



CLIENT AGREEMENT - TERMS AND CONDITIONS

Dated: 28 December 2018

1. INTRODUCTION

1.1 ZT Markets Limited, hereinafter be referred to as the "Company", hereby renders the service Zentrader Online Trading Platform to individuals and legal entities ("Clients" or "Client"), with the exception of stateless persons, individuals under 18 years of age and citizens and legal entities of countries in which the Service is not offered.

1.2 Hereinafter, the Company and the Client shall be collectively referred to as the "Parties". Reference to the Client as "he" and "him/his" will also have the meaning of "she" and "her".

1.3 The Zentrader service is an online trading facility which allows the Client to trade Foreign Exchange (Forex) contracts and Over-The-Counter (OTC) Issued Derivative contracts, including but not limited to Contracts For Difference (CFD), on such underlying assets as currency pairs, stock indices and spot metals (hereinafter the "Service").

1.4 All documents and information posted on the Company's website or displayed through the platform of the Service are an integral part of this Terms and Conditions document. Such documents and information, along with these Terms and Conditions, shall be referred to collectively as the "Regulations" or "Regulation".

1.5 The Client undertakes to read closely the terms of Regulation which govern all trading and non-trading operations of the Client.

2. SERVICES

2.1 Subject to the Client fulfilling the obligations of the Regulations, the Company shall provide the Client with the ability to make transactions using the Service.

2.2. All conditions under which the Client affects their trading and non-trading operations, as well as the principal of execution of client orders and requests within the scope of each Service offered, are defined in this Regulation and on the Company website (zentrader.com).

2.3 The Client agrees to refrain from Unauthorized Activity which may impede the way in which the Company is able to provide Services and/or may be contrary to the provision of an orderly market.

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2.4 Unauthorized Activity includes, but is not limited to, the following:

(a) opening or closing positions based predominantly on financial advice, recommendations, statements or commentaries from a third party, regardless of whether or not they are licensed or authorised to do so (b) insider trading (c) underlying FX or asset market manipulation (d) Account Takeover situations (e) attempts to and instances of, hiding or creating doubt about or misleading us about you or a third party's actual location (f) attempts to and instances of hiding or creating doubt about or misleading us about you or a third party's device's location (g) attempts to and instances of hiding or creating doubt or misleading us about your tax residency (h) trading from a virtual private server (VPS) or virtual machine (VM) (i) trading via a virtual private network (VPN) (j) trading on an account by someone or something other than the account holder, whether or not they are a legal person (k) use of a TOR browser or similar services (l) attempts to attack our IT infrastructure or slow down our server (m) attempts to trade using arbitrage, price latency or system overload (n) trading on multiple accounts from single IP address (o) trading on multiple accounts from a single device (p) the utilisation of any methodology, strategies, plan, devices, which may adversely affect Zentrader's ability to effectively manage its risk or ability to comply with its regulatory obligations (q) unusual transactions such as scalping or trading patterns involving what Zentrader considers to be sudden and significant changes in volume traded.

2.5 Without limiting Zentrader's right to consider a client's intentions if it considers it appropriate, no proof of intention shall be required in establishing that an Unauthorised Activity has occurred.

2.6 With respect to Foreign Exchange (Forex) Transactions placed through the Service, the following conditions apply:

- (a) A trading operation conducted by the Client represents their purchase of a Foreign Exchange contract for one of the underlying assets offered by the Company in accordance with which the Client acquires the right to sell the contract for a certain price at the end of a time period (the Closing Date).
- (b) The client fully understands the agreed time in which the Foreign Exchange contract is entered is the Value Date. There is no definitive term attached to a Foreign Exchange contract, such a contract will continue until the Closing Date. Each Position continues indefinitely until it is unwound (Closed Out).
- (c) The Client fully understands that the prices quoted within the Service are referred to as the Market Rate, and are the prices at which the Client is willing to buy or sell the Foreign Exchange contract. Furthermore, the Client understands that these prices may not reflect the market price of the underlying asset or any commissions associated with the purchase or sale of the Foreign Exchange contract.

2.7 With respect to OTC Derivative Transactions placed through the Service, the following conditions apply:

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- (a) A trading operation conducted by the Client represents their purchase of a OTC Derivative contract for one of the underlying assets offered by the Company. In accordance with which the Client acquires the right to purchase or sell the contract for certain price at the end of a time period - the Expiry Period.
- (b) The closing of the trading operation of the Client is effected at a price at the moment of expiration of the corresponding OTC Derivative contract. In cases where the price of the corresponding OTC Derivative contract at the moment of expiration did not change (At The Money), the contract will expire at the current price worthless.
- (c) The Client fully understands that the prices quoted within the Service are referred to as the Open Rate (Trading Strike) or Closing Rate (Closing Strike), and are the prices at which the Client is willing to buy or sell the OTC Derivative contract. Furthermore, the Client understands that these prices may not reflect the market price of the underlying asset or any commissions associated with the purchase or sale of the OTC Derivative product.
- (d) The Client acknowledges that if the forecast of the Client at the expiration of the OTC Derivative contract did not meet the Client's expectation (Out of The Money) the Client will lose the entire amount which was invested in the trade.
- (e) The Client acknowledges that if the forecast of the Client at the expiration of the OTC Derivative contract is correct (In The Money), the Client will receive a fixed payout at the rate agreed upon during purchase of the contract.
- (f) In some instances, the Client may have the option to close out an OTC Derivative contract prior to the Expiry Period – this is termed Early Closure. The Client is provided a Payout quote for the respective contact via the platform which they may accept. This Early Closure quote will fluctuate based on a number of factors including time to expiry, market price and volatility. Furthermore, the Client understands that these prices may deviate significantly from underlying market and the Company is always not able to guarantee the availability of the Early Closure function.
- (g) Payout amounts displayed for a certain instrument on the Company website are not fixed and may be changed subject to market conditions. The size of the change to the payout are decided at the Company's sole discretion. However, any changes to Payout amounts will not impact transactions already entered into.

2.8 All quotes that the Client receives through the Service are indicative and are the best prices that are received from available liquidity providers.

2.9 The Company will not physically deliver an underlying asset in the settlement of any trading operation. Profits and losses shall be credited to or debited from the Client's trading account in the currency in which the account is denominated at the moment when a position is closed.

2.10 The Company reserves the right to cancel or amend any Client transaction(s) executed

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at a quote which was a result of a breach of the Terms, Unauthorised Activity, human and/or system error, regardless of whether or not the transaction was executed under the Company's control.

2.11 The Client agrees that the Company has the right at any time to limit, cease or refuse to offer the Service to the Client at its own discretion.

3. PAYMENTS

3.1 Before making any transactions through the Service, Client must first deposit funds to their account. The Client may transfer additional funds to their client account at any time.

3.2 When a Client makes a profit on a transaction via the Service, the amount earned in profit shall be credited to the Client's account. All losses incurred by a Client in their transactions shall be debited from their account.

3.3 All Client fund withdrawal requests are subject to a special procedure in accordance with the Company's Regulations and the regulatory requirements of financial institutions. Under certain circumstances, Clients may be asked to provide additional information, and the withdrawal process may be extended.

3.4 Profits may only be credited to the person that opened the account and to an account in their name. Profits may not be credited to the account of a third party. When an account is deposited to through bank wire transfer, profits will only be credited to the holder of the bank account from which the funds were transferred. When transferring funds via bank wire transfer, it is the Client's responsibility to ensure that their account ID and name are included in the transfer.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Client represents and warrants that:

- (a) The Client acts in their own name, and the Company does not act as an agent on the Client's behalf unless otherwise agreed;
- (b) The Client is an individual 18 years old or older or a legal entity which is duly registered in their country of residence and duly authorized to enter into and accept the provisions of the corresponding Regulation;
- (c) In case the Client is a legal entity, the person who provides the account application data on the Client's behalf is duly authorized to do so;
- (d) The Client is certain that their use of the Service shall not violate any law, ordinance, charter, by law or rule applicable to the Client or in the jurisdiction in which the Client is resident or any obligation by which the Client is bound with regard to any of the Client's assets;

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- (e) The Client agrees to be legally bound by the terms and conditions of the Regulations of the Company;
- (f) The Terms of business is considered to be accepted by the Client when the Client deposits an advance payment into the corresponding trading account of the Client with the Company and the receipt by the Company of such payment;
- (g) The Client acknowledges that they are an investor with the requisite knowledge and skills to make transactions using the Service and acknowledges that they are aware of and assume the risks associated with such activities;
- (h) The Client hereby confirms that they are legally capable to use the Company's services, including the Service, in their country of residence. These services cannot be used in cases where they may be acknowledged illegal. The Company reserves the exclusive right to cancel or suspend its services to the Client if, in the opinion of the Company, and at certain circumstances, the Company believes that the Client is engaged in activities which are prohibited or may be considered breaching the applicable legislation in the country of the Client's residence;
- (i) All of the Client's funds used to finance their transactions are of legitimate origin;

The Client is aware of all risks and potential losses involved with financial services and the Service. The Client also agrees that they have read and understood the provisions of "Risk Disclosure";
- (j) The Client has read this Regulation in its entirety and understands the content and implications contained within, including the risk of losing all of their deposited funds;
- (k) The Client assumes sole liability for all activities performed using their accounts. The Client agrees that the Company shall not be held liable for any transactions made by the Client, for any losses incurred through the execution of trading positions, for use of the Client's credit card data in any circumstances other than transactions made through the Service or in the event that the Client's credit card data is stolen by a third party.

5. WAIVERS AND DISCLAIMER

5.1 The Service may be suspended by the Company under force majeure circumstances that are beyond the Company's control. In such an event, the Company or any duly authorized party acting on behalf of the Company has the right to close the Client's open positions without prior notice. This will be done as close to the fair market value and the price of the relevant contracts as much as it is possible. All claims brought against the Company in such situations shall be waived.

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5.2 The Company shall carry out all transactions with the Client on an execution-only basis, neither managing the Client's account nor advising the Client. The Company is entitled to execute transactions requested by the Client even if the transaction is not beneficial for the Client. The Company is under no obligation unless otherwise stated in the Regulations, to monitor or advise the Client on the status of their transaction.

5.3 The Company shall not provide the Client with investment or trading advice, or any information that might encourage the Client to make a particular transaction.

5.4 In the absence of proven fraud, intentional failure to carry out its responsibilities or gross negligence, the Company shall not be held liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or error in the information provided to the Client, including, but not limited to, information regarding Client's transactions.

5.5 Though the Company has the right to void or close any transaction under the specific circumstances set out in the corresponding provisions of Regulations, any transaction the Client carries out by using the information that contains inaccuracies or errors shall nonetheless remain valid and binding in all respects for the Client.

5.6 The Company has the right to suspend service at any time and also reserves the right to alter, modify, discontinue or terminate the Service at any time and at its sole discretion.

5.7 In the event that a situation arises that is not covered by the Regulations, the Company shall resolve the matter on the basis of good faith and fairness, and, when appropriate, by taking action consistent with common market practice. The Company reserves the right to deny the sale and purchase of any or all tradable contracts or assets at its sole discretion at any time. Without limitation, such denial may be the result of market conditions.

5.8 No single or partial exercise, or failure or delay in the exercise of any right, power or privilege (under this Regulation or applicable law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of that or any other right, power or remedy arising under the Regulations or applicable law. The Company reserves the right to place limits on trading at its sole discretion, at any time, and to limit any client in any way it sees fit in order to maintain internal risk management controls, to prevent misbehaviour, misuse of the Service, fraud or any other malicious activity.

5.9 The Company may in whole or in part release the Client from liability before the Company as a result of the Client's violation of the conditions of the Regulations during the term of Regulations or reach a compromise decision. In this case, all violations, regardless of how long ago they were committed, and in connection with which the Company may bring claims to the Client at any time, are taken into consideration. The above-stated conditions do not prevent the Company from exercising its other rights in accordance with the Regulations.

5.10 The rights and remedies provided to the Company under the Regulations are cumulative and are not exclusive of any rights or remedies provided under the law of Saint Vincent and the Grenadines.

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5.11 The Client agrees to defend and indemnify the Company and its officers, directors, employees, associates and agents, and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses including, but not limited to, reasonable attorney's fees and costs arising out of or connected with: (i) a Client's access to or use of the Service; (ii) a Client's violation of any of the Regulations; or (iii) any improper or illegal use of a Client's account.

6. PROCEDURE FOR DISPUTE RESOLUTION

6.1 If any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of these Terms of Business, the Client has the right to lodge a complaint with the Company.

6.2 The Complaint can be submitted within three (3) Business Days from the moment the basis of the claim has arisen.

6.3 A complaint shall be lodged within the corresponding department of Zentrader. Complaints are automatically assigned with a unique number (TID), the confirmation of which is sent to the Client. All complaints lodged by any other means (on a forum, social media, telephone, fax, etc.) will not be considered. Any further correspondence regarding a complaint will be carried out by email preserving the subject heading and indicating the unique TID number.

6.4 A complaint shall include the following information:

- (a) Name and surname of the Client (or company name if the Client is a legal entity);
- (b) Client's login ID for the Trading Platform;
- (c) Date and time of when the conflict first arose (according to time in the Trading Platform);
- (d) Identification number of the relevant transaction(s) (Trade ID);
- (e) Description of the conflict situation supported by a reference to the clause(s) of these Terms of Business which the Client believes have been breached.

6.5 The complaint must not include:

- (a) Emotional description/assessment of the dispute;
- (b) Offensive language;
- (c) Obscenities or expletives;
- (d) Threats.

6.6 The Complaints Department shall consider any Client complaint or dispute and will deliver a judgment within the shortest amount of time possible. The dispute must be reviewed within five business days of having been received. In a certain situation, this deadline may be extended.



6.7 The complaints regarding unprocessed instructions issued at times when the server was unavailable will not be considered.

6.8 In respect of all disputes any references by the Client to the quotes of other companies or information systems will not be considered.

6.9 The Company shall have the right to reject a complaint if any of clauses 6.2, 6.3, 6.4, 6.5 and 6.7 has been breached.

6.10 When reviewing a dispute, the server log file shall be used as the primary point of reference. Moreover, the information on the server log file shall supersede absolutely any other form of evidence given during the review, including information from the client terminal log file.

6.11 In the event that there is no evidence in the server log file confirming the Client's stated intentions, this is deemed as sufficient grounds to make the Client's claim invalid if their claim is based on the existence of such intentions.

7. NOTIFICATIONS

7.1 The Client consents to receive notifications in written form. Written notification shall mean a hard or electronic copy of any document (emails, etc.) or announcement on the Company's website.

A notice is considered to be received by the Client:

- (a) if sent by email, an hour after it was sent to the Client's email address;
- (b) Immediately after the telephone conversation is finished;
- (c) If posted on the Company News Webpage, within one hour after it has been posted.
- (d) If sent by post, seven calendar days after posting.

7.2 The Client shall communicate with the Company preferably by electronic written notice and shall notify the Company about any changes in the personal information it has provided in his account application.

8. AMENDMENT LANGUAGE

8.1 The Client acknowledges that the Company shall have the right to amend any part of this Terms of Business at any time, at the Company's sole discretion and without prior notice to the Client. This includes, but is not limited to, trading terms and contract specifications.

8.2 This Regulation is provided in English and Japanese versions. In case of any contradictions between English and Japanese version, the English version shall prevail.



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9. RISK DISCLAIMER

9.1 This disclaimer represents a central, essential and ultimate part of this terms of business. Under no circumstances shall the company be responsible for any loss or damage, including personal injury or death, resulting from the use of the service, from any content posted on or through the service or from the conduct of any users of the service, whether online or offline.

9.2 The company takes no responsibility for third party advertisements posted on its site or through the service, nor does it take any responsibility for the goods or services provided by its advertisers. The company will not be held responsible for the incurrence of any risk inherent to the online trading Service in any way.

9.3 The Client agrees to carry sole responsibility for the risks involved in the Service. Therefore, the Service is provided to Clients on an “as-is” and “as available” basis, without any type of warranty, liability or representation whatsoever from the Company, including a warranty of merchantability and a warranty of fitness for a particular purpose. The Company does not claim liability or warranty, whether express or implied, including the warranty of merchantability and fitness for a particular purpose.

9.4 The Company makes no claim that the Services will meet the standards of Clients and does not claim that the Service is suitable for any type of task a Client might be involved in. The Company does not claim that the Service will operate free of error or interruptions in service, that any defects found in the Service will be corrected by the Company or that the Service will be compatible with the Client’s computing system. The client must follow appropriate data handling procedures and must acknowledge that all software related to the Service should be thoroughly tested with non-critical data before being considered to be reliable. The Client, therefore, assumes all risks associated with using the software.

9.5 Financial and trading transactions, as are described in this Terms of Business, carry a high level of financial risk. Clients should carefully assess whether these activities are suitable to their personal circumstances and their current financial situation, taking into consideration that these types of transactions can result in a high level of losses in a short time period. Clients are advised not to invest money that they cannot afford to lose and to only use funds which they have designated for high-risk financial speculation.

9.6 All activities associated with financial speculation, including the trading of Foreign Exchange and OTC Derivatives carry a high level of risk and are entirely speculative. These activities pose the potential risk of losing a large amount of money in a short time period. By consenting to this Terms of Business, the Client acknowledges that it understands that small fluctuations in prices may result in large financial losses over a short period of time and can result in the total loss of the Client’s invested funds. The Client understands that there is no method for ensuring profitable transactions in financial markets.

9.7 The Client confirms that they have read and understood the accompanying Risk Disclosure document which further details the risks of investing and trading in financial markets and using the Service.

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10. RELEVANT DEPARTMENTS

Customer Service Department

Email: support@zentrader.com

Compliance Department

Email: compliance@zentrader.com

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