



## **Terms and Conditions**

## **Retail Client Agreement**

**Note:** The English version of this agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and the other versions.

This Retail Client Agreement, together with any Schedule(s), and accompanying documents, as amended from time to time, (hereafter the “Agreement”) sets out the terms of the contract between you, the Customer (also referred as the “Client”) and us, the Company. By signing this agreement, it is assured that you have read, understand and agree with all the terms of this Agreement.

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## 1. DEFINITIONS AND INTERPRETATION

### In this Agreement:

**“Account”** means the trading account you hold with us and designated with a unique account number.

**“Agreement”** means these Terms and Conditions for the Services offered by the Company.

**“Applicable Regulations”** means the Laws of Island of Mohéli, Comoros Union relating to Regulated Investment Services and Activities, the Anti Money Laundering and Terrorist Financing Act and other Laws issued by MISA that govern the operations of Island of Mohéli, Comoros Union regulated Investment Firms or any other rules of a relevant regulatory authority; and all other applicable laws, rules and regulations as in force from time to time.

**“Associate”** means an undertaking in the same group as us, a representative whom we or an undertaking in the same group as us appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them.

**“Base Currency”** means US Dollars.

**“Balance”** means the sum held on behalf of the Customer on its Account within any period of time.

**“Bank Account Details”** means the details of your bank account in which Blue Sun Capital Ltd will credit the amount of profits withdrawn and/or any amount from a withdrawal request and/ or any funds remaining in your trading account and/ or any other amount of funds need to be returned to you.

**“Business Day”** means a day which is not a Saturday or a Sunday or a public holiday in Island of Mohéli, Comoros Union and upon which banks are open for business in Island of Mohéli, Comoros Union.

**“Client Funds Rules”** means the rules specified under the Laws of the MISA.

**“Close Position”** means deal of purchase (sale) covered by the opposite sale (purchase) of the contract

**“Contract for Differences”** or **“CFD”** means the financial instrument between an investor Blue Sun Capital Ltd. At the end of the contract, the parties exchange the difference between the opening and closing prices of a specified financial instrument, including shares or commodities. **“Credit Support Provider”** means any person who has entered into any guarantee, hypothecation, agreement, margin or security agreement in our favour in respect of your obligations under this Agreement.

**“MISA”** is an abbreviation for the “Mwali International Services Authority”

**“Electronic Services”** means a service provided by us, for example an Internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service and/or an electronic order routing system.

**“Event of Default”** means any of the events of default as listed in Clause 15.1 to Clause 15.9 of Clause 14.1 (Events of Default).

**“Execution”** means the completion of clients’ orders on the Company’s trading platform, where the Company acts as the Execution Venue to clients’ transactions.

**“FFI”** is an abbreviation for Foreign Financial Institution

**“Financial Instruments”** means any of the financial instruments offered by Blue Sun Capital Ltd and which are defined as such under applicable Law or Regulation. According to the Blue Sun Capital Ltd ’s license these are:

- i. Transferable Securities
- ii. Money Market instruments
- iii. Units in collective investment undertakings
- iv. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.
- v. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).
- vi. Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF.
- vii. Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (vi) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls.
- viii. Derivative instruments for the transfer of credit risk.
- ix. Financial contracts for differences.
- x. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

**“FX Contract”** means a contract between Blue Sun Capital Ltd and its Client to exchange two currencies at an agreed exchange rate.

**“Order”** means the request / instruction given by the Customer to the Company in the Customer’s Account.

**“OTC”** means ‘over the counter’ and refers to transactions conducted otherwise than on an exchange.

**“ Blue Sun Capital Ltd Trading Desk”** means the trading desk operated by us at our premises the Headquarters of Blue Sun Capital Ltd, P.B. 1257 Bonovo Road, Fomboni, Comoros, KM.

**“ Blue Sun Capital Ltd Online Trading System”** means the internet-based trading system available at our website that allows you to provide us with instructions.

**“Secured Obligations”** means the net obligation owed by you to us after the application of set-off under clause 13 (Clients Funds) in the paragraph entitled (Set-off on default).

**“Services”** means the investment services which will be provided by the Company to the customers and are governed by this Agreement as these are described herein.

**“System”** means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to use an Electronic Service.

**“Transaction”** means any type of transaction subject to this Agreement and includes a CFD, spot or forward contract of any kind, future, option or other derivative contract in relation to any commodity, financial instrument (including any security), currency, interest rate, index or any combination thereof and any other transaction or financial instrument for which we are authorized from time to time which we both agree shall be a Transaction.

## 2. INTRODUCTION

### Scope of this Agreement

This Agreement sets out the basis on which we will provide services to you. This Agreement governs each Transaction entered into or outstanding between us on or after the execution of this Agreement.

### Commencement

This Agreement supersedes any previous agreement between you and us on the same subject matter and takes effect when you indicate your acceptance via our website. This Agreement shall apply to all Transactions contemplated under this Agreement.

The relationship between the Customer and Blue Sun Capital Ltd shall be governed by this Agreement. In the event where you, the Customer, wish to have a signed Agreement, the Customer should print and send 2 (two) copies to Blue Sun Capital Ltd, where Blue Sun Capital Ltd will sign and stamp the Agreements and send a copy back to the Customer.

We reserve the right to change this Agreement at any time and notify you of any such change either via email or through Blue Sun Capital Ltd website. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. In case you disagree with the changes, you may terminate the Agreement in accordance with Clause 18 herein.

## 3. GENERAL

### Information about us

ComfyFX is a domain operated by Blue Sun Capital Ltd and is licensed by the Mwali International Services Authority (MISA) with Derivative Instrument Number HY00723481. Our registered office is Island of Mohéli, Comoros Union. Our contact details are set out in Clause 20 (Miscellaneous) under the heading “Notices”. Blue Sun Capital Ltd is a broker for CFD and Spot FX Contracts. Blue Sun Capital Ltd operates websites, trading platforms and brand names as indicated in its website Blue Sun Capital Ltd operates through these websites which allow online trading.

### Language

This Agreement is supplied to you in English and we will continue to communicate with you in English for the duration of this Agreement. However, where possible, we will communicate with you in other languages in addition to English.

### Communication with us

You may communicate with us in writing (including fax), by email or other electronic means, or orally (including by telephone). Our contact details are set out in Clause 19 (Miscellaneous) under the heading “Notices”. The language of communication shall be English, and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavor to communicate with you in other languages. Our website contains further details about us and our services, and other information relevant to this Agreement. In the event of any conflict between the terms of this Agreement and our website this Agreement will prevail.

Blue Sun Capital Ltd monitors your communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the website, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Blue Sun Capital Ltd monitors your communications.

### **Legal Age**

The Company’s services and products traded are only available to individuals who are at least 18 years old (and at least the legal age in your jurisdiction). You represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. The Company reserves the right to ask for proof of age from you and your account may be suspended until satisfactory proof of age is provided. The Company may, in its sole discretion, refuse to offer its products and services to any person or entity and change its eligibility criteria at any time.

### **Capacity**

We act as principal and not as agent on your behalf and you enter this Agreement as principal and not as agent (or trustee) on behalf of someone else. We shall treat you as a retail client for the purposes of the MISA Rules and the Applicable Regulations. You have the right to request a different client categorization. However, if you do request such different categorization and we agree to such categorization, the protection afforded by certain MISA Rules and the other Applicable Regulations may be reduced. This may include, but is not limited to:

1. the requirement for us to act in accordance with your best interests;
2. our obligation to provide appropriate information to you before providing the services;
3. the restriction on the payment or receipt by us of any inducements;
4. our obligation to achieve best execution in respect of your orders;
5. the requirement to implement procedures and arrangements which provide for the prompt, fair and expeditious execution of your orders; and
7. the requirement that you receive from us adequate reports on the services provided to you.

### **Banned/Not permitted Jurisdictions**

The Company reserves the right and is entitled to at any time, and upon its sole discretion, to restrict offering its services to certain jurisdictions and consider them as banned countries in terms of engagement with the potential clients. Currently the Company does not accept new clients and/or the opening of new accounts from the following jurisdictions:

**The European Union, Canada, Israel and USA**

The list of banned countries is subject to alteration at any time the Company deems proper upon its sole discretion without any prior notice.

The Customer hereby, confirms that by agreeing to this Agreement he is not residing in one of the countries mentioned on the aforementioned list and covenants to inform the Company should his situation alters in any way. The Company reserves the right to request any additional information deems necessary in order to verify compliance with this clause.

### **General interpretation**

A reference in this Agreement to a “clause” or “Schedule” shall be construed as a reference to, respectively, a clause or Schedule of this Agreement, unless the context requires otherwise. References in this Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment thereof. A reference in this Agreement to “document” shall be construed to include any electronic document. The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases defined in the MISA’s Rules and the Applicable Regulations have the same meaning in this Agreement unless expressly defined in this Agreement.

### **Schedules**

The clauses contained in the attached Schedule (as amended from time to time) shall apply. We may from time to time send to you further Schedules in respect of Transactions. In the event of any conflict between the clauses of any Schedule and this Agreement, the clauses of the Schedule shall prevail. The fact that a clause is specifically included in a Schedule in respect of one Transaction shall not preclude a similar clause being expressed or implied in relation to any other Transaction. You acknowledge having read, understood and agreed to the Schedules to this Agreement.

### **Headings**

Headings are for ease of reference only and do not form part of this Agreement

## **4. REGULATION**

### **Subject to Applicable Regulations**

This Agreement and all Transactions are subject to Applicable Regulations so that:

1. nothing in this Agreement shall exclude or restrict any obligation which we have to you under Applicable Regulations;
2. we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations;
3. all Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and
4. such actions that we take or fail to take for the purpose of compliance with any Applicable Regulations shall not render us or any of our directors, officers, employees or agents liable.

### **Action by regulatory body**

If a regulatory body takes any action which affects a Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to correspond with such action or to mitigate any loss

incurred as a result of such action. Any such action shall be binding on you. If a regulatory body makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly supply information requested in connection with the enquiry.

## **5. COST AND PAYMENTS**

### **Additional costs**

You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us. In case of any value added tax or any other tax obligations that arise in relation a transaction performed on your behalf or any other action performed under this Agreement for you, the amount incurred is fully payable by you and in this respect you must pay Blue Sun Capital Ltd when so requested and Blue Sun Capital Ltd is fully entitled to debit your account with the outstanding amount to be settled (excluding taxes payable by Blue Sun Capital Ltd in relation to Blue Sun Capital Ltds income or profits).

### **Payments**

All payments to us under this Agreement shall be made in such currency as we may from time to time specify to the bank account designated by us for such purposes. All such payments shall be made by you without any deduction or withholding.

### **Remuneration and sharing of charges**

We may share charges with partners, affiliates, business introducers and agents in connection with Transactions carried out on your behalf. If you require more information on the fees and commissions that we pay to business introducers and other affiliates, inform us and we will provide you with further information.

### **Rollovers, Interest**

A daily financing charge may apply to each FX/CFD open position at the closing of Blue Sun Capital Ltd trading day as regard to that FX/CFD. If such financing charge is applicable, it will either be requested to be paid by Client directly to Blue Sun Capital Ltd's or it will be paid by Blue Sun Capital Ltd's to Client, depending on the type of FX/CFD and the nature of the position Client holds. The method of calculation of the financing charge varies according to the type of FX/CFD to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR). The financing charge will be credited or debited (as appropriate) to Client's account on the next trading day following the day to which it relates.

Blue Sun Capital Ltd's reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of FX/CFDs to which the financing charge applies. For certain types of FX/CFDs, a commission is payable by Client to open and close FX/CFD positions. Such commission payable will be debited from Client's account at the same time as Blue Sun Capital Ltd's opens or closes the relevant FX/CFD. Changes in our swap interest rates and calculations shall be at our own discretion and without notice. Clients need to always check our website for the then current rates charged. Rates may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc.) and due to various risk related matters that are at the firm's sole discretion.



## **For the platform:**

The future contract on which a CFD is based has an expiration date, and clients will be able to close their CFD positions until this date. In order to insure continuous trading conditions for the client, when a future contract that a CFD is based on reaches its maturity, the underlying asset of that CFD will be switched to the next maturity of the same futures contract. A calendar of such rollovers is mentioned on the company's website, section "Documentation/Standard Specifications". For the best interest of the client, rollovers will also be notified in the "Internal news" section of the website, at least 5 hours prior to the rollover. A premium will be either added or subtracted from the client's account, based on the difference in prices between the two futures contracts.

Any open FX/CFD transaction held by Client at the end of the trading day as determined by Blue Sun Capital Ltd or over the weekend, shall automatically be rolled over to the next business day so as to avoid an automatic close and physical settlement of the transaction. Client acknowledges that when rolling over such transactions to the next business day, a premium may be either added or subtracted from Client's account with respect to such transaction. The trading platform calculates overnight rollover at 21:00 GMT and the rollover charge/credit is debited or credited to and from the trading account. Example: If you sell 1 lot EURUSD, you will pay rollover costs on 100.000 Euro, which at the current rate would be \$0.017. This rate may vary over time, for actual rates please check the "Standard specifications" on our website.

On Wednesday at 21:00 GMT, overnight rollover fees are multiplied by three (x3) in order to compensate for the upcoming weekend. The premium amount shall be determined by Blue Sun Capital Ltd from time to time, in Blue Sun Capital Ltd's absolute discretion. Client hereby authorizes Blue Sun Capital Ltd to add or subtract the premium to or from Client's account for any open transaction that have accrued a premium, in accordance with the applicable rate thereto, each day at the time of collection specified on the trading platform for each individual instrument, as applicable.

## **6. RIGHT TO CANCEL**

You have a right to cancel this Agreement within a period of fourteen days commencing on the date on which this Agreement is concluded or the date on which you receive this Agreement (whichever is later) (the "Cancellation Period"). Should you wish to cancel this Agreement within the Cancellation Period, you should send a notice in writing to the following address: Blue Sun Capital Ltd, P.B. 1257 Bonovo Road, Fomboni, Comoros, KM, or electronically to the following email address: support@comfyfx.com. Cancelling this Agreement within the Cancellation Period will not cancel any Transaction entered into by you during the Cancellation Period. If you fail to cancel this Agreement within the Cancellation Period you will be bound by its terms but you may terminate this Agreement in accordance with clause 18 (Termination without Default).

## **7. NON ADVISED**

### **Execution only**

Blue Sun Capital Ltd deals on an execution only basis and do not advise on the merits of particular Transactions, or their taxation consequences.

### **Own judgment and suitability**

Without prejudice to our foregoing obligations, in asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction and that you have read and accepted the Risk Disclosure Statement and guidelines in relation to the financial instruments and the markets which are available in our websites. We give you no warranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in our relations with you.

You assume all responsibility in relation to any investment strategy, transaction or investment, tax costs, and for any consequences brought by from any transaction that you perform and Blue Sun Capital Ltd shall not be held responsible nor you shall rely on the Company for the aforementioned.

### **Incidental information and investment research**

Where we do provide generic trading recommendations, market commentary or other information in our newsletters and/or website:

1. this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to investment advice;
2. 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, you agree that you will not pass it on to any such person or category of persons ;
3. we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;
4. you accept that prior to dispatch, we may have acted upon it ourselves or made use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you 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 service.

### **Conflicts of interest policy**

Under Applicable Regulations, Blue Sun Capital Ltd is required to have arrangements in place to manage conflicts of interest between Blue Sun Capital Ltd and its Customers and between other Customers. In this respect, Blue Sun Capital Ltd will make all reasonable efforts to avoid conflicts of interest; when they cannot be avoided Blue Sun Capital Ltd shall ensure that you are treated fairly and at the highest level of integrity and that your interests are protected at all times.

You acknowledge and accept that you have read and accepted the Conflict of Interest Policy, which was provided to you during the registration process and is uploaded on Blue Sun Capital Ltd's official website.

## 8. CUSTOMER ACCOUNTS AND INITIAL DEPOSITS

The Client acknowledges and accepts that the Company reserves the right, upon written notice, to freeze any trading account by virtue of any legal and/or regulatory requirements.

### Documents

When you register for the Services, Blue Sun Capital Ltd will ask you to provide certain identifying information, as part of the account opening procedure that will allow us to identify you and categorise you according to the “Client Classification Policy” of Blue Sun Capital Ltd.

You acknowledge your willingness to share with Blue Sun Capital Ltd certain private information which it uses for the purpose of confirming your identity and categorizing you according to the “Client Classification Policy”. This information is collected in line with our stringent verification procedures which are used to deter international money laundering operations and to ensure the security and safety of our customers’ trading activity throughout and is subject to the Company’s “Privacy Policy”.

You are requested to provide your bank account details prior to the opening of your trading account in order for Blue Sun Capital Ltd to be able to return any funds relating to your trading account.

If you are registering as a legal entity, you hereby declare that you have the authority to bind that entity to this Agreement. Blue Sun Capital Ltd will treat with care the information you entrust to Blue Sun Capital Ltd, in accordance with the disclosures it provides during the registration process and in its Privacy Policy.

Before you can place an order with Blue Sun Capital Ltd, you must read and accept this Agreement, including the risk disclosure statement, the trading policies and procedures as listed in clause 9 below, and all applicable addenda, you must deposit sufficient funds in your account and your customer registration form and all accompanying documents must be approved by Blue Sun Capital Ltd. Upon the approval of your registration, you will be notified by e-mail. Blue Sun Capital Ltd may, in its sole discretion, request that in addition to online acceptance of this Agreement, Customer must complete and submit any signed documents so required by Blue Sun Capital Ltd, including but not limited to this Agreement and risk disclosure statement.

### Currency of Accounts

You will be able to open your trading Account(s) in USD, EUR, GBP- or any currency that may be offered by Blue Sun Capital Ltd. Account(s) balances will be calculated and reported to you in the currency in which Account(s) are maintained.

### Joint Accounts

In addition to the conditions listed in Clause 9 in the paragraph entitled “Authority” with regards to joint Account holders, the following additional conditions apply.

Where your trading Account held with Blue Sun Capital Ltd, is jointly owned by two or more beneficiaries:

1. Each joint Account holder will be jointly and severally liable for all obligations to Blue Sun Capital Ltd arising in respect of your joint trading Account.
2. Each of you is separately responsible for complying with the terms of this Agreement.
3. If there is a dispute between you which we know about, we may insist that both or all of you authorise written instructions to us.
4. If one of you dies, the survivor(s) may continue to operate the trading Account and if there is more than one survivor, the provisions of this paragraph will continue to apply to the trading Account.
5. Where you provide personal and financial information relating to other joint Account holders for the purpose of opening or administering your trading Account you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Agreement.
6. Any of you may request closure and the redirection of balances, unless there are circumstances that require us to obtain authorisation from all of you.
7. Each of you will be given sole access to the funds initially deposited by you in your joint trading Account. Should you wish to withdraw these funds from your trading Account, you will be required to complete and sign a withdrawal form or an electronic withdrawal form, upon receipt of the completed withdrawal form you will be granted permission by Blue Sun Capital Ltd to withdraw funds up to the amount of available account balance, provided that the conditions for withdrawals stipulated in clause 9 are satisfied. Blue Sun Capital Ltd will credit the amount withdrawn in the same bank account, credit/debit card or other payment method from where it was originally debited.
8. In the case of withdrawal from joint trading accounts, if any of the account beneficiaries wishes to withdraw funds from the joint trading Account, you will be required to complete and sign a withdrawal form or an electronic withdrawal form, provided that the conditions for withdrawals stipulated in clause 9 are satisfied. Upon receipt of the completed withdrawal form you will be granted permission by Blue Sun Capital Ltd to withdraw any funds from the joint trading Account. Blue Sun Capital Ltd will credit the amount of funds withdrawn in the same bank account, credit/debit card or other payment method from where it was originally debited.
9. In order for this Agreement to be valid and binding it is required that all joint Account holders sign the Agreement and in case any of the Account holders wish to terminate this Agreement and close the joint trading Account held with the Company, the written consent of all Account holders shall be obtained in accordance with the provisions of clause 17 of this Agreement.

## **Islamic Accounts**

In the event of a customer who due to its observance of Islamic religious beliefs cannot receive or pay interest, such customer may elect to designate, in the manner provided by the Company as this may be altered from time to time, their trading account to be a swap-free account not charged with or entitled to, premiums and/or rollovers and/or interest ("Islamic Account"). The customer hereby confirms and/or accepts and/or declares that a request to render their account as Islamic shall only be made due to the said Islamic religious beliefs and for no other reason whatsoever. The Company reserves the right to refuse accepting the request of a customer to designate their account as an Islamic Account, upon its sole and absolute discretion which shall be conclusive and undisputable upon the customer.

In the event that the Company suspects that a customer is abusing the rights conferred to them by the classification of the account as Islamic Account, the Company has the right, without prior notice, to proceed with one or more of the following:

The Company may add commission upon each and every one of the trades executed on the Islamic Account; and/or

The Company may cancel the special rights and/or conditions conferred to the Account due to its classification as Islamic Account, recall the designation of the Account as Islamic Account and render it a normal trading Account; and/or

The Company may restrict and/or prohibit the customer from hedging their positions; and/or

The Company may, upon its sole discretion, close any open positions and reinstate them upon the then real market price. The customer hereby, acknowledges that they shall bear all costs derived from the aforementioned action, including but not limited to, the cost on the change of the spread.

## **9. TRADING POLICIES AND PROCEDURES**

### **Bonus – Terms and Conditions**

1. ComfyFX promotes a Bonus Offer (the "Bonus" or "Offer") to its Clients, subject to the terms and conditions contained in the present document.
2. By opening a trading account and applying for this Offer, the Client acknowledges that he has read and agreed to be bound by these terms and conditions and the ComfyFX Trading Terms and Conditions which are available on this website.
3. This Offer is available only for Clients who opened an account through the website, ComfyFX reserves the right at its discretion to discontinue offering the Bonus for any country and/or regions as it deems necessary.
4. In order to be eligible for this Offer, the Client must satisfy each of the following requirements:
  - 4.1 the Client must act in good faith in applying for this Offer
  - 4.2 This offer is only for Clients of ComfyFX
  - 4.3 the Client must provide true and accurate details and information in connection with this Offer, including without limitation the Client's telephone contact details
  - 4.4 the Client must not be an employee or partner of ComfyFX
  - 4.5 the Client must never have participated in Abusive Behavior (as defined in paragraph 5 below) in relation to any other offer or promotion made by ComfyFX

4.6 the Client must not be associated with any person who has participated in Abusive Behavior (as defined in paragraph 5 below) in relation to any other offer or promotion made by ComfyFX.

5. This Offer, and the retention of the Offer by the Client, is conditional on the Client complying with the ComfyFX Trading Terms and Conditions and on the Client meeting the following conditions at all times:

5.1 the Client acts in good faith in relation to this Offer

5.2 the Client does not participate in any abuse, improper conduct, or attempted abuse or improper conduct in relation to this Offer or, in either case, any previous abuse or improper conduct in relation to a previous similar Offer or promotion by the Client (together, "Abusive Behavior").

5.3 Abusive Behavior includes but not limited to the following:

5.3.1 giving instructions on behalf of a Client without due or proper authority;  
New Clients: Clients who opened their first account with ComfyFX by applying for this offer ComfyFX

5.3.2 repeatedly failing to respond to an email or phone call for a period of 15 days or more;

5.3.3 the Client, by himself or acting with others, constructing a trading position or positions which have the purpose or effect of extracting the credit provided, and/or the profits generated by the Bonus, without exposure to economic risk, including without limitation loss of the Bonus or the Client's capital (or the capital of others);

5.3.4 the Client, by himself or acting with others, having an account or accounts where the accumulated Bonus or bonuses from other offers or promotions in the account is greater than the amount which could have been accumulated if the Client and such others had complied with the terms and conditions of this Offer and such other offers or promotions based on the specific offer(s) or promotion(s) in which the Client has participated or is participating;

5.3.5 the Client hedging his positions including, without limitation, by holding open position(s) on the opposite of a trade, including, by way of illustration only, through use of a single or correlated currencies, at given periods, internally (using other trading accounts held with ComfyFX) or externally (using other trading accounts held with other brokers);

6. Subject to ComfyFX's Trading Terms and Conditions and the present Offer's Terms and Conditions each Client other than a Client excluded in accordance with paragraph 3 above or who does not satisfy the conditions in paragraph 5 above (an "eligible client") will be entitled to receive a bonus. The Offer shall apply on a per-Client basis and shall in no way be affected by the number of accounts which a Client holds with ComfyFX. THE BONUS CANNOT BE CASHED IN and Clients will not be allowed to withdraw from their account the Bonus (see paragraph 13 for further details).
7. The eligible client's account subject to this Offer will not be eligible to participate in this Offer again in the following months. In addition, the Client acknowledges that no internal transfers of the Bonus will be allowed between the eligible client's accounts with ComfyFX.
8. The use of Expert Advisors and/or any other plug in system will disqualify this Offer.
9. Once all of the requirements set out in these terms and conditions have been met, the Bonus will be credited into the eligible Client's account as a notional sum. The Bonus

will not be recorded or construed as a liability of ComfyFX towards the Client and may be unilaterally, retroactively and unconditionally withheld, subtracted, cancelled or removed from a Client's accounts, at any time and at the sole discretion of ComfyFX in accordance with the terms set out in paragraph 19 below.

10. In order to activate and claim the Bonus offered under this promotion, the Client should set up an account with ComfyFX, send a request via his account manager.
11. Following receipt of the Bonus, the Client is eligible to request a withdrawal of funds from his account upon the completion of 1 turn lot per 10 USD bonus withdrawal. Trades only on Forex, Commodities and Indices will be considered. (Any trade on Shares/Stocks will be excluded).

## PRODUCTS

The number of lots traded and of round turn trades realized can be verified by Account history tab in terminal.

Client needs to trade whole total bonus amount he has on the account in order to request withdrawal.

ComfyFX may then:

11.1. Prior to the fulfilment of such request, at its sole discretion, remove from the Client's account a sum which equals the Bonus previously granted. If there are insufficient funds in the Client's account to enable the removal of a sum equaling the Bonus, ComfyFX shall be entitled to remove all sums in the account.

12. Please see below examples of how withdrawal requests will be processed:

### Example A

Bonus= US\$ 3000

Trade= 2 Lots

Profits = US\$ 100

Balance = US\$ 3100

Eligible withdrawal amount: US\$ 100

### Example B

Bonus: = US\$ 1500 received earlier and 1500 received later

Trade= 170 Lots

Profits = US\$ 100

Balance = US\$ 3100

Eligible withdrawal amount: US\$ 100

Example C

Bonus: = US\$ 3000

Trade= 300 Lots

Profits = US\$ 0

Balance = US\$ 3000

Eligible withdrawal amount: US\$ 3000

13 above, such action shall not give rise to any cause of action, liability or remedy against ComfyFX.

14. The Client acknowledges that Forex and CFDs are leveraged products which involve a high level of risk. When trading in such products, the Client understands that it is possible to lose all of his capital. These products may not be suitable for everyone and the Client should ensure that he understands the risks involved. The Client should seek independent advice if necessary.
15. The Client is only entitled to receive the Bonus once (regardless of the number of accounts he maintains).
16. This Offer is independent and, save as set out in paragraph 4 above, does not affect any promotions previously offered by ComfyFX. Clients should contact their account managers if they have any questions (or wish to make requests) in relation to this Offer or previous promotions.
17. If ComfyFX in good faith has reason to believe that a Client (whether individually or as part of a group) has failed to comply with the conditions set out in paragraph 5 above, ComfyFX is entitled at its sole discretion, to: (i) deny, withhold or withdraw from that Client the Bonus (ii) to withhold, cancel and subtract, from that Client's account(s) and/or from any other account(s) related to such Client account(s) the Bonus, (iii) to offset any resulting losses against related/hedged winning accounts, (iv) to terminate that Client's access to services provided by ComfyFX and/or terminate the contract between ComfyFX and the Client for the provision of services, (v) to block that Client's Account(s) (save where required otherwise by a relevant authority) and to arrange for the transfer of any unused balance (less the Bonus) to the Client and (vi) to cancel any profits, as well as any Introducing Broker's or affiliates fees, generated from Abusive Behavior.
18. ComfyFX has the right to levy an administration charge on the Client up to the value of the Bonus to cover any costs incurred by ComfyFX in respect of validating or investigating information provided by the Client to ComfyFX or contacting the Client.
19. ComfyFX may ask the Client to provide sufficient documentation as the Company thinks fit and necessary in order to be satisfied as to the Client's identity before granting any bonus.
20. These Terms & Conditions are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between



the original English text and its translation into any other language, as the case may be, the original version in English shall prevail.

## **Placing of instructions**

You may give us instructions in electronic form through the Blue Sun Capital Ltd Online Trading System. If any instructions are received by us by telephone, computer or other medium we may ask you to confirm such instructions in writing. We shall be authorized to follow instructions notwithstanding your failure to confirm them in writing. In this Agreement “instructions” and “orders” have the same meaning.

## **Types of Orders Accepted**

Some of the types of orders Blue Sun Capital Ltd accepts include, but are not limited to:

a) Good till Cancelled (“GTC”) – An order (other than a market order), that by its terms is effective until filled or cancelled by Client. GTC Orders are not automatically cancelled at the end of the Business Day on which they are placed.

b) Limit – An order (other than a market order) to buy or sell the identified market at a specified price. A limit order to buy generally will be executed when the ask price equals or falls below the bid price that you specify in the limit order. A limit order to sell generally will be executed when the bid price equals or exceeds the ask price that you specify in the limit order.

c) Market- An order to buy or sell the identified market at the current market price that Blue Sun Capital Ltd provides via the Online Trading System. An order to buy is executed at the current market ask price and an order to sell is executed at the current market bid price.

d) One Cancels the Other (“OCO”) – An order that is linked to another order. If one of the orders is executed, the other will be automatically cancelled.

e) Stop Loss – A stop loss order is an instruction to buy or sell a market at a price which is worse than the opening price of an open position (or worse than the prevailing price when applying the stop loss order to an already open position). It can be used to help protect against losses. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the stop loss order and as such, stop loss orders are not guaranteed to take effect at the price for which they are set.

f) Trailing Stop – A trailing stop is the same as a stop loss order with the only difference being that, instead of setting a price at which the order is activated, the trailing stop order is activated at a fixed distance from the market price. For example, if Client has purchased a long open position and the market ask price increases, the trailing stop price will also increase and will trail behind the market ask price at the fixed distance set by Client. If the market ask price then decreases, the trailing stop price will remain fixed at its last position and if the market ask price reaches the trailing stop price, the order will be executed. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the trailing stop order and as such, trailing stop orders are not guaranteed to take effect at the fixed distance for which they are set. Following submission of an order, it is your sole responsibility to remain available for order and fill confirmations, and other communications regarding your Account until all open orders are completed. Thereafter, you must monitor your Account frequently when you have open positions in the Account.

Your order shall be valid in accordance with the type and time of the given order, as specified. If the time of validity or expiration date/time of the order is not specified, it shall be valid for an indefinite period.

g) Gap – a break between prices that occurs when the price of an asset makes a sharp move up or down with no trading occurring in between. Gaps can be created by a number of factors including regular buying or selling pressure, earning announcements, or any other type of news release. If a market gaps through all orders will be filled on a best efforts basis at first available price (not order level).

### **Currency of Trades**

Unless otherwise specified by Blue Sun Capital Ltd, all trades shall be made in United States Dollars (USD).

### **Terms of Acceptance for Orders**

You can place an Order via Blue Sun Capital Ltd's Trading Platform. Once your instructions or Orders are received by Blue Sun Capital Ltd, they cannot be revoked, except with Blue Sun Capital Ltd's written consent which may be given at Blue Sun Capital Ltd's sole and absolute discretion. Blue Sun Capital Ltd shall have no liability for failure to execute orders. Blue Sun Capital Ltd shall have the right, but not the obligation, to reject any order in whole or in part prior to execution, or to cancel any order, where your Account contains funds that are insufficient to support the entire order or where such order is illegal or otherwise improper.

Blue Sun Capital Ltd may, in certain circumstances accept instructions, by telephone via Blue Sun Capital Ltd's Dealing Room, provided that Blue Sun Capital Ltd is satisfied, at its full discretion, of your identity and Blue Sun Capital Ltd is further also satisfied with the clarity of instructions. In case of an Order received by Blue Sun Capital Ltd in any means other than through the Trading Platform, the Order will be transmitted by Blue Sun Capital Ltd to the Trading Platform and processed as if it was received through the Trading Platform. It is understood that an Order will not be affected.

In the event that Blue Sun Capital Ltd wishes to confirm in any manner any instructions and/or Orders and/or communications sent through the telephone, it reserves the right to do so. You accept that there is a risk of misinterpretation or mistakes in the instructions or Orders sent through the telephone, regardless of what caused them, including, among others, technical failures.

### **Execution Policy**

We are required to have an execution policy and to provide our clients with appropriate information in relation to our execution policy. Blue Sun Capital Ltd takes all reasonable steps to obtain the best possible results for its Customers. Blue Sun Capital Ltd's Best Execution Policy sets out a general overview on how orders are executed as well as several other factors that can affect the execution of a financial instrument. Where you place orders with us, the execution factors that we consider and their relative importance is as set out below:

1. Price. The relative importance we attach is “high”.
2. Speed. The relative importance we attach is “high”.
3. Likelihood of execution and settlement. The relative importance we attach is “high”.
4. Size. The relative importance we attach is “high”.

We are the principal to every order you place with us and therefore we are the only execution venue.

### **Authority**

We shall be entitled to act for you upon instructions given or purporting to be given by you without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such instructions provided such instruction is accompanied by your correct Account number and password. If your Account is a joint account, you agree that we are authorized to act on the instructions of any one person in whose name the Account is held, without further inquiry. We shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by us in reliance on any such instructions or on the apparent authority of any such persons.

### **Cancellation/withdrawal of instructions**

Orders may be cancelled via the Blue Sun Capital Ltd. Online Trading System but we can only cancel your instructions if you explicitly request so, provided that we have not acted up to the time of your request upon those instructions. Executed instructions may only be withdrawn or amended by you with our consent. Blue Sun Capital Ltd shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.

### **Right not to accept orders**

We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to enter into a proposed Transaction, we shall not be obliged to give a reason but we shall promptly notify you accordingly.

### **Control of orders prior to execution**

We have the right (but no obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation):

1. controls over maximum amounts placed to open a position using any of Blue Sun Capital Ltd's products;

2. controls over maximum positions placed per trader and per asset;
3. controls over our total exposure to you;
4. controls over prices at which orders may be submitted (to include (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 order book);
5. controls over the Electronic Services (to include (without limitation) any verification procedures to ensure that any particular order or orders has come from you); or
6. any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulations.

Should you surpass the limits and/or parameter we set, your trade shall be blocked and/or suspended.

The position limits will be notified in advance to you either through Blue Sun Capital Ltd's website or trading platforms.

### **Trade Adjustments**

Clients must be aware that Forex transactions carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign currency so that transactions are 'leveraged' or 'geared'. A relatively small market movement may have a proportionately larger impact on the funds that the Client has deposited or will have to deposit. This may work against as well as for the client. Blue Sun Capital Ltd exclusively reserves the right to widen its variable spreads, adjust leverage, change its rollover rates and/or increase the margin requirements without notice under certain market conditions including, but not limited to, when the trading desk is closed, around fundamental announcements, as a result of changes in credit markets and/or at times of extreme market volatility. In such circumstances, the Client agrees to indemnify Blue Sun Capital Ltd for any and all losses that may occur due the widening of spreads and the adjustment of leverage.

### **Execution of orders**

We shall use our reasonable endeavors to execute any order promptly, but in accepting your orders we do not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of an order on your behalf we shall notify you promptly.

### **Confirmations**

At the end of each trading day, confirmations for all Transactions that we have executed on your behalf on that trading day will be available via your online Account on our website. It is your responsibility to notify Blue Sun Capital Ltd if any confirmations are incorrect. Confirmations shall, in the absence of manifest error, be conclusive and binding on you, unless you place your objection in writing within 5 Business Days. You may request to receive the Account statement monthly or quarterly via email, by providing such a request to Blue Sun Capital Ltd, but Blue Sun Capital Ltd is not obliged to provide you with the paper Account statement. The Account statement may be provided at the expense of the client.

## **Cancellation of trades**

We have the right to reject an order or to cancel a transaction if we have adequate reasons/evidence that the following have occurred:

1. fraud/illegal actions that led to the transaction,
2. any instance when Blue Sun Capital Ltd has cause to believe that a person's trading activities may be illegal;
3. any instance where Blue Sun Capital Ltd may suffer any fiscal, regulatory, or pecuniary disadvantage by virtue of anyone's activities;
4. any instance where one or more transactions are judged by Blue Sun Capital Ltd to have been performed in violation of this Agreement.
5. orders placed based on manipulated prices as a result of system errors or system malfunctions,
6. arbitrage trading on prices offered by our platforms as a result of systems errors; and
7. coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.

We reserve the right to cancel any and/or all trading positions and withhold and/or forfeit any profits incurred by the Customer on all the Customer's trades if we consider that that the Customer has engaged in market Arbitrage.

## **Disabling and Cancelling Deposits**

We have the right not to accept funds deposited by you and/or to cancel your deposits in the following circumstances:

1. if you fail to provide with any documents it requests from you either for client identification purposes or for any other reason;
2. if Blue Sun Capital Ltd suspects or has concerns that the submitted documents may be false or fake;
3. if Blue Sun Capital Ltd suspects you are involved in illegal or fraudulent activity;
4. if Blue Sun Capital Ltd is informed that your credit or debit card (or any other payment method used) has been lost or stolen;
5. where Blue Sun Capital Ltd considers that there is a chargeback risk; and

6. when you deposit \$3,000 or more or if you make over 10 separate deposits to your trading Accounts and Blue Sun Capital Ltd is unable to verify your credit or debit card details or is unable to verify any other payment method used.

In case of cancelled deposits, and if there is not a confiscation of your funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned to the bank account that have been initially received.

### **Performance and settlement**

You will promptly deliver any instructions, funds, or documents deliverable by you under a Transaction in accordance with that Transaction as modified by any instructions given by us.

### **Position limits**

We may require you to limit the number of open positions which you may have with us at any time and we may in our sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.

### **Roll Over**

In certain market conditions you may be allowed to trade using the Roll Over feature. The Roll Over feature enables you to extend the expiration time of your trading position before it reaches the expiry date. This feature can be used subject to the following conditions:

1. An additional 30% of the initial deposit must be added automatically to your initial investment.
2. The Roll Over feature can only be used in cases where the progress of the followed price does not take the direction which you had anticipated.
3. You can only use the Roll Over feature once for each trading position.
4. The Roll Over feature shall only be available up to 15 minutes before the expiry time.

### **Improper or Abusive Trading**

Blue Sun Capital Ltd's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the trading platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time.

Should you execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping'), Blue Sun Capital Ltd shall consider this as unacceptable behavior. Should Blue Sun Capital Ltd determine, at its sole discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading act such as for example:

- a) fraud/illegal actions that led to the transaction;
- b) orders placed based on manipulated prices as a result of system errors or system malfunctions;
- c) arbitrage trading on prices offered by our platforms as a result of systems errors; and/or
- d) coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.

Then Blue Sun Capital Ltd will have the right to:

- 1) adjust the price spreads available to you; and/or
- 2) restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
- 3) obtain from your account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or
- 4) reject an order or to cancel a trade; and/or
- 5) immediately terminate our trading relationship

### **Prohibited Trading**

No employee and/or former employee who currently works or used to work on a full time or part time basis for Blue Sun Capital Ltd or any of its related entities shall, during the term of the employee and/or former employee's service to Blue Sun Capital Ltd or any of its related entities and after termination of service become a client of any brand of Blue Sun Capital Ltd (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without Blue Sun Capital Ltd's prior written approval.

Should Blue Sun Capital Ltd consider that the employee and/or former employee is trading with any brand of Blue Sun Capital Ltd without the Blue Sun Capital Ltd prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the employee and/or former employee's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated. No business associate or former business associate of Blue Sun Capital Ltd or any of its related entities shall, during the period of the agreement between the associate/former business associate and Blue Sun Capital Ltd and after termination of such agreement, become a client of any brand of Blue Sun Capital Ltd (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without Blue Sun Capital Ltd's prior written approval. Should Blue Sun Capital Ltd consider that the associate/former business associate is trading with any brand of Blue Sun Capital Ltd without Blue Sun Capital Ltd's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the relevant associate/former business associate's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated.

## **Trailing Stop functionality in case that platform terminal is closed**

In the event that the trading platform client terminal is closed, trailing stop will not work. This happens as the trailing stop works on the client terminal side and in this respect, if the client terminal is closed, only the stop loss that was placed by trailing stop before the closing of the terminal can trigger.

## **Withdrawals**

Without prejudice and subject to the terms of this Agreement, all Applicable Regulations and all conditions attaching to any relevant payments made to you under a bonus or rebate scheme operated by us, you may withdraw funds from your Account provided that such funds are not being utilized for margin purposes or have otherwise become owed to us. Once your withdrawal request is approved, your withdrawal request will be processed by us and sent to the same bank, credit card or other source for execution as soon as possible. (Note: Some banks and credit card companies may take time to process payments especially in currencies where a correspondent bank is involved in the transaction). The funds will be returned to the bank account/credit card/other source from which the funds were debited. You are fully responsible for the payment details that you provided to Blue Sun Capital Ltd and Blue Sun Capital Ltd accepts no responsibility if you have provided false or inaccurate bank details. Further, withdrawals bear third party charges which may vary in accordance with the terms and conditions of the third parties. These charges may be verified upon request.

If you request a withdrawal of funds from your Account and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal. In order to process your withdrawal request please ensure that the funds remaining on your account following your withdrawal complies with the Company's bonus withdrawal policy detailed in section 9 above. If you have not met the necessary bonus trading requirements at the time you make a withdrawal request the bonus will be debited from your trading account. Withdrawals will only be made on request by you, by bank transfer to an account in your name or such other method as we, in our absolute discretion, may determine.

For a withdrawal of funds request to be approved, you have to provide all the required information depending on the deposit method you have used.

- If you used credit/debit card to deposit funds you have to provide a Proof of Identification (POI), Proof of Address (POA), and a copy of the Credit/Debit card that you used for payment. For more information about the accepted format of the documents please refer to the KYC Policy.
- If you used a bank transfer to deposit funds, you have to provide a Proof of Identification (POI), Proof of Address (POA), and bank account information. For more information about the accepted format of the documents please refer to the KYC Policy.

Blue Sun Capital Ltd reserves the right to decline a withdrawal request if the request is not in accordance with certain conditions mentioned in this Agreement or delay the processing of the request if not satisfied on full documentation provided.

Blue Sun Capital Ltd will endeavor to process your withdrawal requests promptly, however the time needed for the requested funds to be processed and appear in your account will depend upon the method used for depositing the funds.

Please see below target timeframes for different methods of withdrawals:



If deposit was made using:

- a wire transfer, up to 5 business days
- an online payment method, up to 5 business days
- a credit/debit card, up to 10 business days
- Stock Related Payouts on CFDs

Payments on Stock Splits, Reverse Stock Splits, Stock Dividends and other Stock related events can have an impact on the share price and thus on the price of an equity based CFD. A person who holds a CFD position has no ownership of the underlying instrument. However, when a client holds a long CFD position, Blue Sun Capital Ltd shall pay the equivalent of the dividend to that client and deduct the equivalent from any client holding a short CFD position. This shall be done on or shortly after the ex-dividend date as that is when the economic effect is felt on the underlying share price.

### **Trading Account Archiving**

If we do not record any activity in your Trading Account during a continuous period of three (3) months and you have a zero account balance, your Trading Account and all its history will be archived on our trade server.

If you wish to keep using your Trading Account or restore it in the future, please contact us at [support@comfyfx.com](mailto:support@comfyfx.com).

### **Inactive and Dormant Account**

The Customer acknowledges and confirms that any trading account(s), held with Blue Sun Capital Ltd by a Blue Sun Capital Ltd Customer where the Customer has not: 1. placed a trade; 2. opened or closed positions; and/or 3. made a deposit into the Customer's trading account; for a period of 60 days and more, shall be classified by Blue Sun Capital Ltd as an Inactive Account ("Inactive Account"). Where the Customer has and continues to:

1. place a trade;
  2. open or close positions; and/or
  3. make a deposit into the Customer's trading account;
- the account shall be classified by Blue Sun Capital Ltd as an Active Account ("Active Account")
  - The Client further acknowledges and confirms that such Inactive Accounts will be subject to a monthly charge of \$10 (or equivalent in other currencies), relating to the maintenance/administration of such Inactive Accounts. The Customer further agrees that any Inactive Accounts, holding zero balance/equity, shall be turned to Dormant ("Dormant Account").

### **For re-activation of Dormant**

Accounts, the Customer must contact Blue Sun Capital Ltd's Customer Support Department and inform them of the Customer's wish to reactivate the Dormant Account. The Customer's Dormant Account will then be reactivated (subject to, if required, up-to-date Know Your Customer documentation provided to Blue Sun Capital Ltd by Customer) and become an Active Account.

## **10. ELECTRONIC TRADING TERMS**

### **Scope**

These clauses apply to your use of any Electronic Services.

### **Access and Trading Hours**

Once you have gone through the security procedures associated with an Electronic Service provided by us, you will get access to Blue Sun Capital Ltd's website and/or trading platforms, unless agreed otherwise or stated on our website in order to place orders for any Financial Instrument available from Blue Sun Capital Ltd and entering into Transactions with Blue Sun Capital Ltd. Further, you will be able to trade on the Blue Sun Capital Ltd's Trading Platforms with and through Blue Sun Capital Ltd with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, you understand that Blue Sun Capital Ltd can, at its absolute discretion, terminate your access to Blue Sun Capital Ltd's systems in order to protect both the Company's and your interests and to ensure the systems' effectiveness and efficiency.

All references to Blue Sun Capital Ltd's hours of trading are in Greenwich Mean Time ("GMT") using 24-hour format. Our Electronic Services will normally be available continuously from 21:00 GMT Sunday until 21:00 GMT Friday (winter time), every week, excluding public holidays where the Forex market does not operate and cases where the market is closed due to illiquidity in the financial instruments. Please consult our website for more details on operating times for each financial instrument. We reserve the right to suspend or modify the operating hours on our own discretion and on such event our website will be updated without delay in order to inform you accordingly. In this respect the operating hours, as indicated on the websites operated by our company and to which you have trading rights are the applicable. We may change our security procedures at any time and we will inform you of any new procedures that apply to you as soon as possible.

### **Electronic Order entry for Market Orders equals Order execution**

In regards to Forex, to enter an online order, you must access the Markets window, then click on "BUY/SELL" for the relevant market. A new window will appear in which you enter the price and lot size. The order is filled shortly after you hit the OK button provided you have sufficient funds in your Account. Orders may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties.

## **Restrictions on services provided**

There may be restrictions on the number of Transactions that you can enter into on any one day and also in terms of the total value of those Transactions when using an Electronic Service. Please refer to our website for details of the limits imposed upon Transactions carried out through our Electronic Services.

## **Access requirements**

You will be responsible for providing the System to enable you to use an Electronic Service.

## **Virus detection**

You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.

## **Use of information, data and software**

In the event that you receive any data, information or software via an Electronic Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

## **Maintaining standards**

When using an Electronic Service you must:

1. ensure that the System is maintained in good order and is suitable for use with such Electronic Service;
2. run such tests and provide such information to us as we shall reasonably consider necessary to establish that the System satisfies the requirements notified by us to you from time to time;
3. carry out virus checks on a regular basis;
4. inform us immediately of any unauthorized access to an Electronic Service or any unauthorised Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease; and
5. not at any time leave the terminal from which you have accessed such Electronic Service or let anyone else use the terminal until you have logged off such Electronic Service.

## **System defects**

In the event you become aware of a material defect, malfunction or virus in the System or in an Electronic Service, you will immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Service until you have received permission from us to resume use.

## **Intellectual Property**

All rights in patents, copyrights, design rights, trade marks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Electronic Services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Services made in accordance with law are subject to the terms and conditions of this Agreement. You shall ensure that all the licensors trademarks and copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to-date written record of the number of copies of the Electronic Services made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the Electronic Services.

## **Liability and Indemnity**

Without prejudice to any other terms of this Agreement, relating to the limitation of liability and provision of indemnities, the following clauses shall apply to our Electronic Services.

### **1. System errors**

We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Services for this reason.

### **2. Delays**

Neither we nor any third party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with an Electronic Service.

We do not accept any liability in respect of any delays, inaccuracies or errors in prices quoted to you if these delays, inaccuracies or errors are caused by third party service providers with which we may collaborate.

We shall not be obliged to execute any instruction which has been identified that is based on errors caused by delays of the system to update prices provided by the system price feeder or the third party service providers. We do not accept any liability towards executed trades that have been based and have been the result of delays as described above.

### **3. Viruses from an Electronic Service**

We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the System via an Electronic Service or any software provided by us to you in order to enable you to use the Electronic Service, provided that we have taken reasonable steps to prevent any such introduction.

#### **4. Viruses from your System**

You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

#### **5. Unauthorised use**

We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorized use of the Electronic Service. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using your designated passwords, whether or not you authorized such use.

#### **6. Markets**

We shall not be liable for any act taken by or on the instruction of an exchange, clearing house or regulatory body.

#### **7. Suspension or permanent withdrawal with notice**

We may suspend or permanently withdraw an Electronic Service, by giving you 24 hours written notice.

#### **8. Immediate suspension or permanent withdrawal**

We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Service may be terminated automatically, upon the termination (for whatever reason) of:

1. any license granted to us which relates to the Electronic Service; or
2. this Agreement.
3. Effects of termination

In the event of a termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our discretion, return to us or destroy all hardware, software and documentation we have provided you in connection with such Electronic Service and any copies thereof.

#### **11. “NO TRADING” PERIODS/ “ONE TOUCH” GENERAL TERMS**

##### **No trading Periods**

Each asset has its own trading time, these can be found in the asset index table. On the trader’s page, the trader will be able to see the time “left to expiry” and “time left for trading”.

In general “no trading times” can last between 2 minutes to 30 minutes before the expiry time, these times vary from asset to asset, they also vary according to market conditions and the expiry time of each asset and may change as a result of a change in one of the underlying asset base conditions.

At least 5 minutes before the “no trading time”, a notification with a countdown clock will appear on the trader’s screen, this countdown clock will counting down the time left to the “no trading time”.

## **Scope**

These clauses apply to your use of our “One Touch” Service.

## **“In-The-Money” and “Out-Of-The-Money” Outcomes**

If the asset reaches the predetermined rate at precisely 17.00 GMT of the same day, the client becomes eligible to receive the payout of up to 500% at the time of the expiration. If, however, the investment is out-of-the-money on any day, the trade will stay open and be checked each day to see if the price has reached the predetermined rate needed for an in-the-money outcome. The trade will remain open until the Friday, at which point the trade expires.

## **Purchases, Payouts and Refunds**

The client may purchase One Touch options whenever the market for the given asset is closed. It should be noted that in order for the client to receive the payout, the sample price of the underlying asset needs to reach or surpass the pre-set target rate only once during the option lifetime. In the event that the price of the underlying asset does not reach the predetermined level, the client will not receive any refund and will forfeit the entire amount of the investment. Therefore, the amount of profit or risk in this option is preset and known ahead of time.

The option may only be purchased in units, at the price specified on the site. The options will be sampled (checked to verify if they hit the target rates) once a day, at 17.00 GMT, Monday through Friday. Whenever sample rates are not published five times during the week, the number of samples will be reduced accordingly.

The predetermined payout will be transferred to the client’s account on the option expiration date, even if the terms of the option have been met prior to the date of expiration.

## **Control of orders prior to execution**

In case of technical failure of the trading platform or in case of extraordinary or abnormal fluctuations of the price of the financial instrument as offered in the market, we reserve the right, at our absolute discretion:

1. not to execute the order;
2. to change the quoted price of the option(s);
3. to change the rate of return the option(s) offer;

4. to place a limit on the investment amount of each option or on the number of units available for purchase;
5. to cease the sale of the options or to offer you a new quote.

In the event we offer you a new quote you have the right to either accept it or refuse it and thus cancel the execution of the Transaction.

Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is affected.

### **Cancellation of Trade**

Once the options have been purchased, the trade may not be cancelled at any point prior to the expiration of the option.

## **12. MARGINING ARRANGEMENTS**

### **Contingent liability**

Where we effect or arrange a Transaction, you should note that, depending upon the nature of the Transaction, you may be liable to make further payments when the Transaction fails to be completed or upon the earlier settlement or closing out of your position. You may be required to make further variable payments by way of margin against the purchase price of the investment, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of your investment will affect the amount of margin payment you will be required to make. We will monitor your margin requirements on a daily basis and we will inform you as soon as it is reasonably practicable of the amount of any margin payment required under this clause.

### **Margin call**

You agree to pay us on demand such sums by way of margin as are required from time to time as we may in our discretion reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated Transactions under this Agreement.

### **Failure to meet margin call**

Please note that in the event that you fail to meet a margin call, we may immediately close out the position.

### **Form of margin**

Margin must be paid in cash in currency acceptable by us, as requested from time to time by the Company. Cash Margin paid to us is held as client money in accordance with the requirements of the Client Money Rules. Margin deposits shall be made by wire transfer, credit card, e-wallet or by such other means as The Company may direct.

### **Set-off on default**

If there is an Event of Default or this Agreement terminates, we shall set-off the balance of cash margin owed by us to you against your obligations (as reasonably valued by us). The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount payable under Clause 15 (Netting).

#### **Further assurance**

You agree to execute such further documents and to take such further steps as we may reasonably require to perfect our security interest over and obtain legal title to the Secured Obligations.

#### **Negative pledge**

You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the cash margin transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.

#### **General lien**

In addition and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Regulations, we shall have a general lien on all cash held by us or our Associates or our nominees on your behalf until the satisfaction of the Secured Obligations.

### **13. CLIENT FUNDS**

#### **Client funds**

We treat funds received from you or held by us on your behalf in accordance with the requirements of the relevant regulations. In particular, funds belonging to you that will be used for trading purposes will be kept in an account with any bank or financial institution used to accept funds which Blue Sun Capital Ltd will specify from time to time and will be held in Blue Sun Capital Ltd's name.

By accepting this Agreement, you authorize Blue Sun Capital Ltd to make any necessary reconciliation transfers in order for the bank account balance to match the trading account balance, including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Customer to Blue Sun Capital Ltd or any other person.

It is understood that any amount payable by Blue Sun Capital Ltd to you, shall be paid directly to you to a bank account the beneficial owner of which is you. Fund transfer requests are processed by Blue Sun Capital Ltd within the time period specified on Blue Sun Capital Ltd's official website and the time needed for crediting into your personal account will depend on your bank account provider.

You agree that any amounts sent by you in the Blue Sun Capital Ltd's bank accounts, will be deposited to your trading account at the value date of the payment received and net of any charges/fees charged by the bank account providers or any other intermediary involved in such transaction process. In order for Blue Sun Capital Ltd to accept any deposits by you, the identification of the sender must be verified and ensure that the person depositing the funds is you. If these conditions are not met, Blue Sun Capital Ltd reserves the right to refund the net amount deposited via the method used by the depositor.



## **Interest**

You, the client, acknowledge and confirm that no interest will be received on the balance of your account.

## **Overseas banks, intermediate broker, settlement agent or OTC counterparty**

We will endeavor to hold client funds on your behalf within the European Union, however we may also hold your funds in a bank established outside the European Union. The legal and regulatory regime applying to any such bank or person might be different from the legal and regulatory regime in the European Union and in the event of the insolvency or any other analogous proceedings in relation to that bank or person, your funds may be treated differently from the treatment which would apply if the funds was held with a bank in an account in the European Union. We will not be liable for the insolvency, acts or omissions of any third party referred to in this clause.

## **Unclaimed client funds**

You agree that we may cease to treat your funds as client funds if there has been no movement on your balance for six years. We shall write to you at your last known address informing you of our intention of no longer treating your balance as client funds and giving you 28 days to make a claim.

## **Liability and Indemnity**

You agree that we shall not be liable for any default of any counterparty, bank, custodian or other entity which holds funds on your behalf or with or through whom transactions are conducted.

Blue Sun Capital Ltd will not be liable for loss suffered by you in connection to your funds held by us, unless such loss directly arises from our gross negligence, willful default or fraud.

## **Set-off on default**

If there is an Event of Default or this Agreement terminates, we shall set-off the balance of amounts owed by us to you against your obligations (as reasonably valued by us). The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount payable under Clause 16 (Netting).

## **Further assurance**

You agree to execute such further documents and to take such further steps as we may reasonably require to perfect our security interest over and obtain legal title to the Secured Obligations.

## **Negative pledge**

You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the cash transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.

### **General lien**

In addition and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Regulations, we shall have a general lien on all cash held by us or our Associates or our nominees on your behalf until the satisfaction of the Secured Obligations.

### **14. REPRESENTATIONS, WARRANTIES AND COVENANTS**

You represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:

1. if you are a natural person, you are of legal age and you have full legal capacity to enter into this Agreement;
2. if you are not a natural person:
  - you are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted;
  - execution and delivery of this Agreement, all Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you; and
  - each natural person executing and delivering this Agreement on your behalf, entering Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you and have been disclosed to us providing all the necessary information and/or documentation,
3. you have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transaction and to grant the security interests and powers referred to in this Agreement;
4. the persons entering into this Agreement and each Transaction on your behalf have been duly authorised to do so and are disclosed to us giving details of the relationship with you by providing all necessary information and/or documentation ;
5. this Agreement, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;
6. no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a "Potential Event of Default") has occurred and is continuing with respect to you or any Credit Support Provider;

7. you act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction and in case you wish to open, either in the present time or in the future, more than one accounts with Blue Sun Capital Ltd either as individual client (natural person) or as the beneficial owner of a corporate client (legal person) it is required to immediately disclose to us that you are the beneficial owner of the account(s) during the account opening procedure and to provide us with the necessary information and/or documentation regarding the relationship between the natural and/or legal person(s);

8. any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect;

9. you are willing and financially able to sustain a total loss of funds resulting from Transactions and trading in such Transactions is a suitable investment for you; and

10. except as otherwise agreed by us, you are the sole beneficial owner of all funds you transfer under this Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held.

#### **Covenants:**

Your covenant to us:

1. you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorisations referred to in this clause;

2. you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself or any Credit Support Provider;

3. you will use all reasonable steps to comply with all Applicable Regulations in relation to this Agreement and any Transaction, so far as they are applicable to you or us;

4. you will not send orders or otherwise take any action that could create a false impression of the demand or value for a financial instrument. Nor will you send orders which we have reason to believe are in breach of Applicable Regulations or by taking advantage of the account(s) you may maintain with Blue Sun Capital Ltd could be considered as system abusive orders, including but not limited to one's intention to benefit from delays in the prices, to trade at off-market prices and/or outside trading hours and to abuse the system for trading at manipulated prices; and

5. upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any Applicable Regulations.

You agree and understand:

That in the event that Blue Sun Capital Ltd has such proofs that are adequate to indicate that certain amounts received by you are proceeds from illegal acts or products of any criminal activity and/or belonging to a third party, Blue Sun Capital Ltd reserves the right to refund these amounts to the sender, either this being you or a beneficial owner of a legal entity. Furthermore, you also agree and understand that Blue Sun Capital Ltd may reverse any Transactions performed in your Trading Account and may

terminate this agreement. Blue Sun Capital Ltd at the discretion of its compliance officer may report any suspicious transactions to the relevant authorities. Blue Sun Capital Ltd reserves the right to take any legal action against you to cover and indemnify itself upon such an event and may claim any damages caused to Blue Sun Capital Ltd by you as a result of such an event.

## 15. EVENTS OF DEFAULT

The following shall constitute Events of Default on the occurrence of which Blue Sun Capital Ltd shall be authorised to exercise its rights in accordance with the paragraph below:

1. you fail to make any payment when due under this Agreement or to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non-performance has been given by us to you;

2. you commence a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a "Custodian") of you or any substantial part of your assets, or if you take any corporate action to authorise any of the foregoing, and in the case of a reorganisation, arrangement or composition, we do not consent to the proposals;

3. an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such involuntary case or other procedure either:

A. has not been dismissed within five days of its institution or presentation; or

B. has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure;

4. you die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you: or any indebtedness of yours is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible);

5. you or any Credit Support Provider (or any Custodian acting on behalf of either of you or a Credit Support Provider) disaffirms, disclaims or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of a third party ("Credit Support Provider"), or of you, in favour of us supporting any of your obligations under this Agreement (each a "Credit Support Document");

6. any representation or warranty made or given or deemed made or given by you under this Agreement or any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;

7. any Credit Support Provider fails, or you yourself fail to comply with or perform any agreement or obligation to be complied with or performed by you or it in accordance with the applicable Credit Support Document;

8. any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all your obligations under this Agreement, unless we have agreed in writing that this shall not be an Event of Default;

9. any representation or warranty made or given or deemed made or given by any Credit Support Provider pursuant to any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;

10. any event referred to in Clauses 15.2 to Clause 15.4 of this Clause 15 (Events of Default ) occurs in respect of any Credit Support Provider;

11. Any situation where we consider it necessary or desirable for our own protection, or any action is taken or event occurs which we consider might have a material adverse effect upon, your ability to perform any of your obligations under this Agreement;

12. you fail or omit to disclose to us your capacity as the beneficial owner of more than one accounts you may maintain with us and/or your capacity to act as a money manager on behalf of any other client of us;

13. you take advantage of delays occurred in the prices and you place orders at outdated prices, you trade at off-market prices and/or outside trading hours, you manipulate the system to trade at prices not quoted to you by us and you perform any other action that constitutes improper trading; or

14. any event of default (however described) occurs in relation to you under any other agreement between us.

## **16. NETTING**

### **Rights on Default**

On the occurrence of an Event of Default, we may exercise our rights under this clause, except that in the case of the occurrence of any Event of Default specified in Clause 15.2 or Clause 15.3 of the definition of Events of Default (each a “Bankruptcy Default”), the automatic termination provision of this clause shall apply.

### **Liquidation Date**

Subject to the following sub-clause, at any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the “Liquidation Date”) for the termination and liquidation of Transactions in accordance with this clause.

#### **Automatic termination**

The date of the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by us and the provisions of the following sub-clause shall then apply.

#### **Calculation of Liquidation Amount**

Upon the occurrence of a Liquidation Date:

1. neither of us shall be obliged to make any further payments or deliveries under any Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount (as defined below);
2. we shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each Transaction the total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency specified by us in writing or, failing any such specification, the lawful currency of the United States (and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant exchange as may be available on, or immediately preceding, the date of calculation); and
3. we shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the “Liquidation Amount”).

#### **Payer**

If the Liquidation Amount determined pursuant to this clause is a positive amount, you shall pay it to us and if it a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

#### **Other transactions**

Where termination and liquidation occurs in accordance with this clause, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other transactions entered into between us which are then outstanding.

### **Payment**

The Liquidation Amount shall be paid in the Base Currency by the close of business on the Business Day following the completion of the termination and liquidation under this clause (converted as required by applicable law into any other currency, any costs of such conversion to be borne by you, and (if applicable) deducted from any payment to you). Any Liquidation Amount not paid on the due date shall be treated as an unpaid such amount and bear interest, at the average rate at which overnight deposits in the currency of such payment are offered by major banks in the Cambodia interbank market (or, if no such rate is available, at such reasonable rate as we may select) plus one 1% per annum for each day for which such amount remains unpaid.

### **Base Currency**

For the purposes of any calculation hereunder, we may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation as we shall reasonably select.

### **Payments**

Unless a Liquidation Date has occurred or has been effectively set, we shall not be obliged to make any payment or delivery scheduled to be made by us under a Transaction for as long as an Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to you has occurred and is continuing.

### **Additional rights**

Our rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).

### **Application of netting to Transactions**

This clause applies to each Transaction entered into or outstanding between us on or after the date this Agreement takes effect.

### **Single agreement**

This Agreement, the particular terms applicable to each Transaction entered into under this Agreement, and all amendments to any of them shall together constitute a single agreement between us. We both acknowledge that all Transactions entered into on or after the date this Agreement takes effect are entered into in reliance upon the fact that the Agreement and all such terms constitute a single agreement between us.

## 17. RIGHTS ON DEFAULT

### Default

On an Event of Default or at any time after we have determined, in our absolute discretion, that you have not performed (or we reasonably believe that you will not be able or willing in the future to perform) any of your obligations to us, in addition to any rights under the clause 16 (Netting) we shall be entitled to take the following actions, without prior notice to you:

1. instead of returning to you investments equivalent to those credited to your account, to pay to you the fair market value of such investments at the time we exercise such right; and/or
2. to sell such of your investments as are in our possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as we may in our absolute discretion select or and upon such terms as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realise funds sufficient to cover any amount due by you hereunder; and/or
3. to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments; and/or
4. to cancel and/or consider void any Transactions and profits or losses either realised or unrealised and/or to close out the account(s) you maintain with us pursuant to this Agreement, immediately and without prior notice.

## 18. TERMINATION WITHOUT DEFAULT

### Termination

Unless required by Applicable Regulations, either party may terminate this Agreement (and the relationship between us) by giving ten days written notice of termination to the other. We may terminate this Agreement immediately if you fail to observe or perform any provision of this Agreement or in the event of your insolvency. In the event of termination, all Customers' open positions shall be closed by the date of termination without derogating all the provisions aforementioned therein, including charges, fees and penalties.

Upon terminating this Agreement

1. all amounts payable by you to us will become immediately due and payable including (but without limitation):
  - a. all outstanding fees, charges and commissions; and
  - b. any dealing expenses incurred by terminating this Agreement; and



- c. any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.
2. Blue Sun Capital Ltd shall apply best execution rules in cases where you have not provided Blue Sun Capital Ltd with specific instructions regarding the closing of your positions.
3. Return any funds remaining in your trading account to your bank account, specifically the account from which the funds were debited. Your funds may be returned to another bank account to which you are the beneficiary as long as you provide us with the required documents to verify that the account belongs to you.

## **Existing rights**

Termination shall not affect then outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.

## **19. EXCLUSIONS, LIMITATIONS AND INDEMNITY**

### **General Exclusion**

It shall be noted that Blue Sun Capital Ltd and any entity related to Blue Sun Capital Ltd, will perform Transactions in good faith and with proper due diligence but neither we nor our directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, willful default or fraud. In no circumstance, shall we have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise. Nothing in this Agreement will limit our liability for death or personal injury resulting from our negligence.

Blue Sun Capital Ltd will not be held liable for any lost opportunities by you that have resulted in either losses or reduction (or increase) in the value of your Financial Instruments.

### **Tax implications**

Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever.

### **Blue Sun Capital Ltd Levels**

The levels we present on our site are the ones Blue Sun Capital Ltd is willing to sell options at, they are not the real time market levels.

### **Changes in the market**

The manner of calculating the Transactions' expiration rates of indexes, stocks, currencies and commodities which are offered by Blue Sun Capital Ltd are updated from time to time,

the assets offered by Blue Sun Capital Ltd and the way the Transactions' expiration rates of indexes, stocks, currencies and commodities which are offered by Blue Sun Capital Ltd are calculated may change from time to time at Blue Sun Capital Ltd's sole discretion. Customer undertakes to continuously ensure customer is updated on the assets and the manner of aforesaid calculation.

We reserve the right, at our full discretion, not to execute the order, or to change the quoted price of the Transaction, or to offer you a new quote, in case of technical failure of the trading platform or in case of extraordinary or abnormal fluctuations of the price of the financial instrument as offered in the market. In the event we offer you a new quote you have the right to either accept it or refuse it and thus cancel the execution of the Transaction.

Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is affected.

### **Limitation of Liability**

We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under Applicable Regulations, which may not be excluded or restricted thereunder.

Blue Sun Capital Ltd makes every effort to ensure that the Banks and institutions to which your funds and/or Financial Instruments are deposited are of good standing and reputation. However, Blue Sun Capital Ltd shall not be held liable in the event of a loss resulting from deterioration of the financial standing of a bank or institution, or for an event such as a liquidation, receivership or any other event that causes the Bank or institution of a failure and therefore leads to a loss of all or part of the funds deposited.

Without prejudice to any other terms of this Agreement, Blue Sun Capital Ltd will not be liable for:

- Systems errors (Blue Sun Capital Ltd's or service providers)
- Delays
- Viruses
- Unauthorized use

For any act taken by or on the instruction of a Market, clearing house or regulatory body.

You further acknowledge that you are responsible for reviewing the expiration dates for the options, which are located on the Company's official website.

### **Responsibility for orders**

You will be responsible for all orders entered on your behalf via an Electronic Service and you will be fully liable to us for the settlement of any Transaction arising from it.

## **Entire Agreement**

You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. We will not be liable to you (in equity, contract or tort) for a representation that is not set out in this Agreement and that is not fraudulent.

## **Indemnity**

You shall pay to us such sums as we may – require, on a full indemnity basis, for any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

## **20. MISCELLANEOUS**

### **Amendments**

We have the right to amend the terms of this Agreement. If we make any material change to this Agreement, we will give at least ten business days' written notice to you. 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.

If objections arise, you may terminate the Agreement within ten days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of you shall be completed. Upon expiry of the abovementioned deadline without the customer having raised any objection, it shall be considered that you consent and/or accept the content of the amendment.

### **Notices**

Unless otherwise agreed, all notices, instructions and other communications to be given by us under this Agreement shall be given to the address or fax number provided by you to us. Likewise, all notices, instructions and other communications to be given by you under this Agreement shall be given to us in writing at the address below:

### **Our Details**

**Name:** Blue Sun Capital Ltd

**Address:** P.B. 1257 Bonovo Road, Fomboni, Comoros, KM

**Email Address:** support@comfyfx.com

You will notify us of any change of your address for the receipt of notices, instructions and other communications immediately.

## **Electronic Communications**

Subject to Applicable Regulations, any communication between us using electronic signatures and any communications via our website and/or Electronic Services shall be binding as if they were in writing. Orders or instructions given to you via e-mail or other electronic means will constitute evidence of the orders or instructions given.

## **Recording of calls**

We may record telephone conversations without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of the orders or instructions given.

## **Our records**

Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our services. You will not object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing nor are they documents produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.

## **Your records**

You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted. You can access your statements online at any time via our trading platform. You may request to receive your statement monthly or quarterly via email, by providing such a request to the support department.

## **Complaints procedure**

We are obliged to establish and maintain internal procedures for handling complaints fairly and promptly. You may submit a complaint to us, for example by letter, telephone, email, or in person. We will send you a written acknowledgement of your complaint promptly following receipt, enclosing details of our complaints procedures, including when and how you may be able to refer your complaint to the Mwali International Services Authority (MISA) which is the relevant regulatory body. Please contact us if you would like further details regarding our complaints procedures.

## **Third Party Rights**

This Agreement shall be for the benefit of and binding upon us both and our respective successors and assigns. You shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void. You agree that we may without further notice to you and subject to Applicable Regulations, transfer by whatever means we consider appropriate all or any of our rights, benefits, obligations, risks and/or interests under this Agreement to any person who may enter into a contract with us in

connection with such transfer and you agree that we may transfer to such person all information which we hold about you.

### **Time of essence**

Time shall be of the essence in respect of all obligations of yours under this Agreement (including any Transaction).

### **Rights and remedies**

The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under this Agreement (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

### **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.

## **21. GOVERNING LAW AND JURISDICTION**

### **Governing law**

This Agreement shall be governed by and construed in accordance with Island of Mohéli, Comoros Union law.

### **Jurisdiction**

Each of the parties irrevocably:

- i. agrees for our benefit that the courts of Island of Mohéli, Comoros Union shall have jurisdiction to settle any suit, action or other proceedings relating to this Agreement ("Proceedings") and irrevocably submits to the jurisdiction of such courts (provided that this shall not prevent us from bringing an action in the courts of any other jurisdiction); and
- ii. waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

### **Waiver of immunity and consent to enforcement**

You irrevocably waive to the fullest extent permitted by applicable law, with respect to yourself and your revenue and assets (irrespective of their use or intended use) all immunity on the grounds of sovereignty or other similar grounds from suit; jurisdiction of any courts; relief by way of injunction, order for specific performance or for recovery of property; attachment of assets (whether before or after judgment); and execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agree that you will not claim any immunity in any Proceedings. You consent generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

**Service of process**

If you are situated outside Island of Mohéli, Comoros Union, process by which any Proceedings in Island of Mohéli, Comoros Union are begun may be served on you by being delivered to the address in Island of Mohéli, Comoros Union nominated by you for this purpose. This does not affect our right to serve process in another manner permitted by law.