

## CLIENT AGREEMENT

This Client agreement is entered by and between Topic Markets Ltd., a Company registered in Seychelles (the "**Company**") and the client, the person who desires to use the Company's services, as defined herein, and to open a trading account at the Company (the "**Client**"), according to the Company's terms and conditions contained in this agreement.

### 1. Introduction

- 1.1. The Company is registered and has its principle place of business at Global Gateway 8, Rue de la Perle, Providence, Mahe, Seychelles.
- 1.2. This agreement, along with the Company's Risk Disclosure Document, as well as any other document(s) referred to in this Agreement or any other agreement entered into between the Company and the Client whether displayed in the Company's website at [www.topicmarkets.com](http://www.topicmarkets.com) or not, (together the "**Agreement**"), set out the terms upon which the Company will deal with the Client in respect to placing and executing foreign exchange rates and other financial instruments transactions orders, on the Company's trading platform ("**Forex Trading**"), and any other service(s) made available by the Company to the Client (all shall be referred to as the "**Services**").

### 2. Client Classification

- 2.1. The Client is classified as a Retail Client, as defined in section 49 to the FSP Rules, unless classified as eligible investor (as defined in section 49A to the FSP Rules). If the Client wishes to be governed by the Company's regulations for eligible investor according to the FSP Rules, then the Client must inform the Company in writing, clearly stating such a wish. The Client is obligated to accept the Company's terms regarding eligible investors. The final decision regarding the Client's classification will be at the sole discretion of the Company.
- 2.2. Nothing in this Agreement will exclude or restrict any duty or liability owed by the Company to the Client under the FSP Rules. If there is any conflict between this Agreement and the FSP Rules, the FSP Rules will prevail.
- 2.3. The Client must read this Agreement carefully and consult with the Company about anything which the Client does not understand. Unless the Client raises a specific issue, the Agreement will be regarded as setting out all the relevant terms concerning our Services. Trades that the Company enters into with the Client under this Agreement are legally binding and enforceable.

### 3. Opening of the Trading Account

- 3.1. The Company will open an account for the Client (the "**Trading Account**") as soon as reasonably practicable after the Company has received confirmation that the Client has agreed to enter into this Agreement, together with a completed application form (if applicable) and all other information on the Client required by the Company to be provided.

- 3.2. If there is a change in relation to any of the information provided by the Client, the Client must notify the Company immediately of any such change.
- 3.3. The Trading Account will be activated by the Company as soon as the Company has identified the funds credited by the Client to the Trading Account. However, if the Company opens a Trading Account and funds are credited to it before the Company is satisfied that all requirements in relation to the opening of such Trading Account under Applicable Regulations (for example, in relation to the prevention of money laundering) have been complied with, then either: (i) the Company need not activate the Trading Account and in such circumstances no trading shall be permitted in relation to a Trading Account; or (ii) the Company may activate the Trading Account and permit trading in relation to the Trading Account subject to such limitations, and to the satisfaction of such further requirements in relation to the opening of such Trading Account under Applicable Regulations as the Company may impose (for example, in relation to the provision of further information on the identity of the Client). In the event that a Trading Account is activated but any such requirements are not complied with, the Company may freeze the Trading Account by closing out all existing positions and no further trading shall be permitted in relation to the Trading Account. Where a Trading Account is not activated or is frozen, no funds held by the Company in respect of that Trading Account may be transferred back or to any other person until the Company is satisfied that all Applicable Regulations have been complied with.
- 3.4. In relation to any Transaction entered into pursuant to the Agreement the Company may act, according to the Company's sole discretion as principal or as agent on the Client's behalf. Therefore the Company may act as the counter party to the Client's Trading activity. The Client confirms that it acts as principal and not as agent (or trustee) on behalf of someone else. Accordingly, the Client agrees that it shall be directly and fully responsible for performing the obligations of the Client under this Agreement, including in respect of each Transaction made by or on behalf of the Client. The Company shall not accept any other person as an indirect client in respect of this Agreement and shall accept no obligation to any such person unless otherwise specifically agreed in writing.
- 3.5. Usage of the Trading Platform provided by the Company is by limited license given by the Company to the Client. The license is personal, non transferable and is subject to this Agreement. The Client may not transfer, assign, and enable other to make any use of the license, and/or give the Client's access codes to the Trading Account to anyone. The Company will check, from time to time, the identity of the user every time the username and password are used. The Company will be entitled to assume that anybody who uses the username and password has your full authority to do so and accepts no responsibility for misuse or unauthorized access, other than in circumstances where the use has been by the Company's employees or where you have notified us of termination in accordance with this Agreement. Any action taken in contradiction to these terms and any damage caused to the Client, the Company and any third party will be under the Client's sole responsibility.

#### **4. Funds**

- 4.1. The Client may transfer funds to the Company with different methods of payment as permitted by the Company from time to time and in any currency (acceptable by the Company), and such funds will be converted and managed in the Trading Platform in US Dollars, according to the last known representative rate according to the Company's Bank.
- 4.2. When making a bank transfer, the Client is required to make use of one bank account, present in its country of residence and registered under its name. The Client must send the Company an authentic SWIFT confirmation, stating full bank account details. Non-delivery of the SWIFT confirmation or the details not conforming to the Client's details registered at the Company may result in the funds not being credited to the Client's Trading Account and the return of the funds transferred to the Company.
- 4.3. When making a transfer to the Company by cheque or any other method permitted by the Company in accordance with Applicable Regulations, the Client will be required to identify itself according to the Company's regulations and any Applicable Regulations. The Company does not accept transfers of cash. The Client is required to provide such further full and true information and sign any document required by the Company to enable proper operation on the Trading Account, trading platform made available to the Client by the Company and management of the funds transferred to the Company to be credited to the Trading Account.
- 4.4. Whenever the Client transfers funds to the Company, those funds belong to the Company and will be treated by it as its own for the purpose of securing or covering the Client's present, future, actual, contingent or prospective obligations, subject only to any contractual obligation on the Company to pay or return money to the Client in the future. The Client will not have a proprietary claim over money transferred to the Company, and the Company can deal with it in its own right. In determining the amount of collateral and the amount of the Company's obligations to pay or return money to the Client, the Company may apply such methodology (including judgments as to the future movement of markets and values), as the Company considers appropriate, consistent with Applicable Regulation.
- 4.5. The Funds deposited with the Company by the Client, together with any Profit or other Benefits the Client may be entitled to according to a specific agreement with the Company, shall be used as security to any Transaction, including Trading Losses, Commission and any other Fee owed by the Client to the Company, which will be automatically deducted from the Client's balance in the Trading Account. The Client's Funds shall not bear any interest or any other benefits, except for rollover (as defined below) calculation. Trading in CFD's with relation to securities shall not grant the Client with the right to dividends or any other Benefits.
- 4.6. Repayment of any funds by the Company to the Client will be in the same currency and to the same account/credit card from which the funds were originally transferred, unless the Company has decided, by its own discretion, to return the funds to a different account of the Client.

- 4.7. The Client declares that all funds that it transfers to the Company are not from criminal an illegal activity and no violation of anti money laundering laws anywhere in the world.
- 4.8. The Client will have no claim against the Company and will not hold the Company responsible for any delay and/or differences originating from a credit company's rates calculation and/or commission and/or any other debit, including credit companies' identification regulations and any other demand. In addition, the Client will have no claim against the Company and will not hold the Company responsible for any delay and/or differences and/or any commission etc. originating from banking system.
- 4.9. If the Client gives an instruction to withdraw funds from the Trading Account, the Company shall pay the specified amount (less any transfer charges, if applicable) within three (3) Business Days once a duly instruction has been accepted and at the moment of payment, the Client's margin requirements have been met and the Client's margin held with the Company exceeds the amount specified in the withdrawal instruction including all payment charges. The Company may cancel the Client withdrawal order, if, according to the Company's discretion, the remaining funds (after the withdrawal) shall not be sufficient to secure open Positions in the Trading Account.
- 4.10. The Company shall debit the Client's Trading Account for all payment charges. If the Client has the obligation to pay any amount to the Company which exceeds the amount held in the Client's Trading Account, the Client shall pay the amount of any such excess forthwith upon the obligation arising.
- 4.11. The Company shall not provide physical delivery in relation to any Transaction. Profit or loss is credited to or debited to or from the Trading Account (as applicable) once the Transaction is closed.

## **5. Fees & Charges**

- 5.1. The Company does not currently charge brokerage fees or commission. The Company derives revenue from the spread on Transactions (i.e. the difference between the prices offered by the Company to the Client from the prices the Company can achieve in the market). It is the Client's responsibility to decide whether or not it wishes to trade at such prices.
- 5.2. The Company charges a fee for transfers of funds standing to the credit of a Trading Account from the Company to the Client at its prevailing transfer rate, currently equivalent to USD 25.00 per transfer, and this amount will be a deducted from the Client's Trading Account.
- 5.3. The Company may levy a charge on transfers of funds to be credited to a Trading Account made by debit card or credit card. The Company will notify the Client of the amount of such charge before accepting instructions to draw payment.
- 5.4. The Company may introduce additional fees and charges, and may change any existing fees and charges, at any time by giving the Client not less than 10 Business Days' notice of such changes.

## 6. Trading

- 6.1. The Trading Platform supplied by the Company enables trading in foreign exchange rates of different currencies, commodities, CFD's and any other financial instruments made available by the company (all hereof: "**Financial Instruments**"). The Trading Platform displays Indicative Quotes of exchange rates of different financial instruments pairs, based on different financial information systems, as the most updated exchange rates in the international Forex markets. For determining the exchange rates for different time periods, the platform is making mathematical calculations according to known and accepted Forex markets formulas. It is acknowledged by both Parties that due to different calculation methods and other circumstances, different trading platform and/or markets may display different price quotes.
- 6.2. The Company Trading Services are available during regular Forex Trading hours, Monday-Friday. Transactions are automatically renewed ("**rolled over**") every night at 22:00 GMT from the day the Transaction is opened until the Transaction is closed. A Transaction is closed in any of these events:
  - 6.2.1. The Client closes the Transaction;
  - 6.2.2. The Transaction meets with stop loss, take profit or other predefined criteria set by the Client or the Company under this Agreement (see clause 7 for further information on order types);
  - 6.2.3. The Transaction expires according to the expiration time set by the Client or the Company under this Agreement;
  - 6.2.4. The Client does not have sufficient funds in their Trading Account to hold that Transaction open.
- 6.3. The Company does not provide any assurance that the opportunity for the Clients to trade will be available throughout a 24-hour period.
- 6.4. Placing orders - Orders may be submitted to the Company by the Company's electronic Trading Platform via the internet, or by Email, fax or telephone, unless the Company informs the Client that particular orders can only be given in a particular way. If any order is received by the Company by telephone, computer or other way, the Company may ask the Client to confirm such order in writing. The Company shall be under no obligation to act upon such order until such confirmation is received. Orders for the simultaneous sale and purchase of a financial instrument on behalf of the same beneficial owner may not be given under this Agreement.
- 6.5. The Client authorizes the Company to rely and act on any order, request, instruction or other communication given or made (or purporting to be given or made) by the Client or any person authorised on the Client's behalf without further enquiry on the part of the Company as to the authenticity, genuineness authority or identity of the person giving or purporting to give such order, request, instruction or other communication. The Client will be responsible for and will be bound by

all obligations entered into or assumed by the Company on behalf of the Client in consequence of or in connection with such orders, requests, instructions or other communication.

- 6.6. Cancellation/withdrawal of orders by the Client - If the Client requests cancellation of any order, the Company can only cancel such Client order if the Company has not acted upon such order, or if otherwise agreed by the Company.
- 6.7. The Company has the right, but not the obligation, to set, at its absolute discretion, limits and/or parameters to control the Client's ability to place orders or to restrict the terms on which a Transaction may be made. Such limits and/or parameters may be amended, increased, decreased, removed or added to by the Company and may include (without limitation): (i) controls over maximum order amounts and maximum order sizes; (ii) controls over total exposure of the Company to the Client; (iii) controls over prices at which orders may be submitted (including, (without limitation, controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the Company's order book); (iv) controls over any electronic services provided by the Company to the Client (including, without limitation, any verification procedures to ensure that any particular order or orders has come from the Client); or (v) any other limits, parameters or controls which the Company may be required to implement in accordance with Applicable Regulations. The Company may in addition require the Client to limit the number of open Transactions which the Client may have with the Company at any time. The Company shall notify the Client of the limits and restrictions applicable prior to Client placing an order.
- 6.8. The Company does not allow actions or non-actions based on arbitrage calculations based on different systems or platforms in the Forex markets.
- 6.9. The Company is entitled, by its own discretion, to cancel any trade that has been executed due or in connection with an error, including wrong rates, system malfunction etc. The Company's record will serve as decisive evidence to the correct exchange rates in the world markets and the wrong rate quote given to the Client, and the Company is entitled to correct or cancel any trade based on the correct exchange rates.
- 6.10. Trade Reporting - Client can see his open trades ("positions") and guarantee funds situation at any time by accessing the Client's Trading Account in the Company's platform and viewing past trades' reports generated by the Company.
- 6.11. The Company is under an obligation to assess the appropriateness of any Transaction for a Client under the Applicable Regulations, to assess whether or not the Client has the necessary knowledge and experience to understand the nature of and risks associated with the Transactions.

## **7. Orders types**

- 7.1. Client acknowledges and agrees that the Trading Platform made available to the Client by the Company follows the market for the relevant Client, whether the Client is in front of his computer or

not and whether the computer itself was switched on or not and exercises the order left by the Client when market conditions satisfy the Client's request.

- 7.2. Limit Order - A Limit Order is an instruction to trade at a level that becomes more favourable to the Client. A Limit Order can be used to open or close a position. Each Limit Order has a specified price limit set by the Client (but subject to the Company's agreement). A Limit Order will be triggered if the Company's bid price (in the case a sell order) or ask price (in the case of a buy order) moves in the Client's favour to a point where the Client's order can be executed. Once the limit level is triggered, the Company will seek to execute the order at that price. If the Company cannot do so (e.g. because in attempting to execute the order, the price becomes less favourable to the Client), the limit order will remain operational, waiting for the price to move again in the Client's favour, such that it is triggered again.
- 7.3. Stop Order- A Stop Order is generally placed to provide some risk protection, for example, in the event of the Client's position moving into loss. A Stop Order can also be used to either open or close a position. Each Stop Order has a specific stop level, set by you (but subject to the Company's agreement). The Stop Order will be triggered only if a transaction takes place on the Company's trading platform at that stop level. Once the Stop Order is triggered, the Company will seek to execute the order at a level that is the same as the stop level (although it may be at a less favorable level).
- 7.4. Other orders - such as OCO'S (One Cancels the other), ID's (If Done's- Trailing Stops etc., and more information, is described in the Company's website.
- 7.5. Rollovers or Swaps - The Company performs all the overnight rollovers (continuation of a trade) automatically, and there is no need for Client intervention. Such rollovers are accommodated with interest debits or credits to the Client's Trading Account. This is based on the interest rate differentials between currency pairs and taking into account the Company's own costs. All open positions are automatically rolled over by. The Client's position may either receive or be charged rollover, depending on whether the position is long or short the high interest rate currency.
- 7.6. Margin call - The Client agrees to pay the Company, on demand, such sums by way of margin as are required from time to time under the rules of any relevant market (if applicable) or as the Company may in its sole discretion require for the purpose of protecting the Company against loss or risk of loss on present, future or contemplated Transactions under this Agreement. In the event that the client fails to meet a margin call, the Company may close out the Client's position(s). The Client acknowledges and agrees that this may result in a Transaction being closed out at a less favourable time than might otherwise be the case and the Company shall not have any liability to the Client as a result of it closing out any Transaction in such circumstances.

## **8. Privacy and Data Protection**

- 8.1. Due to the nature of the Company's business and relations with the Client, The Company shall hold some personal client information. All data collected, whether it is on paper or on a computer is safeguarded in order to maintain the Client Privacy.

- 8.2. The Company shall be permitted to use and/or disclose the Client Information (a) For internal use, including with affiliated entities; (b) As permitted or required by law; (c) For protection against or prevent actual or potential fraud or unauthorized transactions (d) For computerized supervision of his/her use of the Services (including, without limitation, use of “cookies” and similar tools) and to use the information for review and/or supervision and/or development and/or maintenance of the quality of services, their availability and/or for the fulfilment of any instruction of any law. Without derogating from the aforesaid, the Company shall be permitted (e) to collect funds due (if they are due) to the Company from the user with respect to the services.
- 8.3. The Client hereby grants the Company his/her permission to make use of his/her user details in order to provide updates and/or information and/or for publicity and/or for marketing purposes through his/her e-mail address. Cancellation of this consent shall be performed by providing written notice to the Company, and shall apply to new publications that have not been sent.
- 8.4. The Client agrees that the Company may record all conversations with the Client and monitor (and maintain a record of) all emails sent by or to the Company. All such records are the Company’s property and can be used by the Company, amongst other things, in the case of a dispute between the Company and the Client or for training purposes.
- 8.5. Affiliation - The Company may share commissions and charges with its associates, introducing brokers or other third parties or receive remuneration from them in respect of contracts entered into by the Company. Such affiliates of the Company may be disclosed with Clients information.

## **9. Advice, Research and Information**

- 9.1. The Company does not advise its clients in regard to any trading action or non-action, and any tax consequences. In asking us to enter into any Transaction, the Client represents that it has been solely responsible for making its own independent appraisal and investigations into the risks of the Transaction. The Client represents that it has sufficient knowledge, market sophistication, professional advice and experience to make its own evaluation of the merits and risks of any Transaction. The Client acknowledges that he has read and understood the Risk Disclosure Document which sets out the nature and risks of Transactions to which this Agreement relates. The Company gives the Client no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in the Company’s relations with the Client. The Client should also seek expert professional advice about the offer in light of your particular current or future financial situation and particular investment needs. We will not take into account your current financial or future financial situation or investment needs.
- 9.2. Where the Company does provide trading recommendations, market commentary or other information: (a) this is incidental to the Client’s dealing relationship with the Company. (b) It is provided solely to enable the Client to make its own investment decisions and does not amount to advice; (c) if a document in which such trading recommendations, market commentary or other information contains a restriction on the person or category of persons for whom that document is



intended or to whom it is distributed, the Client agrees that it will not pass it on to any such person or category of persons; (d) the Company gives no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction; (d) where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on contrary to that restriction; and (e) the Client accepts that prior to dispatch, the Company may have acted upon it itself or made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that the client will receive such information at the same time as other clients. Any published research reports or recommendations may appear in one or more screen information services.

- 9.3. The Company shall not be responsible for the consequences of the Client acting upon such trading recommendations, market commentary or other information. The Client acknowledges that the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, without limitation, information relating to any Transactions.

## **10. Account Balances**

- 10.1. Account balances and statements are displayed within the trading platform made available to the Client by the Company. Common terms can be found in the Company's Website.

## **11. Closing an account and cancellation of the Agreement**

- 11.1. Either party may terminate this Agreement by giving ten (10) days written notice of termination to the other. Either party may terminate this Agreement immediately in any case of any breach of this Agreement or event of Default by the other Party. Upon terminating notice of this Agreement, Client shall be under the obligation to close all open positions, otherwise, if termination notice (or default) was given by the Client – the notice shall become void, and if given by Company, Company shall have the right to close all open positions.
- 11.2. Upon termination, all amounts payable by the Either Party to the other Party will become immediately due.
- 11.3. Termination shall not affect any outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the particular clauses agreed between the parties in relation to such Transactions until all obligations have been fully performed.

## **12. Indemnities and Limitations of Liability**

- 12.1. The services and items are provided "AS IS" and "AS AVAILABLE" and company makes no warranties of any kind, express or implied, including, but not limited to, implied warranties of

merchantability and fitness for particular purpose with respect to any service provided by the company.

- 12.2. The company does not warrant that company sites, its servers, or e- mail sent from the company are free of viruses or other harmful components. The company will not be liable for any damages of any kind arising from the use of trading platform or website(s), including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- 12.3. The Client shall, on demand by the Company, compensate the Company from and against all liabilities, damages, losses and costs (including reasonable legal costs), duties, taxes, charges, commissions or other expenses incurred by the Company in the proper performance of its Services or the enforcement of its rights under these Agreement and, in particular, but without limitation, against all amounts which the Company may certify to be necessary to compensate it for all liabilities, damages, losses and costs (including reasonable legal costs), duties, taxes, charges, commissions or other expenses incurred by the Company as a result breach of the provision(s) of this Agreement or any Applicable law by Client.
- 12.4. The directors of the Company, the position holders, its employees and agents, are not responsible to any event of damage and/or expense caused to Client, including without limitation loss of profit and/or any other damage, direct or indirect, and/or circumstantial in connection with the performance of the Agreement and obtaining Services from the Company.
- 12.5. In the event the Company may provide information to the Client, the Company shall not be responsible for the profitability of such information. The Client acknowledges that the Company shall not be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client.
- 12.6. In no event will the Company have any liability to the Client or any other party for any lost opportunity or profits, personal injury, costs of procurement of substitute goods or services, or for any indirect, incidental, consequential, punitive or special damages arising out of this Agreement, under any cause of action or theory of liability (including negligence), and whether or not the Company has been advised of the possibility of such damage.
- 12.7. The Company's maximum liability under this Agreement shall be limited in aggregate, during each year of the Agreement, to an amount equivalent 1/3 of remuneration paid by Client to the Company in the year in which the act or omission giving rise to the loss or damage occurred .
- 12.8. Client shall only be entitled to bring a claim against the Company under this Agreement where the Client issues legal proceedings against the Company within 12 (twelve) months of the occurrence of the act or omission that gives rise to the claim.
- 12.9. The Company shall have the right to set-off any amount owed by the Company to the Client, against any debt or other obligation of the Client towards the Company. In any event of Default of Client

(voluntary or involuntary insolvency procedures against the Client) all debts, future debts and other obligations of the Client towards the Company shall become immediately due.

12.10. The Services provided by the Company are designated to Clients that possess financial knowledge and experience, and can evaluate the risks involved in speculative trading in general markets, including as a result of market conditions that does not allow execution of limit orders. The Client declares that he/she has former knowledge of trading, is in a reasonably strong financial condition and can consider his trading actions and the risks involved before executing any trade.

### **13. Complaints Policy**

13.1. Any complaint or dispute between the parties must be dealt with in accordance with the following dispute resolution procedure. If the complaint or dispute cannot be resolved internally by the Company in accordance with the internal complaints handling procedure set out below, the Client may refer the matter to the approved dispute resolution scheme of which the Company is a member for the purposes of FSP Rules.

13.2. Internal Complaints Handling Procedure shall be handled at the following order: (1) first advise the Client usual contact at the Company's offices. Then, if the Client's complaint is not quickly resolved to the Client's satisfaction, the Client will be advised to refer the matter to our Compliance Manager, in writing, (compliance@topicmarkets.com) in order for them to conduct their own investigation. They will investigate the matter fully and provide the Client with a written response.

13.3. The Company is committed to seriously consider the Client's complaint(s) and to resolve it through the Company internal complaints procedure.

13.4. External Dispute Resolution Scheme -If the Client is unhappy with the decision of our Complaints Manager or the dispute cannot be resolved under the Company internal complaints handling procedure, the Client's may then formally submit the dispute to the approved dispute resolution scheme of which the Company's is a member for the purposes of the *Financial Service Providers (Registration and Dispute Resolution) Act 2008* for determination in accordance with the rules of that scheme. Their contact details are: Financial Services Complaints Limited, **address:** 4thFloor, 101, Lambton Quay, Wellington, **e-mail:** info@fscl.org.nz **telephone:** 0800 347257.

13.5. The above internal and external dispute resolution procedures do not apply to money that the Client may owe the Company.

### **14. Regulatory Requirements**

14.1. The Client is responsible for compliance with all laws and regulatory rules (whether SeyChelles or elsewhere) in relation to the Client's trades, including any other relevant regulatory body.

## **15. General Provisions**

- 15.1. The Company has the right to amend the Agreement without obtaining any prior consent from the Client. If the Company makes any material change to the Agreement, it will give at least ten Business Days notice of such change to the Client. Such amendment will become effective on the date specified in the notice. Unless otherwise agreed, an amendment will not affect any outstanding order or Transaction or any legal rights or obligations which may already have arisen.
- 15.2. Partial invalidity- If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
- 15.3. Joint account - If the Trading Account is a joint account (on the name of more than one entity), then each of the entities in the account shall be authorized to represent the other entities towards the Company, with no requirement of any prior notice or approval from the other entities. Each of the entities in the Trading Account agrees that any notice or instruction given by the Company to any of the entities shall be considered as given to all the entities. In case of contradiction between instructions given to the Company by different entities, then the last instruction received by the Company will prevail.
- 15.4. Language, Notices and Complaints - All communications between the Company and the Client will be in English, except oral communication which can be in any language, suitable to the Client and the Company.
- 15.5. Unless otherwise agreed, all notices, instructions and other communications to be given by the Company shall be given to the address or fax number provided by the Client, or via e-mail or other electronic means, details of which are provided by the Client to the Company. Any complaint shall be directed to the Company's client services department, who will investigate the complaint and make every effort to resolve it. Communications to the Company should be made to [backoffice@topicmarkets.com](mailto:backoffice@topicmarkets.com)
- 15.6. Governing Law - These Terms and any relationship between the Company and the Client shall be governed by law applicable in Seychelles and subject to the exclusive jurisdiction of Seychelles courts. The Company shall have the right, in order to collect funds owed to the Company by Client or to protect the Company's rights such as good-name, intellectual property, privacy etc. to immediately bring legal proceedings against the Client, in the Client's residency and according to the Client's residency applicable law.
- 15.7. No Right to Assign - No rights under this Agreement shall be assignable nor any duties assumed by another party except to/by an affiliate of The Company. Upon assignment to an Affiliate of the Company, the terms of this Agreement may be amended to fit any applicable regulation effective upon the assignee, and Client hereby consent in advance to such regulatory modifications to this



Agreement. This Agreement shall be binding upon and inure to the benefit of the successors heirs of the Client.

15.8. Client's Tax Allocations -Any tax applying on the Client and/or results from the Client's trading activity, including trading profits and/or trading losses and/or any charges and/or deductions made from the Client Deposit or Client's Equity, shall be under the Client's full and sole responsibility. The Client shall personally report and pay any personal, federal, state and local tax liability he is obligated to, if applied. The Company serves as a mediator only and does not deduct, pay or withhold tax from the Client's Deposit. The Company's reserve the right, if ordered by an official entity, to deduct tax from the Client's Deposit and deliver it to the proper tax authority as ordered by the official entity.

15.9. Dormant Trading - If the Client will not perform any trading activity or his trading activity will be in very low volume, for the time period defined by the Company, or if the Client does hold minimum funds in his Trading Account, defined by the Company, the Company may, subject to a notice given to the Client, close any open trade and/or the Client's access to the Trading Account and/or terminate this Agreement.

**TOPIC MARKETS LIMITED**

**THE CLIENT**

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Print Name : \_\_\_\_\_

Print Name : \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_