

CLIENT AGREEMENT

Effective date November 16, 2015

Quineex Markets Ltd., legal entity duly incorporated under the laws of Saint Vincent and the Grenadines, on the one hand, and the person, who accepted this offer, available at https://www.quineex.com/legal/en/client_agreement/, on the other hand, have concluded the present client agreement on the following.

1. Terms and Definitions

1.1. The following terms used in the present client agreement shall have the meanings set forth in this section unless the context of the agreement clearly requires otherwise:

« Agreement »	Present client agreement available over the Internet at network address https://www.quineex.com/legal/en/client_agreement/ .
« CFD »	The contract for difference by reference to fluctuations in price of the relevant Instrument.
« Client »	An individual who concluded the Agreement.
« Complains Procedure »	Legal document that sets out the prescribed method of lodging a complaint to the Service. Complaints Procedure is available over the Internet at network address: https://www.quineex.com/legal/en/complaints_procedure/
« Instruments »	Currency pairs, stock indexes, raw materials and other underlying assets specified at https://www.quineex.com/contract_info/ .
« Order »	The Client's instruction to the Service to open or close position when the price reaches the order's level.
« Order Regulation »	Legal document that described the order of opening and closing positions on the Platform available over the Internet at network address https://www.quineex.com/legal/en/order_regulation/
« Parties »	The Service and the Client.
« Partners »	Any person, legal entity or individual entrepreneur involved by the Service to render services under the Agreement.
« Personal Account »	Protected pages of the Website available upon registration of the Client.
« Platform »	The program MetaTrader 4 necessary for the Client to make Orders available to download over the Internet at network address https://www.quineex.com/content/trading_platform/ . The program provided by the MetaQuotes Software Corp according to the license agreement available in the process of installation of the program.
« Service »	Quineex Markets Ltd., a legal entity duly incorporated under the laws of Saint Vincent and the Grenadines on June 10, 2014, registration number 22180 IBC 2014, legal address P. O. Box 362, Kingstown, VC0100, St. Vincent and the Grenadines, represented by Alfred Victor Brewster, acting on the basis of the Charter.
« Transit Account »	An account created by the Service for the Client after registration on the

Website necessary for payments with the Client.

«Website»

The collection of information, texts, graphic elements, design, pictures, photo and video and other intellectual property, as well as the software in the information system available over the Internet at network address www.quineex.com.

- 1.2. The rest of terms and definitions in the text of the Agreement are interpreted by the Parties according to the Order Regulation, Complaints Procedure and current regulations of Saint Vincent and the Grenadines.
- 1.3. The headings (of articles) of the Agreement are for convenience only and shall not in any way affect the meaning or interpretation of the Agreement.

2. Conclusion of the Agreement

- 2.1. The text of the Agreement contains all necessary conditions and expresses Service offer to conclude the Agreement with the Client.
- 2.2. To accept the offer, the Client shall do the following steps:
 - 2.2.1. read the text of the Agreement;
 - 2.2.2. complete the registration form on the Website;
 - 2.2.3. check the box “I accept the terms of the Agreement”.
- 2.3. The Agreement enters into force on the date of the Client’s access to the Personal account and is effective until its termination according to the procedure under the Agreement.
- 2.4. If the Client does not agree with the terms and conditions of the Agreement, the Client shall not register on the Website and/or use Personal account. Any use of the Website and/or Personal account means a full and unconditional acceptance of terms and conditions of the Agreement and Client’s obligations under the Agreement.

3. Subject of the Agreement

- 3.1. The Service shall render services under the Agreement including providing access to trading transactions with Instruments.
- 3.2. The Service does not manage the Client’s accounts and/or funds but only carries out the Client’s Orders.
- 3.3. For purposes of the Agreement the Service hereby grants to the Client a free of charge, worldwide, limited, nonexclusive license to use the Website for the duration of the Agreement as described in Article 10 of the Agreement.
- 3.4. The Service can provide services under the Agreement, both personally and with its Partners.
- 3.5. The Client shall pay fees for the services provided by the Service in accordance with Article 9 of the Agreement.

4. Registration on the Website

- 4.1. The Service provides services to the Client who is registered on the Website.
- 4.2. The Client shall complete the registration form and accept the Agreement to register on the Website.
- 4.3. The Service may request the following information to register the Client on the Website:
 - 4.3.1. name and surname;
 - 4.3.2. country of residence/nationality;
 - 4.3.3. e-mail address;
 - 4.3.4. password;
 - 4.3.5. other information referred to the Client.

- 4.4. The Client shall provide full and valid information to register on the Website. The Client is not allowed to provide information about third parties.
- 4.5. The Service is entitled to verify the validity of information provided by the Client for registration on the Website. If the Service finds out that information is not valid, it is entitled to refuse in registration of the Client on the Website and/or block the access to the Personal account.
- 4.6. After registration on the Website the Service create the Client's Transit account and send to authorized e-mail address of the Client a confirmation letter with the a to confirm the registration and account details – login and password. The Client has access to the Personal account using the account details. The Client shall follow the confirmation link to get full access to the Personal account. Otherwise the Client will get restricted access to the Personal account as defined by the Service.
- 4.7. The Client may change the password at any time in the Personal account.
- 4.8. The Client is obligated to ensure the confidentiality of the information necessary to access to the Personal account. Unless the Client notifies the Service on the fact of the breach of confidentiality, all actions done from the Personal account, even if these actions have been done by third parties, are considered to be done by the Client.
- 4.9. Usage of two and more Personal accounts is prohibited and such action will be recognized as violation of the Agreement.

5. Identification

- 5.1. The Client shall be identified to use all functions of the Personal account. The Service is entitled to restrict at its sole discretion the functionality of a Personal account that is held by a unidentified Client.
- 5.2. The Client could be identified in the Personal account by providing to the Service the following documents and information:
 - 5.2.1. scanned copies of the identity documents, that contain the information about the Client's name, date of birthday, address of the registration and the number of identity document;
 - 5.2.2. residential address;
 - 5.2.3. other information and documents referred to the Client.
- 5.3. The Service shall verify the information provided by the Client for identification and confirm the identified status of the Client or request additional documents and information to complete the identification.

6. Interaction between Parties

- 6.1. The Service provides services through the Personal account and the Platform.
- 6.2. Depending on the Client's status the Client by using a Personal account is allowed to:
 - 6.2.1. open the trade and training accounts;
 - 6.2.2. transfer funds to and between the opened accounts;
 - 6.2.3. withdraw funds from the Transit account;
 - 6.2.4. change the password of the opened accounts and the Personal account;
 - 6.2.5. close the opened accounts;
 - 6.2.6. get the information about opened accounts (open positions, open and closed positions and etc.);
 - 6.2.7. get the account's statements and reports;
 - 6.2.8. interact with the Service in other ways foreseen by the functionality of the Website.
- 6.3. Depending on the Client's status the Client by using the Platform is allowed to:
 - 6.3.1. make Orders;
 - 6.3.2. get the information about opened accounts (open positions, open and closed positions and etc.);

- 6.3.3. get the information about the Instruments;
- 6.3.4. interact with the Service in other ways foreseen by the functionality of the Platform.

6.4. The Service process and executes the Client's Orders in accordance with the Orders Regulation.

7. Payments

- 7.1. The Client may only render the Service's services by using funds available on the Client's accounts. Funds can be deposited only to the Transit account by transferring the funds to the Service accounts or to the accounts of the Partners authorized by the Service. The list of authorized Partners and the methods of depositing of funds to the Transit account are available on the Website.
- 7.2. Transfer of funds shall meet the requirements and take into account restrictions established by the laws in force and other legal acts of countries within the jurisdiction of which the fund transfer takes place. Any commissions or other charges incurred by the transfer of funds shall be at the Client's expense.
- 7.3. The Client shall guarantee the legal source and right to use the funds being transferred to the Client's accounts.
- 7.4. The Client may withdraw funds only from the Client's Transit account and Client's Trade accounts or transfer it between the opened accounts at any time by sending through the Personal account an instruction to transfer funds.
- 7.5. The Service is entitled to impose restrictions on deposit or withdraw funds, including the restriction on minimum and maximum deposit, withdraw or transfer or the restriction on available deposit, withdraw and transfer methods. The information about these restrictions is available on the Website or/and in the Client's Personal account.

8. Acceptance of Services

- 8.1. No later than 5 (five) days after the end of the current reporting period, the Service prepare a report on rendered services and upload it in the Client's Personal account. The report shall include the information about provided services as well as the amount of the Service's fees. The report is deemed to be received by the Client at the moment of it upload in the Personal account or sending to the authorized e-mail address of the Client
- 8.2. Within 3 (three) days upon the receipt of the report the Client shall review it and in case of objections with the report send its disagreements to the Service's authorized e-mail address.
- 8.3. If within 5 (five) working days from receipt of the report the Client does not send any objections with the report, the services specified in the report shall be deemed to be properly executed and accepted by the Client.
- 8.4. The dispute caused by the Client's objections with the report on rendered services shall be resolved in accordance with Article 15 of the Agreement. Until such dispute is resolved the Service is entitled to suspend rendering services.

9. Fees

- 9.1. The Client shall pay fees for the services rendered by the Service. The fees depend on the Client's Orders and are calculated at the moment of opening the corresponding position but could not be less then USD 0.05 for each open position.
- 9.2. The Service provides the information about fees to open position on the Website and on the Platform before the opening the corresponding position. If the Client does not agree with the fees the Client shall not make the Order.
- 9.3. The Service renders services paid by the Client. The Client allows the Service to withdraw the amount of the fees from the Client's accounts used for the trade. In the case when the funds on the Client's accounts are not enough to pay fee, the Service shall be entitled to suspend the provision of services under the Agreement, until the Client transfers funds to the corresponding account for the execution of the Orders.

- 9.4. The Parties execute their obligation to pay taxes independently. The Service is not liable for payment of taxes by the Client even if such obligation is directly or indirectly connected with the performance of the Agreement.

10. Intellectual property

- 10.1. The Website contains intellectual property of the Service, its affiliates, partners and other parties.
- 10.2. In accordance with the article 3.3 of the Agreement the Client get the right to use the Website by any means as it provided by the functionality of the Website. However, the Client is prohibited to:
 - 10.2.1. copy, or otherwise use the software of the Website, as well as its designs;
 - 10.2.2. change the software of the Website or perform any other action to change the functionality and performance of the Website.
- 10.3. The Client use the Website “as is” and at own risk. The Service does not guarantee achieving any results by using the Website.

11. Personal data

- 11.1. The Client agrees that the Service processes the personal data provided during the registration on the Website and using the Personal account and the Platform, including:
 - 11.1.1. name and surname;
 - 11.1.2. e-mail;
 - 11.1.3. country of residence/nationality;
 - 11.1.4. payment details;
 - 11.1.5. mobile phone number;
 - 11.1.6. details of the primary identification document;
 - 11.1.7. residential address;
 - 11.1.8. other information provided using the Personal account and the Platform.
- 11.2. Processing of personal data is any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- 11.3. Processing of personal data is carried out in order to fulfill the Parties' obligations under the Agreement, Registration of the Client, technical support, issuance of Orders, rendering of Services, consideration of complaints, information and other services.
- 11.4. At any time, the Client is entitled to withdraw his or her consent for processing of personal data, ask for erasure or change of the personal data by sending to authorized e-mail address of the Service. The Client acknowledges that the Service may continue to process his or her personal data in cases allowed by the applicable legislation.
- 11.5. The Service uses cookies to enhance the usability of the Website, analyze and collect statistics of the Client's activities on the Website. Cookies may be used to count the Client's visits of the Website, their length, track the pages of the Website visited by the Client, the page that led the Client to the Website. Cookies will be stored in the personal computer of the Client automatically unless the Client has declined the cookies at his or her discretion in the personal settings of the web-browser.
- 11.6. The Client agrees to receive advertising materials from the Service or third parties by order of the Service on the e-mail address and the mobile phone number that the Client provided to the Service throughout the use of the Website. At any time, the Client is entitled to withdraw his or her consent to receive advertising materials by clicking through the link provided in the advertising materials received by the Client.

- 11.7. The Service may share the personal data with law enforcement officials and other authorities within litigation or as part of the investigation pursuant a court order, injunction or in order of cooperation, as well as in other cases stipulated by applicable law.
- 11.8. The Service may share the personal data with third parties in order to reveal or suppress fraud or fix technical bugs or eliminate security problems.
- 11.9. The Service may share the personal data with third parties if it is necessary to perform the obligations of the Service under the Agreement.

12. Liability

- 12.1. The Service is not liable for any defects, errors or failures of software and/or hardware facilities maintaining the functioning of the Website and the Platform if it occurs by the reason that fall beyond the control of the Service.
- 12.2. All action performed using the Client's Personal account are deemed to be performed by the Client. The Client shall bear personal responsibility for all actions performed using the Client's Personal account.
- 12.3. The Service is entitled to block the access to the Personal account or delete it, prohibit or restrict the access to certain or all functions of the Website or the Platform available by using the Personal account or terminate the Agreement in the order described in Article 14.2 of the Agreement if the Client violates of the Agreement, public regulations and laws effective in jurisdiction of the Client and the Service, recognized principles and regulations of international law.
- 12.4. In case of claims and complaints brought against the Service by the reason of the Client's failure to execute the obligation to provide valid and actual information about the Client to register on the Website the Client is obliged to reimburse all expenses incurred by the Service to resolve the relevant disputes.
- 12.5. The amount of damages that may be compensated by the Service is limited by the amount equal to the fees for the services in current reporting period paid by the Client in accordance with Article 9 of the Agreement.

13. Changes to the Agreement

- 13.1. The Service reserves the right to change from time to time the Agreement. The Service informs the Client about the changes by sending a message to the authorized e-mail address. The Client is considered to have accepted the changes unless the Client decides to terminate the Agreement in accordance with Article 14.1 of the Agreement.

14. Termination of the Agreement

- 14.1. Each Party has the right to unilaterally terminate the present Agreement on condition of the preliminary written notice to the other Party within 30 (thirty) calendar days prior to prospective date of termination.
- 14.2. The Agreement may be terminated on a unilateral basis by the Service in certain cases mentioned in the Agreement on condition of the preliminary written notice of the Client in writing no later than 5 (five) calendar days before the date of termination.

15. Dispute resolution

- 15.1. Any dispute between the Parties under the Agreement, or in connection with the performance, amendment, termination or rescission thereof shall be settled by the negotiation of the Parties under the Complaints Procedure.
- 15.2. If the Parties fail to negotiate the disputes shall be settled in the courts of Saint Vincent and the Grenadines.

16. Final Provisions

- 16.1. The Parties agree to accept the use the equivalent of handwritten signature in order to execute the Agreement, (to change, amend or terminate the Agreement) as well as to communicate with each other on these issues. The Parties agree that all notices, messages, agreements and documents signed by the equivalent of handwritten signature and delivered within the execution of Agreement have the legal effect and are binding to the Parties.

- 16.2. The Parties agree to use the facsimile signatures while delivering all necessary documents or claims. The Parties confirm that documents and claims signed by facsimile signature have the legal effect and are to be accepted and considered by the Parties.
- 16.3. The Parties confirm that all e-mails sent from the authorized e-mail addresses are deemed to be sent and signed by the Parties unless the given e-mail explicitly states otherwise.
- 16.4. Unless the Agreement demand otherwise, all notices, messages and documents that the Parties send according to the Agreement are to be sent and are deemed as received if they are sent from the authorized e-mail address of one Party to the authorized e-mail address of the other Party. The following e-mail addresses are considered as authorized:
 - 16.4.1. For the Service: compliance@quineex.com;
 - 16.4.2. For the Client: e-mail address provided by the Client when registering on the Website.
- 16.5. The Parties ensure the confidentiality of the information necessary to access to the e-mail addresses mentioned in point 16.4 of the Agreement, and do not allow using these e-mail addresses without consent of the Parties. If one of the Parties has grounds to suspect that the confidentiality of the information necessary to access to the e-mail address has been compromised this party immediately advises the other party of this fact and stop using the e-mail address in question. In that case the Parties are to designate other authorized e-mail addresses and make the relevant changes to the Agreement. The Parties are free to introduce their own measures to protect the confidentiality of the information necessary to access to the e-mail addresses mentioned in point 16.4 of the Agreement.
- 16.6. Until one party advises the other one of the fact of the breach of confidentiality, all actions and documents done and sent from the authorized e-mail address of one of the Parties, even if these actions and documents have been done and sent by third parties, are considered to be done and sent by the owner of the authorized e-mail address. In that case the owner of the authorized e-mail address acquires all rights and incurs all obligations, as well as bears the liability arising out of these facts.
- 16.7. The Client is obligated to notify the Services in case of change of address, e-mail address and/or bank details no later than 15 days after the relevant changes take place.
- 16.8. For all other matters not covered by the Agreement the Parties act in compliance with the current legislation of Saint Vincent and the Grenadines.