from time to time (the “**Terms and Conditions**”) are made between you and AGM Group Ltd. (as the case may be, each also trading under the name “AGM” each such entity shall be referred to herein as “**Us**”, “**We**” or “**AGM**” as appropriate). AGM Group Ltd. is a limited liability company with registered no. IFSC/60/448/FX/17 and is authorized and regulated by the **International Financial Services Commission (IFSC)**. If have not funded your account and you are trading with AGM, you will be a customer of AGM, these terms and conditions shall be effective between You and AGM Group Ltd. Accordingly you (and any profits gained from any such trading activity) shall not benefit from the protections available to clients of regulated entities, including without limitation, all the IFSC rules, regulations and guidance (collectively, “**IFSC Rules**”), including those rules relating to clients funds, best execution policy and complaints. As of the time You fund your account, You shall become a customer of AGM and shall benefit from the protections available to clients of regulated entities and accordingly these Terms and Conditions between you and AGM shall be effective.

These are the entire terms and conditions that apply to the use of this websites/applications and any services provided in relation to the websites/applications including, but not limited to the use of our trading services, data collection and storage practices, downloadable material from our website, financial information published on our website/applications (either by us or by any affiliated party), electronic content, real time information about the exchange rate or price, as applicable, of some currencies, indices, commodities and securities and tools for executing transactions in the foreign exchange market and the other markets available on our website/applications on the internet, by telephone or fax and any other features, content or services that we may add in the future (collectively the “**Services**”).

Use of the Services is subject to these Terms and Conditions. If you have any objections to the Terms and Conditions, do not use our Services. Your access to and use of the Services constitutes your acceptance of the Terms and Conditions and any other legal notices and statements contained on this websites. Your use of the Services is governed by the version of the Terms and Conditions in effect on

the date each Services is used by you. You are responsible for checking this page on our website/applications periodically in order to review the current version of the Terms and Conditions.

Various AGM group company websites, applications areas of such websites/applications and/or Services may have different terms of use posted. If there is a conflict between these Terms and Conditions and those different terms of use, the latter shall have precedence with respect to your use of such AGM group company website, area of such website and/or related service. If you have registered with AGM, these terms and conditions of that company will apply.

Please feel free to contact our customer support team at [cs@agmbroker.com](mailto:cs@agmbroker.com) for any clarifications before you use or continue to use any Service.

**IMPORTANT NOTE – AGM IS NOT ABLE TO ACCEPT APPLICATIONS IN THE FOLLOWING COUNTRIES: UNITED STATES OF AMERICA, BURMA, CUBA, DEMOCRATIC PEOPLE'S REPUBLIC OF NORTH KOREA, IRAN, IRAQ, SUDAN, AND SYRIA.**

**IF YOU ARE TRAVELLING TO ANY OF THESE COUNTRIES, YOU ACKNOWLEDGE THAT OUR SERVICES MAY BE UNAVAILABLE AND/OR BLOCKED IN SUCH COUNTRIES.**

**AGM RESERVES THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR CONDITIONS BEFORE ACCEPTING USERS RESIDING IN OR FROM SPECIFIC COUNTRIES IN ITS SOLE DISCRETION.**

Electronic Signatures and Agreement(s): You acknowledge and agree that by clicking the “I agree” button or similar buttons or links as may be designated by AGM to show Your approval for any foregoing texts, the use of the Services (as defined below), You are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our websites and platforms. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

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# CUSTOMER AGREEMENT

These Terms and Conditions describes to You in full detail the terms and conditions which You must accept without restrictions or objections before using our Services. Before You use our Services and before You become a customer of AGM, You must fully understand and agree to all the terms and conditions expressly explained and/or implied hereto by reference. Notwithstanding anything to the contrary, by continuing to use our Services You are implying that You have read these Terms and Conditions and have unconditionally accepted without reservation the Terms and Conditions in their entirety.

These Terms and Conditions were published on and last updated on February 13, 2017.

## 1 INTERPRETATION

- 1.1 Unless inconsistent with the context, the following reading conventions apply in these Terms and Conditions and all the AGM documentation:
- a) Terms that are capitalised in the text have the specific meaning set out in these Terms and Conditions. Terms in the text have the specific meaning set out in the *Appendix I: AGM Glossary*.
  - b) A reference to a document or form refers to the latest version in force.
- 1.2 The following order of precedence applies within the AGM Contractual Documentation:
- a) The electronic form or contract executed by customer to subscribe to AGM services and products
  - b) The AGM standard terms and conditions (such as these Terms and Conditions)
  - c) The AGM policies/ statements (such as AML/CTF, General Risk Disclosure)
  - d) The service and/or product descriptions
  - e) Any other documentation included by reference in the AGM Contractual Documentation

## 2 CONDITIONS OF USE FOR AGM SERVICES AND PRODUCTS

- 2.1 Except as otherwise expressly permitted in the AGM Contractual Documentation or other applicable contractual documentation of other AGM group entities, the customer must be a registered AGM user or AGM partner in order to subscribe to and use AGM services and products. No subscription to AGM services and products will be effective until finally accepted by AGM.
- 2.2 AGM may set out additional conditions of use for AGM services and products in the AGM Contractual Documentation or, as the case may be, other applicable contractual documentation of other AGM group entities.

### 3 CUSTOMER ROLE AND RESPONSIBILITIES, REGISTRATION & ACCOUNTS

#### 3.1 General Obligations

The customer must comply with all obligations and other mandatory instructions applicable to it in connection with its use of AGM services and products, as set out in the AGM Contractual Documentation or otherwise notified by AGM to the customer.

In particular, the customer is responsible for providing and maintaining current, accurate and complete information as may require by AGM from time to time in connection with the provision or use of AGM services and products.

#### 3.2 Agents and Community Property

3.2.1 In case that an Agent is acting on behalf of customer, AGM shall require all information and documents necessary for agent's identity verification (as stated on *Section 3.3.3*, if the Agent acting as a natural person; or *Section 3.3.4*, if the Agent is a business entity) and rights of such Agent in respect for acting on behalf of customer in the following situations:

- a) Dealing with Agent for the first time;
- b) While any of the provided data or document will have expired;
- c) Any other time AGM considers it necessary for fulfilling the requirements set by its AML/CTF Policy.

The provided documents must further provide satisfactory legal base for Agent to execute proposed act; otherwise AGM shall reject such act.

3.2.2 Situations stated above (in *Section 3.2.1*) does not liberate the customer or the Agent from obligation to provide information and documents necessary to identify and verify the identity of Client in compliance with this document.

3.2.3 In case that the rights of Agent in situations as described in *Section 3.2.1* are based on Power of Attorney, AGM may in its sole discretion require the signature of customer as a principal on the Power of Attorney to be authorized by a public notary and the Power of Attorney to be apostilled and super-legalized.

3.2.4 In case that the rights of Agent in situation described in *Section 3.2.3* are based on Power of Attorney, the Power of Attorney must include:

- a) Detailed personal information of the Customer;
- b) Detailed personal information of the Agent;
- c) Precisely defined scope of act(s), to which the Agent is authorized;
- d) Signature of Customer as a principal.

- 3.2.5 In case that AGM is entering into Agreement with a married couple having community property and acting as a Client, the following conditions apply:
- a) AGM requires identifying and verifying the identity of both spouses in accordance with *Section 3.3.3*.
  - b) AGM may require additional documentation proving that the provided funds, Transaction Account(s) or Transaction Debit Card(s) are part of the community property.
  - c) Each of the spouses is considered as a co-owner of Client Account, as well as joint creditor and joint debtor for the purposes of rights and obligations arising out of the Agreement.
  - d) Each of the spouses has generally the right to dispose the Client Account. In some cases, however, AGM has the right to refuse or reject orders or proposals of one of the spouses unless consent of the other spouse is provided in writing.
  - e) While communicating with one of the spouses, the moment of effectiveness of the object of such communication applies to both spouses.

### 3.3 **Registration**

- 3.3.1 You acknowledge that applicable laws require financial institutions to obtain, verify, and record information identifying each person who wishes to effect trading activity via an AGM account.
- 3.3.2 By accepting these Terms and Conditions, you agree to AGM's verification policy.
- 3.3.3 For the purpose of executing the process of Verification, a prospective Client, if he/she is a natural person, must fulfil the following requirements within UserCenter:
- a) Choosing and entering Password for access to prospective Client Account;
  - b) Entering his/her personal information - full name, permanent residence address, nationality, date and place of birth, ID number, telephone number and email address;
  - c) Stating whether he/she is a Politically Exposed Person;
  - d) Filling in the Investment Questionnaire;
  - e) Determining the method of deposit and/or withdrawal;
  - f) Uploading photocopy of the required documents (such as Identity Card or Passport, and Bank Card) to the corresponding columns in UserCenter, which shall prove the truthfulness of personal data entered by prospective Client as described under letter *b*) above.

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- 3.3.4 For the purpose of executing the process of Verification, a prospective Client, if he/she is a business entity must fulfil the following requirements within UserCenter:
- a) Entering Password for access to prospective Client Account;
  - b) Entering company information - name, seat address, date of incorporation, ID number, telephone number, email address and nature of business;
  - c) Entering personal data of the prospective Client's Authorized Person - full name, permanent residence address, nationality and his/her legal position;
  - d) Filling in an Investment Questionnaire;
  - e) Determining the method of deposit and/or withdrawal;
  - f) Uploading photocopy of the following documents to the corresponding columns in UserCenter, which shall prove the truthfulness of company details as described under letter *b)* and which have further been issued by public authority - proof of existence, list of Authorized Persons and list of owners together with distribution of shares.
- 3.3.5 You further acknowledge that We make efforts to prevent fraud and to confirm Your identity.
- 3.3.6 Accordingly and in order to comply with our regulatory obligation, upon our registration process or at any given time thereafter and in any event prior to commencing your trading activity, You are required to provide personally identifiable information and additional documentation required by AGM for such purpose.
- 3.3.7 Without derogating from the generality of the foregoing, AGM reserves the right to limit, block access to the Services and/or terminating the user account (including by closing your open positions). AGM shall bear no responsibilities to the possible losses you incur upon the closure of such positions.
- 3.3.8 To the extent you have not funded your Account, you will be a customer of AGM, an unregulated entity. By providing such information and/or documentation, You are confirming to Us that any information and documentation provided by You is true, accurate, updated and complete information. Additionally, You agree that You will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from AGM for any purpose.
- 3.3.9 If You are registering as or for a business entity (company), You hereby declare that You have the authority to bind that entity to these Terms and Conditions.
- 3.3.10 We apply strict security procedures and undertake to treat the information that You provide Us with care in accordance with our Privacy Policy, which can be downloaded from our website.
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- 3.3.11 Please note that when You register with Us You will choose a user name and password that will personally identify You each time You log on to our system. Your username and password should be kept confidential at all times. It is your sole responsibility to safeguard this information. If the security of the above username and password is breached or if You suspect that they are being wrongfully used – please contact Us immediately at [cs@agmbroker.com](mailto:cs@agmbroker.com).
- 3.3.12 If we believe that there is likely to be a breach of security we may require you to change your account credentials or suspend your access to the trading platform.
- 3.3.13 We reserve the right to edit, amend or issue you with new account credentials or require a change of your account credentials at any time by giving notice to you.

#### 3.4 **Transaction Account and Debit Card(s)**

- 3.4.1 For the purposes of financial operations concerning funds on Client Account, a register of Transaction Account(s) and Transaction Debit Card(s) is kept within UserCenter.
- 3.4.2 Any debit card or account, from which the first deposit to Client Account is successfully made, is authorized automatically as the default bank account for deposit and withdrawal transactions.
- 3.4.3 To add a new Transaction Account or Transaction Debit Card to the register in UserCenter, Client must provide documentation necessary for Verification of the account/debit card, as described in *Section 3.3.3* (for natural person) or *Section 3.3.4* (for legal entity/company).

#### 3.5 **Eligibility**

- 3.5.1 It is a pre-condition that our Services are only used and contracts are only formed by those who are permitted to enter legally binding agreements. Therefore, if there is any reason why You would not be able to enter a legally binding agreement with Us, for whatever reason - do not use our Services. Such reasons could include, but are not limited to persons that have not yet reached a legal age of consent in a relevant jurisdiction.
- 3.5.2 Due to our internal policies, we will only provide the Services to users who fully understand the associated risks.
- 3.5.3 However, the above mentioned eligibility restrictions shall only apply in cases where the Services involve the use of real money. The above restrictions shall not apply to use of any demonstration account not associated with real money transactions.



### 3.6 **Identification**

- 3.6.1 **General**. We are required by law any applicable regulations to confirm and verify the identity of each person who registers on our system and opens an account with us. Therefore, you will be prompted to provide us with information when you register with us, including: (1) legal name, (2) residential address, (3) date of birth, (4) ID number/Passport Number, (5) Nationality, (6) Phone number, (7) Email address and any other personally identifiable information that we may ask for from time to time such as a copy of your identity card (or passport), a copy of your debit card (with CVV covered), a proof of addresses or other identifying documents or information. You shall notify AGM in writing ASAP (within 7 business days) of any material change in the validity of, or information previously provided to Us.
- 3.6.2 If you do not provide the information within the required time frame, or provide inaccurate, incomplete or otherwise misleading We reserves the right to limit, block access to the Services and/or terminate the user account and/or to assign the user's account to one of AGM's affiliates if such information is not provided.
- 3.6.3 Death or incapacity of account owner. Upon the death or incapacity of an account owner and if the legal heirs or representatives of such account owner would like to withdraw the remaining balance in the account, to the extent there is any, such legal heirs should present to us official legal documents from the applicable authorities in the relevant jurisdiction to our satisfaction, and we, in our sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal.

### 3.7 **Means of Communication**

- 3.7.1 AGM reserves right to communicate with you by email, electronic chats, online discussions, telephone, fax, post, newsletters issued by us and/or any other mean of communications, whether such communication is personally addressed to you or generally addressed to all our users.
- 3.7.2 By accepting these Terms and Conditions you acknowledge and confirm that all such means of communications are deemed acceptable and any such communication so provided shall be deemed to have been received by you.
- 3.7.3 You further hereby consent to your Account information and trade confirmations being available on the internet instead of having such information delivered to you by mail or email.
- 3.7.4 You will be able to access account information through the trading platform using your Account credentials.

- 3.7.5 We will display all of your account activity and you will be able to reports of account. Posting of account information on your online account will be deemed delivery of confirmation and account statements.

**3.8 Your representative(s)**

- 3.8.1 Should you grant trading authority or control over your account to a third party whether on a discretionary or non- discretionary basis, you do so at your own risk.
- 3.8.2 Neither AGM nor any of its affiliates or agents shall in any way be responsible for reviewing your choice of such third party or for making any recommendations with respect thereto.
- 3.8.3 AGM does not make any representations or warranties concerning such third party and shall not be responsible for any loss to you which results from the actions of such third party.
- 3.8.4 AGM reserves the right to reject the appointment of any representative or attorney authorized to act on your account and may elect to dismiss and/or reject any transactions performed by such person.

**3.9 Your Representations and Warranties**

- 3.9.1 Every time you use a Service you will be deemed to represent and warrant that:
- a) You are at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you;
  - b) You are not a politically exposed person and do not have any relationship (e.g., relative, associate etc.) with a person who holds or held during the last 12 months any public position. If the above statement is untrue or inaccurate with respect to you, please inform our customer support team at [cs@agmbroker.com](mailto:cs@agmbroker.com) and we shall inform you if/how you may continue to use the Services;
  - c) You are of sound mind and are capable of taking responsibility for your own actions;
  - d) All the details that you have submitted to us or any details given to us when opening an account and/or making a deposit are accurate, up-to-date, complete and not misleading and match the name on the payment card and/or payment accounts in which you intend to deposit or receive monies from your account;
  - e) You will notify us immediately of any changes to any information you have provided to us in connection with these Terms and Conditions;

- f) You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide and it is your responsibility to make sure that you comply with any and all local regulations, directives, restrictions and laws in your local place of residence before using the Services. You have verified and determined that your use of the Services does not violate any such laws or regulations of any jurisdiction that applies to you;
- g) You are responsible for any regulatory reporting requirements in relation to the CFDs for example disclosure of net short positions where the underlying securities are subject to short selling restrictions;
- h) All money that you use and invest through the Services does not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority.

3.9.2 For the avoidance of doubt, representations and warranties are personal statements or assurances given by you on which we will rely when we provide the Services to you.

**3.10 Limited License.** Subject to the above registration and eligibility requirements and the terms and conditions set forth herein, We hereby grant You a personal license (a "License") that is non-transferable, non-exclusive and fully revocable to use our Service (including the use of our website and any associated downloadable software).

**3.11 Commission, Charges and Other Costs**

3.11.1 You shall pay us the commissions, spreads, charges and other costs set out on our website. We will display the current typical commissions, charges and other costs on our website. Certain instruments are offered on the basis of a variable spread. A variable spread is a spread that is not constant in value. The spread will vary according to market conditions and liquidity changes. Due to the volatile nature of these currencies, a typical spread cannot be listed on the Fees page with respect to such instruments.

3.11.2 You acknowledge that our commissions, spreads, charges and other costs presented to you when opening a trade and/or in our website/platforms are not guaranteed by Us and represent an estimation only based on market condition at the time that the trade has been opened. You further acknowledge that the prices, spreads, rolls over fees/credits charged may vary and there may be instances when market conditions cause spreads to widen beyond the typical spreads displayed on our websites.

We may vary commissions, charges and other costs from time to time and such changes in commissions, charges and other costs are displayed on our

websites/platforms.

- 3.11.3 Subject to complying with the IFSC Rules and any other applicable regulations of any regulatory authority or investment exchange or other exchange, We will not be under any obligation to disclose to, or account to you for any profit, benefit, commission or other remuneration made or received by us by reason of any transaction or investment.
- 3.11.4 You acknowledge and agree that we may where applicable make payments to third parties that help initiate, conclude or maintain a business relationship between us (or our affiliates) and our clients. These payments may include rebates, commission, widened spreads and profit sharing.
- 3.11.5 You acknowledge that all amounts due to us shall be deducted from your cash equity as appearing in your Account.

### **3.12 Quotes and Transactions**

- 3.12.1 Where relevant, we may provide quotes via the trading platform. All quotes are indicative only, are current as at the time provided or displayed, and are provided for information purposes only but do not constitute an offer by us to buy or sell any product or instrument at that price. All quotes are subject to volatility and market fluctuations.
- 3.12.2 We may, in its absolute discretion, but is under no obligation to, execute your requests and instructions outside of the normal trading hours specified for that particular instrument.
- 3.12.3 Where relevant, we specify spread for each instrument on our website. We are entitled to change spreads without prior notice to you.
- 3.12.4 While we take into account the underlying asset price, you acknowledge that we are under no obligation to ensure that the quotes it provides are within any specific percentage of the underlying asset price. When the underlying market or exchange is closed, quotes provided by the Company will reflect what the Company believes to be the current bid and ask price of the relevant underlying asset price at that time. You acknowledge that quotes may be set by us in our absolute discretion.
- 3.12.5 We reserve the right to void from the outset any transaction containing or based on any Manifest Error or a price, or series of prices, which are subsequently determined to be unrepresentative of the actual market valuation of an asset/product. In the absence of our fraud or wilful default, We will not be liable to you for any loss, cost, claim, demand or expense following any Manifest Error or such erroneous quote. For such purpose, a "Manifest Error" means any error that we reasonably believe to be obvious or palpable, including without limitation, offers

to execute transactions for exaggerated volumes or at manifestly incorrect market price quotes or prices at a clear loss.

- 3.12.6 Without derogating from *Section 3.12.5*, if, prior to the acceptance of your offer to open or close a transaction, we become aware that any of the factors set out in *Section 3.12.5* have not been met, We reserve the right to reject your offer outright. If we have, nevertheless, already opened or closed a transaction prior to becoming aware that a factor set out in *Section 3.12.5* has not been met, we may, acting reasonably, either treat such a transaction as void from the outset or close it at our then prevailing price. However, we may allow you to open or, as the case may be, close the transaction in which case you will be bound by the opening or closure of such transaction, notwithstanding that the factors in *Section 3.12.5* were not satisfied.
- 3.12.7 The factors referred to in *Section 3.12.5* include the following: (i) the quote must be obtained via the trading platform or by such other means as we may from time to time notify you; (ii) your offer to open or close the transaction must be given while the quote is still valid; (iii) the quote must not contain a Manifest Error; (iv) a Force Majeure Event must not have occurred as described in *Section 3.12.8*; (v) when you offer to open any transaction, the opening of the transaction must not result in your exceeding any initial or maintenance Margin amount, credit or other limit placed on your dealings; and (vi) any other factor that we, acting reasonably, notify you from time to time.
- 3.12.8 **Force Majeure Events**. We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event will include, but is not limited to, the following: (i) any act, event or occurrence (including without limitation any strike, riot or civil unrest, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the CFDs in respect of which we deal on the trading platform; (ii) the suspension or closure of any exchange or the nationalization, government sequestration, abandonment or failure of any instrument on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; (iii) the occurrence of an excessive movement in the level of any transaction and/or exchange or our anticipation (acting reasonably) of the occurrence of such a movement; (iv) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or (v) the failure of any relevant supplier, financial institution intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. If we determine that a Force Majeure Event exists, we may without

notice and at any time, acting reasonably, take one or more of the following steps: (a) alter your Margin requirements; which may result in you being required to provide additional Margin; (b) close all or any of your open Transactions at such closing prices as we reasonably believe to be appropriate; (c) suspend or modify the application of all or part of these Terms and Conditions to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply thereto; or (d) alter the trading hours for a particular Transaction. (e) void all open transactions in affected Instruments. You agree that we will not be liable in any way to you or to any other person in the event of a Force Majeure Event, nor for our actions pursuant to *Section 3.12.8* if we decide to take such action. The parties shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under these Terms and Conditions, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event, which occurred after the Services were terminated.

### **3.13 Deposits and Withdrawals**

- 3.13.1 You may deposit money into your trading account at any time. We will only accept payment method (for example bank account, e-wallets etc.) in your name. Unless otherwise approved by us pursuant to our internal procedures, third party or anonymous payments shall not be accepted. If AGM is not satisfied that you are the sender of the money it reserves the right to reject the money and return it to the remitter less any transfer fees or other charges. You may be required to submit additional documentation as required by anti- money laundering regulations and any other similar regulations applicable to us (“AML”).
- 3.13.2 We reserve the right to impose payment, deposit or withdrawal limits and payment, deposit or withdrawal fees by giving you reasonable advance notice. Our deposit and withdrawal fees are as set forth at our website.
- 3.13.3 If we accept any payments by debit card, e-wallet or any other payment method that may charge processing fees, the intermediary bank may deduct the fee from the payment that is why the amount we received is less than the amount you transferred. We do not cover the intermediary bank charge, and this charge should be at customer’s cost.
- 3.13.4 If you make a payment via Quick Deposit method, AGM shall immediately credit your trading account with the amount of such payment if we are satisfied that you are the sender of the money. Credit in your trading account shall be denominated in United States Dollars only. If you make a payment via Remittance Deposit method, please allow few to several banking days for the amount to reach your trading account, as the exact timeframe depends on the banks.

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- 3.13.5 If We are not satisfied that You are the sender of the funds We reserve the right to reject the funds and return them to the remitter net of any transfer fees or other charges.
- 3.13.6 We reserve the right, without prior notice to you, to make any currency conversions which we consider necessary or desirable for the purposes of complying with our obligations or exercising our rights under these Terms and Conditions or any transaction. Our conversion charges are as set forth at our website. Any such conversion shall be effected by us in such manner and the rates set forth in our website. Typically, such charges will be presented to you via our trading platform at the time the payment is being made.
- 3.13.7 All foreign currency exchange risk arising from any transaction or from our compliance with our obligations or the exercise of our rights under these Terms and Conditions will be your responsibility.
- 3.13.8 Once received, your money (save for any funds used as margin) shall be deposited in segregated client accounts maintained by us with reputable payment institutions and payment providers in accordance with the IFSC Rules on client money (see *Section 3.15* below for further details).
- 3.13.9 If you give an instruction to withdraw money from your trading account, we will reduce the requested money immediately from your account balance and shall process the withdrawal within 48 hours (working day) on our side. As soon your withdrawal request is processed by us you need to allow few to several banking days for the amount to reach your card or bank account, as they are international transfers.
- 3.13.10 The exact timeframe depends on the banks when banks in the relevant jurisdiction are open for business (“**Business Day**”) of our acceptance of the instruction if the following requirements are met:
- a) Your instruction includes all necessary information;
  - b) Your instruction is to make a payment through a payment method in your name (e.g. bank account, e-wallets etc.); and
  - c) You have provided full identification documents as may be requested by us to support your instruction pursuant to our AML procedures.
- 3.13.11 According to our AML procedures any withdrawal request will be paid to the same individual that originally deposited money with us via any of the payment methods used by him/her when the trading account was initially funded (“**original payment method**”).
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3.13.12 If we are unable to send the money or any partial amount thereof back through the original payment method, we reserve the right to pay the amount through an alternative payment method indicated by you, in United States Dollars (regardless of the currency in which the deposit was made). We shall not be held responsible for any transfer fees or charges charged by the receiver and/or any currency exchange rates resulting from the payment of such amount in United States Dollars.

### 3.14 **Margin**

3.14.1 In order to open a transaction and keep such transaction open, You shall provide to us and maintain with us such amount of money in respect of and as security for your actual or future obligations or liabilities to us ("Liabilities") in such amounts and in such forms as we, at our sole discretion, may require ("Margin"). Different instruments may have different margin requirements as shall be determined by Us from time to time.

3.14.2 To the extent any transactions were executed at a leverage ratio exceeding such limitations and/or to the extent the overall Margin requirement applicable to such users has not been met when due, We reserve the right to close any or all of your open positions without further notice to you whether at a loss or a profit and liquidate your Account.

3.14.3 We may change our Margin requirements at any time. Any requirement for Margin must be satisfied in such currency and within such time as may be specified by us (in our sole discretion) or, if none is specified, immediately.

3.14.4 One Margin demand does not preclude another. Margin shall be provided in cash or such other form as we may agree or accept. Based on the amount of money You have in your Account, we retain the right to limit the amount and total number of open Transactions that you may wish to open or currently maintain on the trading platform.

3.14.5 You are responsible for maintaining appropriate arrangements with us at all times for the receipt and communication of information regarding Margin. You are aware and acknowledge that we may require you to increase the amount in your Account pursuant to a Margin call. A Margin call may be based upon a number of factors, including without limitation, your overall positions with us, your account size, the number of open Transactions you have, volume traded, your trade history and market conditions.



- 3.14.6 No previous Margin requirements specified by us shall preclude us from increasing the rates of Margin without notice. It is your responsibility to monitor at all times the amount deposited in your Account against the amount of any Margin that may become necessary.
- 3.14.7 Failure to meet the Margin requirement at any time or failure to make a Margin Payment when due may result in closure of your open positions without further notice to you whether at a loss or a profit and liquidate your Account.
- 3.14.8 Unless otherwise agreed by us, you charge to us all Margin as a continuing security for your Liabilities under or pursuant to these Terms and Conditions (including under every transaction). You agree to execute such further documents and to take such further steps as we may reasonably require to enable us to exercise our rights or to satisfy any requirement.
- 3.14.9 AGM is irrevocably appointed as attorney in-fact for You and is authorized, without notice to You, to execute and deliver any documents, give any notice and to take any actions on Your behalf, including the execution, delivery and filing of financing statements, that AGM deems necessary or desirable to evidence or to protect Its interest with respect to any collateral. All funds not used by you as Margin to secure your open positions may be freely withdrawn by you, subject to (i) the provisions of these Terms and Conditions, (ii) the availability of money in your account and (iii) any fees or commissions you may owe us. You hereby confirm and acknowledge that any portion of your funds used as margin to secure your open position may be transferred by us from your client's accounts and may be utilized by us to secure our contingent obligations. Such portion of the funds will be considered as debt due by us to You and shall not be considered as "clients' funds". All such funds shall be returned and repaid into the clients' accounts upon the closing of the relevant open positions.

3.15 **Right of set-off**

All your money, securities, currencies, and other property which AGM may at any time be holding for you (either individually, jointly with others) or which may at any time be in its possession or control or carried on its books for any purpose, are subject to a general lien and right of set-off by AGM for your liabilities to AGM Group Limited.

### 3.16 **Client Money**

- 3.16.1 Your funds will be segregated by us and held in segregated bank accounts or in segregated accounts with another authorized firm which may be an affiliate of ours (i.e. will be held separately from our own funds), in accordance with the applicable laws and regulations including the IFSC Rules on client money.
- 3.16.2 We may hold your money and aggregate the money of other clients in the same bank account.
- 3.16.3 We will not be liable for the solvency, acts or omissions of any bank holding client money.

### 3.17 **Several Trading Account**

If you have more than one trading account, we reserve the right to treat all such accounts as if they were under one account. We may limit the number of trading accounts maintained by any person or within a single household, at our sole discretion. We are authorized and entitled without notice to you to take such action to protect our own position by combining your accounts, setting-off between your accounts or to satisfy any obligations that you may have to us out of any of your monies in our custody.

### 3.18 **Orders**

- 3.18.1 We may utilize another executing broker, including AGM and its affiliates execute your orders/or and transactions. Such executing brokers shall have the benefit of all of our rights and remedies and limitations on liability under these Terms and Conditions. We reserve the rights to decline any order or transaction, at any time, in our sole discretion. You shall be responsible for monitoring all Your orders until We confirm execution or cancellation of the order.
- 3.18.2 Any order or instruction you give us will not take effect unless actually received and acknowledged by us. We shall be entitled to act upon any order or instruction which we reasonably believe is given by you or on your behalf without further enquiry as to the genuineness, authority or the identity of any such person giving or purporting to give such order or instruction. The execution of an order by us shall constitute a binding agreement between you and us on the terms of such executed order.

3.18.3 Except for excluded transactions as set forth on our website, any open positions held by you after the relevant hour as set forth on Fees and Charges webpage (the "Overnight Hour") which is considered the beginning and end of the trading day are considered to be held overnight, and are subject to overnight fee/credit as explained below. You acknowledge that when holding such position open after the Overnight Hour, an overnight fee/credit will be either added or subtracted from your account with respect to such position. The overnight fee/credit amount is a constant fee/percentage of the position value/dollar amount per units and is based on a number of factors including among others, whether the transaction is a buy or a sell, interest rates, the currency in which it is denominated, instrument differentials, daily price fluctuations and other economic and market related factors. The overnight fee/credit for each instrument is displayed on our website for each specific Instrument on the trading platform. Please note that as most liquidity providers (which include global banks, financial institutions, prime brokers and other market makers) across the globe are closed on Saturdays and Sundays, so there is no overnight on these days, but most liquidity providers still apply interest for those two days. To account for that, We will book two/three days of overnight fee/credit on the day relevant for such Instrument as set forth on our website (the "WE Overnight Day"), which makes a typical We Overnight Day overnight fee/credit a multiple of the amount on the preceding weekdays, all as set forth on our website. In deciding whether to open a position for a specific Instrument, you acknowledge that you are aware of the overnight fee/credit and authorize us to add or subtract such an overnight fee/credit to or from your account.

### 3.19 **Applicable Regulations**

3.19.1 These Terms and Conditions and any orders or transactions placed or executed under it are subject to all applicable laws and regulations including, without limitation, the constitutions, articles, by-laws, rules, regulations, policies, procedures and interpretations (collectively, "Rules") of the exchanges, markets and clearing houses in which AGM may elects to hedge its activity; of IFSC; and any other applicable Rules of a regulatory, self-regulatory or governmental authority ("Applicable Regulations"). IN NO EVENT SHALL AGM OR ANY OF ITS AFFILIATES BE LIABLE TO YOU FOR ANY ACTION, INACTION, DECISION OR RULING OF ANY EXCHANGE, MARKET, CLEARING HOUSE OR REGULATORY OR SELF-REGULATORY AUTHORITY.

- 3.19.2 AGM or its affiliates may take or omit any action they consider reasonable to comply with Applicable Regulations. You specifically acknowledges that exchange Rules may afford the exchange wide powers in various situations, including, but not limited to, in an emergency, in an otherwise undesirable situation, or in the event of a default (not necessarily on the part of AGM and/or its affiliates), to close-out a transaction, to require the exercise of set-off rights or to take such other steps or combination of steps as the exchange thinks fit. You agree that, if a relevant exchange takes any action which affects any transaction, then We may take any action which We, in our absolute discretion, consider desirable to respond to such action or to mitigate any loss incurred as a result of such action. Any such action taken by Us will be binding on You. In no event shall AGM or its affiliates be liable to You for any action, inaction, decision or ruling of any exchange, market, clearing house or regulatory, self-regulatory, governmental or supra national authority.
- 3.19.3 Nothing in these Terms and Conditions shall exclude or restrict any duty or liability owed by us to you under the Applicable Regulations and, notwithstanding any other provision of these Terms and Conditions, we shall be entitled to take any action that we consider necessary to ensure compliance with any relevant legislation and regulations. In the event of a conflict between any provision of these Terms and Conditions and any relevant legislation and regulations, the relevant legislation and regulations shall prevail.

Each time you enter into a trade you agree to repeat the following conditions:

- a) You are not an employee of any exchange, a corporation in which any exchange owns a majority of the capital stock, a member of any exchange and/or firm registered on any exchange or any bank, trust or insurance company that trades in CFDs held by You;
- b) You will not enter into any transaction which falls within the definition of market abuse. You are reminded that this applies to all forms of market abuse such as insider trading, the misuse of information and directors trading in shares of their own companies; in such circumstances we reserve the right to void all your trading transactions. The use of any high speed trading, scalping or automated data entry system will only be permitted with our prior written consent. Accordingly, a significant number of transactions with short duration may be deemed as market abuse;
- c) You will not enter into transactions or combinations of transactions such as holding long and short positions in the same or similar instruments at similar times either by you or by you acting in concert with others, which taken together or separately are for the purpose of manipulating our platform for gain. Such activity shall be subject to our right to seek reimbursement by equalization from you or any of the connected accounts; and

- d) The execution, delivery and performance of these Terms and Conditions and your use of the Trading Platform including each transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected.

### 3.20 **Marketing Promotions Terms & Expiration**

- 3.20.1 All promotions offering benefits to our users and potential users, such as bonuses, credits and other special offers (collectively, “**AGM Credits**”) that we offer or may offer in the future are subject to specific promotional terms and conditions pursuant to which such AGM credits must be used. Certain promotions may not be available in certain countries, as shall be determined by Us at our sole discretion.
- 3.20.2 At all times, we reserve the right to deny, withhold or withdraw any promotions at our sole discretion at any time. In addition, if we suspect that a user (whether alone or with others) has manipulated or abused (or attempted to do so) a promotion and/or AGM Credits and/or otherwise acted in bad faith towards us (including without limitation, by withdrawing the initial deposit(s), arbitrage trading, risk reduced profiting, hedging or counter-hedging related positions etc.), then, we reserve the right, at our sole discretion, to take the following actions with respect to any such user and/or to any person we consider is acting in concert with such user: (i) temporarily or permanently, block, suspend or terminate the Services or any portion thereof and close the Account, and/or (ii) remove and/or deduct any AGM Credits which might have been granted to such users (taking into account any loss sustained which will be fully recognized); and/or (iii) remove and/or deduct any profits gained by such users as a result of such manipulation or abuse, including by closing any open positions the applicable Account(s), and/or (iii) deny, withhold or withdraw from that user such promotion and any future promotion. For the avoidance of doubt in such circumstances, AGM Credits or any other bonus granted to such users and any profit or gains obtained by such users may be withdrawn, while any loss suffered by such users will be recognized and sustained.
- 3.20.3 From time to time, AGM may grant you AGM Credits with which you can trade through your account. All AGM Credits may never be withdrawn by you and may only be utilized to execute trades in your Account and all such credits amount are considered “Non-withdrawable Amounts” (NWA).

## 4 INTELLECTUAL PROPERTY

All our intellectual property assets ("IP") including but limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme and graphics are our sole and exclusive IP and are all protected by local and international intellectual property laws and treaties including all copyright laws and regulations. Under no circumstances shall You remove any copyright notification from any of our IP or unlawfully use our websites and/or software. The use of our Services does not grant You any rights other than those granted to You by revocable License in any way. We own or are licensed to use all the images, graphics, video, audio, software code, user interface design or logos, and/or content displayed on our website and/or any software used therein and/or useable there through. You may not use these images in any way other than the manner which We provide them. You are not permitted to use any of our images and/or content for any other purpose without obtaining our prior written consent. Nothing contained on our websites shall be construed as granting, by implication or otherwise, of any license or right to use any trademark without either our written permission or the permission of the proprietor of such trademarks. Except as expressly stated herein, You may not without our prior written permission, alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any of our websites. If You link from another website to one or more of our websites, your website, as well as the link itself, may not, without our prior written permission, suggest that We endorse, sponsor or are affiliated with any non-AGM website, entity, service or product, and may not make use of any of our IP other than those contained within the text of the link.

## 5 RISKS DISCLAIMERS AND LIMITATIONS ON LIABILITY

### 5.1 General Risk Statement

You understand that You are using our Services at your own risk. It for this reason that We condition the use of our services to those who can actually bear the loss of any money invested and who properly understand the associated risks that are inherent to trading contracts for differences in relation to foreign currencies, securities (including shares, bonds and/or other debt instruments, including government and public issues) commodities and indices. It is also important to have relevant experience when entering financial contracts and transactions. As You know, the forex, commodities, securities, and indices market is a dynamic arena and their respective prices are often highly unpredictable and volatile. You should not deal in these products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. In addition, use of our Services can never be considered a safe investment rather only an investment with a high risk of loss inherently associated with it. Furthermore, our own spread is added to online quotes which makes a trade on our websites even more volatile. We make sure that the maximum

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risk associated for any user shall not exceed the actual amount of money available in your Account so You cannot lose more than the equity in your account.

## 5.2 **Accountability For Each Financial Transaction**

By using our Services, You agree to be fully, independently and personally liable for each transaction and/or debit card transaction made on our System through your account. As such, You must make sure that You are the only person with access to your account at all times. You must make sure that no minors have access to your account. If You do not settle a transaction performed through your account You shall be liable to Us and must indemnify Us in the amount necessary to cover the entire cost, whether indirect or direct, of the transaction. In the unlikely event that a contract is entered to acquire or sell currency at a price that does not reflect the market price (such as an event where a technical error such as a bug or defect has caused a malfunction that has affected the price of the transaction), We reserve our right to terminate and cancel any such transaction. We will notify You of our decision to cancel the transaction and explain our reasons to You. On the other hand, You are required to inform Us of any such malfunction should You experience such a malfunction whilst trading on our system.

## 5.3 **Restriction on Financial Transactions**

You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide. As such, You understand that ultimately it is your responsibility to make sure that You comply with any and all local regulations, directives, restrictions and laws in your local place of residence before using our Services. We strictly state that We do not permit the use of our Services by users from jurisdiction in which the use of our Services is not permitted. These Terms and Conditions are not offering or soliciting the use of our Services to any one located in a jurisdiction in which the specific use is not authorized or otherwise permitted by local laws. Please note that AGM shall apply its own spread to all transactions and trades made by using our Services which can increase the cost of the transactions and trades accordingly. By using our Services, You declare that all the funds that You use and invest on our Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any authority. In the event that We become suspicious that You may be engaging in or have engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms and Conditions, your access to the Services may be terminated immediately and/or your account blocked. If your account is terminated or blocked in such circumstances, AGM is under no obligation to refund any funds that may be in your account, unless otherwise instructed by a relevant regulatory authority. In

addition to terminating your access to the Service and/or blocking your account, We reserve the right to prevent You from accessing any of our other websites or servers, or accessing any other services offered by Us. We shall be entitled to inform the relevant authorities, other online service providers and banks, debit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and You will cooperate fully with Us to investigate any such activity.

#### **5.4 Additional Risk Disclosures**

It is important that You be fully aware of the following points:

- 5.4.1 AGM reserves the right to close part, or all, of customers' open positions, in order to facilitate the charge of any fees or amounts due by You. Notwithstanding, You shall be liable for promptly paying such fee(s) and/or amounts to AGM.
- 5.4.2 You acknowledge that the trading of certain Instruments on the trading platform may become volatile very quickly and without warning. Due to the high degree of risk involved in trading volatile Instruments, you acknowledge and agree that we reserve the right to close all or any open Transactions with respect to any Instruments that we determine, acting reasonably, are volatile, at the price quoted on the Trading Platform at such time without notice.
- 5.4.3 AGM does not guarantee any order. Placing stops, regardless of the entry or closing designation, does not guarantee that the trade will be filled at the order price. All entry Stops and Stops will be filled, upon activation, at the available market price available to us that may or may not match the requested order price.
- 5.4.4 In the event liquidity providers are unable to provide liquidity to Us your order may experience delays in execution or You may not be able to place orders entirely. The size of the order may also impede the speed at which the order is executed. Keep in mind that it is only necessary to enter any order once. Multiple entries for the same order may inadvertently open unwanted positions.
- 5.4.5 While trading on our website and/or applications, You might encounter system errors that are resulted from hardware and/or software failures. The result of any system failure may be that your order is either not executed according to your instructions, executing with account balance errors and discrepancies or not executed at all. AGM will not be liable for the resulting errors in account balances. AGM reserves the right to make the necessary corrections or adjustments on the account involved.



- 5.4.6 High leverage allows trading in CFDs with relatively modest Margins or guarantees in relation to the scope of the contract. The result of this is that even a slight fluctuation of the underlying market or instruments could mean substantial gains when these fluctuations are in your favor, but could also mean considerable losses if the fluctuations are to your detriment. No system exists that could assure you that your CFDs will bring you great benefits, nor is it possible to guarantee, that your transactions will yield favorable results.
- 5.4.7 Even though the foreign currencies, commodities, securities and indices markets may be liquid as compared with other financial instruments or markets, the market conditions might at times render the execution of an order or of a limit on an order (for example by placing a stop) at a stipulated price impossible. Accordingly, even though the extent of the losses could be subject to an agreed limit, the risk of incurring losses could be higher, and that loss could occur in a relatively short period of time.
- 5.4.8 In the event of the price of one of your transactions moving against you, in addition to the requirement to deposit additional guarantees or Margin as may be required by AGM, AGM reserves the right to close the outstanding balances without your consent.
- 5.4.9 Under abnormal market conditions, the price of underlying market or instruments may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by us or by you.
- 5.4.10 The risk disclosures presented here do not reflect all of the risks as well as other important aspects relating to CFDs.
- 5.4.11 Under abnormal market conditions, CFDs may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by Us or by You.
- 5.4.12 It is important to make a distinction between indicative prices which are displayed on charts and deal-able prices which are displayed on our trading platform. Indicative quotes only give an indication of where the market is. Because the forex, derivatives products market are decentralized, meaning it lacks a single central exchange where all transactions are conducted, each market maker may quote slightly different prices. Therefore, any prices displayed on any chart made available by us or by a third party will only reflect "indicative" prices and not necessarily actual "dealing" prices where trades can be executed.
- 5.4.13 All statements with respect to real money accounts will be open during the weekend and all traders are welcome to view their trading account info. AGM reserves the right not to offset contracts carried over the weekend shortly after markets are open. AGM will allow offsetting contracts carried over the weekend when market liquidity conditions are reasonable.

- 5.4.14 The risk information presented here does not reflect all of the risks as well as other important aspects intrinsic to CFD transactions with respect to foreign currencies, commodities, securities, and indices. Therefore, before starting to trade, You should learn the specifics of trading on such transactions in detail or seek further advice.
- 5.4.15 There are a series of inherent risks with the use of the mobile trading technology such as the duplication of order instructions, latency in the prices provided, and other issues that are a result of mobile connectivity. Prices displayed on the mobile platform are solely an indication of the executable rates and may not reflect the actual executed price of the order. Our mobile feature utilizes public communication network circuits for the transmission of messages. We shall not be liable for any and all circumstances in which You experience a delay in price quotation or an inability to trade caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between You and any internet service provider, phone service provider, or any other service provider. Please further note that some of the features available on the trading platform or our Social Trading Features may not be available on our mobile feature.

## 6 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 6.1 YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE, AND ANY PUBLICATIONS, PRESENTATIONS, FINANCIAL TRADING INFORMATION, PRICING DATA, TRADE DATA, PERFORMANCE INFORMATION, BLOGS, POSTINGS, OR OTHER INFORMATION, CONTENT, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON OUR WEBSITE, IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- 6.2 TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF OUR WEBSITES OR THE INFORMATION, CONTENT, MATERIALS OR SERVICES ON OR ACCESSED VIA OUR WEBSITES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NEITHER THE WEBSITE, NOR ANY INFORMATION, CONTENT, MATERIALS, OR SERVICES AVAILABLE VIA THE SITE, CONSTITUTES OR IS INTENDED TO CONSTITUTE, OR SHOULD BE CONSTRUED AS, A SOLICITATION OR ANY OFFER TO BUY AN INTEREST IN ANY SECURITY, INVESTMENT ADVICE OR A RECOMMENDATION OR PROMOTION OF ANY TRANSACTION OR OTHER FINANCIAL PRODUCT, INVESTMENT MANAGER, OR TRADING OR INVESTMENT

STRATEGY. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE, RELIABLE OR CURRENT AND WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE. FURTHER, WE MAKE NO REPRESENTATIONS AND WARRANTIES THAT OUR WEBSITES WILL BE UNINTERRUPTED, SECURED, OR FREE OF ERRORS OR VIRUSES, OR OTHER HARMFUL COMPONENTS.

- 6.3 IN NO EVENT SHALL WE OR OUR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF AGM GROUP LTD. OR ITS AFFILIATES (THE "AGM PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF OUR WEBSITES, ANY INFORMATION POSTED ON OUR WEBSITES BY ITS USERS, OR ANY OTHER INFORMATION, CONTENT, MATERIALS OR SERVICES AVAILABLE ON OUR WEBSITES (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.
- 6.4 IN ANY EVENT, AND NOTWITHSTANDING, THE MAXIMUM LIABILITY THAT YOU MAY CLAIM FROM US FOR ANY REASON SHALL BE NO MORE THAN THE ACTUAL SUM OF MONEY THAT YOU DEPOSITED IN YOUR ACCOUNT FOR THE PURPOSE OF TRADING THAT MAY HAVE BEEN THE BASIS FOR ANY ACCUMULATED LIABILITY THAT YOU INCUR. CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

## **7 TECHNICAL FEATURES AND REQUIREMENTS**

- 7.1 You acknowledge that the Services and/or the Software are beta versions at the stage of development. Consequentially, the Services and/or the Software are instable and may not work error free. We do not warrant that the functions contained in the Services and/or the Software will meet Your requirements or that the operation of the Services and/or the Software will be uninterrupted or error free. Moreover, We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software and/or the Services including without limitation, the structure, specifications, "look and feel," navigation, features and other elements of the Software and/or the Services or any part thereof.

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- 7.2 **Technical Requirements to Use Our Services.** You must provide and maintain adequate technical means on which You install our software and/or access our Services. These technical means must include at least a personal computer/mobile device/tablet, internet access by any means and telephone or other access line. Access to the internet is an essential feature and You shall be solely responsible for any fees necessary in order to connect to the internet. Furthermore, as You are using your personal computer in order to access our Services You are strictly and solely liable for the integrity and proper storage of any data associated with our Services. By using our Services, You represent and warrant to Us that You have installed and implemented appropriate means of protection relating to the security and integrity of your computer and that You have taken appropriate action to protect your system from computer viruses or other similar harmful or inappropriate materials, devices, information or data. We will not be liable to You in the event that your computer system fails, damages, destroys and/or formats your records and data. Furthermore, if You incur delays and any other form of data integrity problems that are a result of your hardware configuration or mismanagement, We shall not be liable. You further undertake to protect Us from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to our system from your personal computer.
- 7.3 **Technical Problems and Difficulties.** As a provider of technology, We remind You that in some circumstances the use of the internet can at times be unreliable and at times You may experience trouble connecting, although it is now common practice that generally the use of the internet is now regarded to be very reliable. Notwithstanding, and recognizing the above, You hereby undertake that We will not be liable, and You will not hold or seek to hold Us or any of our officers, employees agents or service providers liable, for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects. We do not represent, warrant, guarantee or claim that You will be able to access or use our Service at all times and from any location. Moreover, if you are travelling to any country in which our Services may not be available or are blocked, and/or you have limited or no access to our Services. Neither do We represent, warrant, claim or guarantee that our Services will be uninterrupted and error-free at all times. Furthermore, We make no warranties for merchantability or fitness for a particular purpose.
- 7.4 **Disconnection Policy.** If You are suddenly disconnected from our Services whilst actively trading online, We will keep your positions open until You can re-establish your connection or trading ceases.

- 7.5 **Maintenance Shut Downs.** We maintain our continuing right to shut down our operations and close our Services to our customers at any time. We may do so at any given time, without notice. If We do so, We maintain the right to close all open transactions (regardless of any ongoing positions and profit margins) and to conclude the transactions at fair and market value quotes so that our customers will not have any ongoing claims from Us. Furthermore, at any given time, at our sole discretion, We reserve the right to impose volume limits on customer accounts. Contract payouts shall be determined by AGM by reference to the daily values reported on this website relevant to the interbank trading data received by AGM for forex or derivative products quotes, subject to the provision that AGM shall have the right to make corrections to such data in the event of mispriced or typographically incorrect data.

## 8 PROHIBITED TRADING TECHNIQUES

- 8.1 **Circumvention & Reverse Engineering.** You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that We have applied to our system. If, at our sole discretion, You are in breach of this clause, We may terminate your access to the Service immediately and/or have your account blocked, and AGM may inform Interested Third Parties of your breach of this clause. We have, and will continue to develop any tools necessary to identify fraudulent or unlawful use of our Service.
- 8.2 **Artificial Intelligence Software.** It is absolutely prohibited to use any software, at our sole discretion, which purpose is to apply any kind of artificial intelligence analysis to our system relating to the use of our Service. In the event that We determine, at our own discretion, that artificial intelligence software has been used We reserve our right to take action as We see fit, including completely blocking access to the Service and/or terminating the user account. AGM reserves the right to seize any profits and/or revenues generated directly or indirectly by exercising prohibit trading activity as described in this *Section 8*.
- 8.3 **Abusive trading technique.** Internet, connectivity delays and price feed errors sometimes create a situation where the prices displayed on the AGM trading platforms do not actually reflect the market rates, either generally as a result of connectivity delays, upon the occurrence of a market event or an abnormal trading conditions. Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices, or taking advantage of these internet delays (such a scalping or sniping), cannot exist in an OTC market where the client is buying or selling directly from the market maker. Such trading strategies are not permissible on our trading platform. If We can reasonably demonstrate that you, based on your trading strategy or other behaviour, deliberately and/or systematically exploited or attempted to exploit such errors in prices and/or off-market prices, we are entitled to take one or more of the following counter measures within 30 days as of the time We have identified such techniques: (i) adjust the price spreads available to

you; (ii) restrict or delay your execution and/or your access to streaming, instantly tradable quotes, including by providing manual quotations only; (iii) reclaim from your account any historic trading profits that we can demonstrate have been gained through such abuse at any time; and/or (iv) terminate the account immediately by giving written notice. Any dispute arising from such quoting or execution errors will be resolved by AGM at its sole and absolute discretion.

## 9 CONFLICTS OF INTERESTS

- 9.1 Under the IFSC Rules we are required to have in place arrangements with a view to taking all reasonable steps to prevent conflicts of interest constituting or giving rise to a material risk of damage to the interests of our clients. We have established a comprehensive conflicts of interest policy to identify and manage such actual or potential conflicts of interest. Our conflicts of interest policy is available upon request. Where we are unable to prevent a potential conflict of interest, we will notify you in writing about the nature and sources of potential conflicts of interest, so that you can make an informed decision on the Services or recommendations involved.
- 9.2 You accept and confirm that a conflict of interest may arise when the interest of AGM and its affiliates competes or may appear to compete with your interests under these Terms and Conditions.
- 9.3 Specifically you hereby acknowledge and confirm that:
- 9.3.1 We may assign or transfer the execution of Your orders to another member of the AGM group or companies;
  - 9.3.2 We may execute at the same time orders by different customers that are opposite to one another;
  - 9.3.3 We may establish business, including without limitation, trading relationships with other issuers of financial instruments and We may have a financial interest in such instruments;

## 10 MISCELLANEOUS

- 10.1 **Complaint Handling.** In the event that a Customer is not satisfied with the services and assistance provided by the Company, the Customer should contact the Company as soon as possible by email. All claims or complaints should be provided to the Company only in written form by email at [cs@agmbroker.com](mailto:cs@agmbroker.com) and AGM will consider such claims or complaints in view of finding solutions to the satisfaction of both parties.
- 10.1.1 AGM will assist Customers and aim to thoroughly investigate and resolve all complaints as quickly as possible, and in any event within a period of five (5) business days from proper notification of the complaint. It should be noted that in certain specific situations this period might be extended to more than five (5) business days.
- 10.1.2 If the complaint relates to a trading dispute, detailed information will be required, including the Customer's account number. All trading disputes must be lodged as soon as reasonably practicable after the grievance has arisen.
- 10.2 **Data Protection.** AGM is committed to protect all personal information of the client, of which it becomes aware in connection with the business cooperation between the client and AGM. In this respect, AGM is governed by the applicable laws, business practices and good manners.
- 10.3 **Taxation.** You hereby acknowledge and understand that We do not collect any taxes for any government authority in any form or manner and You further understand that it is your own responsibility to calculate and pay all applicable taxes applicable in your country of residence arising as a result of your trading activity on our Services. Notwithstanding the above and without derogating in any way from your sole, exclusive and personal obligation to pay taxes in your local jurisdiction, You unequivocally agree that We may withhold and deduct any taxes due under applicable law and regulations that may arise from the results of your investment on our system. All amounts extracted from your account are "gross amounts", from which We may deduct any such taxes if necessary under the applicable law. In such an event, You shall have no claim towards AGM with regard to any such deductions.
- 10.4 **Governing Law & Jurisdiction.** These Terms and Conditions shall be governed by and construed in accordance with the laws of IFSC notwithstanding any principles of conflicts of law. By using our Services You agree to recognize all electronic and magnetic data and documentation as admissible evidence when settling a dispute regarding any trades and investments.

#### 10.5 **Termination of these Terms and Conditions**

We reserve the right to terminate these Terms and Conditions and your account and registration (including your username and password) in the following cases:

- 10.5.1 If for any reason We decide to discontinue to provide the Service, by providing at least a 3 (three) calendar days' notice (which may be provided by email, facsimile etc.);
- 10.5.2 If We believe that You have breached any of the terms of these Terms and Conditions, immediately without notice;
- 10.5.3 If your use of the Service has been in any way improper or breaches the spirit of these Terms and Conditions; or
- 10.5.4 an issuance if an application, order, resolution or other announcement in relation to the bankruptcy or winding-up proceedings in which You are involved, immediately without notice;
- 10.5.5 the death of the user, immediately without *notice*.

- 10.6 You may terminate these Terms and Conditions and your account and registration (including your username and password) at any time by sending an email to such termination to take effect upon AGM terminating your account and registration (including username and password), which shall occur within 7 calendar days after receipt of your email on our servers, provided that You shall remain responsible for any activity on your account between sending Us an email and the termination of your account by Us.

If these Terms and Conditions are terminated for any reason due to suspected misconduct by the user, AGM reserves the right to withhold any funds in the account until the matter is resolved. Any decision made by AGM regarding the matter will be final.

- 10.7 **Severability**. If any part of these Terms and Conditions is unlawful, void or determined to be unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

- 10.8 **Modifications to These Terms and Conditions**. No provision of these Terms and Conditions can be amended by You, in any respect, except in a writing by an officer of AGM that has been confirmed by AGM's secretary, and in entering into these Term and Conditions, You have not relied on, or been otherwise induced by, any matter not contained in such writing. For the avoidance of doubt, our customer support department employees are not authorized to amend or to waive the terms of these Terms and Conditions in any respect. We reserve the right to amend, revise, modify, and/or change these Terms and Conditions at any time.



10.9 **Assignment.** Subject to applicable regulations, upon notice to You, AGM may assign these Terms and Conditions and/or any of our rights and/or obligation hereunder to another registered or authorized or unauthorized investment professional.

10.10 **Contact details and customer support services.** AGM is committed to provide the most professional customer support services: You are welcome to contact Us in any question and/or concern You may have in the following contact method:

Contact Us:

Please feel free to contact our customer support team at [cs@agmbroker.com](mailto:cs@agmbroker.com) for any clarifications before you use or continue to use any Service.

**PLEASE PRINT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.**

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## Appendix I: AGM Glossary

For purposes of these Terms and Conditions and all the documentation forming an integral part of the Agreement and attached to the Agreement, the terms used herein and in such documentation shall have the following meanings:

1. “Agent” is a third person acting on behalf of Client based on either a contractual relationship between clients or the third person (Power of Attorney) or a binding decision of authority stating that the third person is a legal representative of Client.
2. “AML/CTF Policy” is a set of internal rules and measures imposed upon employees of AGM with the purpose of meeting anti-money laundering and counter-terrorism financing guidelines as a prevention of money laundering and terrorism funding. Such measures include Know Your Customer policy, on-going monitoring of Clients’ data and Transactions and other rules as described on AGM’s Website.
3. “Authorized Person” is a person, who is formally and properly empowered to legally represent Client in respect of duties associated with his/her company at the time of proposing acts, entering orders or in other way dealing with AGM.
4. “AGM Website” is a website founded and operate by AGM, which contains updated information about AGM and its services. The website can be reached through the following address: <http://www.agmbroker.com/>.
5. “CFD” refers to the underlying assets include foreign currency, shares, Exchange-Traded Funds (ETFs), indices, commodities and virtual assets.
6. “Client” and/or “Customer” means any person, who has in his/her own name entered into Agreement and so established legal rights and obligations between himself/herself and AGM arising from and in compliance with the Agreement and other documents, which are declared to be integral part of the Agreement.
7. “Client Account” and/or “Customer Account” shall mean an account opened with AGM solely in the name of Client after entering into the Agreement for the purpose of registering the balance and all Transactions concerning funds of Client.
8. “Closing Position” and/or “Stop” means the process of termination of an opened position. Once this process is successfully completed, legal rights and obligations related to concerned position terminate together with the position, which is then closed.

9. "Conflict of Interest" is a situation in which there is a potential of weakening impartiality one of the parties to the Agreement because of discrepancy between the party's interest concerning the Agreement and other professional or self-interest. It also means cases of discrepancy between parties' interests and public interest.
10. "Agreement" / "Contract" is the Agreement on Provision of Investment Services in relation to financial services provided by AGM. It is concluded between AGM and the Client and also includes documentation considered an integral part of the Agreement.
11. "Credit" is a fictional amount assigned to the platform of MetaTrader. This amount increases the value of equity.
12. "Currency" is a medium of exchange in the form of money, which is issued by a government and circulated within an economy. Currency is the basis for trades on foreign exchange market.
13. "Exchange Rate" is the rate between two currencies in which one currency will be exchanged for another.
14. "Financial Instrument" is an investment instrument in form of real or virtual document representing a legal agreement involving some sort of monetary value.
15. "Introducing Broker" is a person acting as a tied agent in the respect of referring clients to AGM based on a contractual relationship between AGM and such person. Unless stated otherwise in the agreement between AGM and such person, the Introducing Broker has no right to act in the name of AGM.
16. "Investment Questionnaire" is a series of questions concerning prospective Client's financial background, trading experience, knowledge plans and goals in investments.
17. "Leverage" means the use of borrowed capital to be able to make larger trades with a limited amount of money.
18. "Login" means a unique username, which allows Clients to access Trading System, and further allows to access into the Trading System after entering the username and Password.
19. "Market Execution" means the method of execution when the Clients are opening or closing their position(s), these orders go to the open market where they are filled at the best available price. There is a delay before the trade is placed and when it is filled. This method of execution doesn't allow stop-loss and profit from orders will be specified and set at the moment of placing a new trade.

20. "UserCenter" is a mean of distant communication, an internet-based application developed by AGM and its partners for the purpose of facilitating the process of entering into the Agreement, management of Client Account and gathering necessary information about AGM's Clients. UserCenter forms a significant part of Trading System.
21. "Opening Position" means the process of establishing or entering into a trade. Once this process is started, legal rights and obligations related to concerned trade arise. Once this process is successfully completed, an opened position is established.
22. "Password" means a sequence of characters, which is used to determine a person requesting access to Trading System.
23. "Power of Attorney" is a written authorization of third person to represent Client and act on Client's behalf. Any document suiting the definition in previous sentence falls within this term, no matter how such a document is actually named.
24. "Platform" is specific software provided by AGM, through which investors and traders can order and execute the process of Opening Position, Closing Position or in other ways managing their positions and entering Transaction Orders. Platforms form a significant part of Trading System.
25. "Politically Exposed Person" is a natural person who has been entrusted with prominent public function, such person's close relative or any person known to be close associate of that Politically Exposed Person.
26. "Quotation" means specified prices of Financial Instruments offered at specific time to the Client.
27. "Spread" means a variable difference between the price, at which a client may buy and sell a particular Financial Instrument. This variable spread varies within a certain range. This range is movable according to the market.
28. "Technology Provider" is a third person providing AGM with necessary technical means based on a contractual relationship between such person and AGM.
29. "Trading Hours" are time frames during which the transactions on particular Financial Instrument can be executed. Trading Hours of AGM are generally from Sunday 23:00 PM (GMT) through Friday 22:00 PM (GMT).
30. "Trading System" is a complex of software and internet-based applications provided by AGM to the Client in a way of connecting to the dedicated servers designated for that purpose by AGM, facilitates the process of provision of Investment and Supplementary Services.

31. "Transaction" means an agreement arranged by AGM between Client acting as a seller or buyer of Financial Instruments and third person as counterparty.
32. "Transaction Account" is one or more accounts, which meet the requirements set in *Section 3.4* and which have successfully passed the process of Verification.
33. "Transaction Confirmation" is an automatic written confirmation of successful execution of Transaction. The confirmation is generated by Trading System and shows up in the list of Transactions within Client Account.
34. "Transaction Debit Card" is one or more debit cards, which meet the requirements set in *Section 3.3.3* for natural person; and/or *Section 3.3.4* for legal entity (company) and which have successfully passed the process of Verification.
35. "Transaction Margin" means collateral in the form of monetary funds, which is necessary to be provided by Client for particular opened position.
36. "Transaction Order" is an order placed by Client for AGM to conclude a Transaction.
37. "Unavoidable Circumstances" are circumstances that arise independently of the will of party obligated under the Agreement and which prevent this party of Agreement from performing its obligation, provided that it cannot be reasonably expected that the obligated party could overcome such circumstances or its consequences, and further that the occurrence of the circumstances was unpredictable at the time when the obligated party undertook to perform the obligation.
38. "Verification" is the process or act of checking and potentially confirming the truth and validity of information provided by Client to AGM. Such information concern Client's background, personal (and corporate, if applicable) and account details and are verified by requested documentation, as described herein and in the Agreement. Without due and successful Verification the Agreement cannot be entered into.