



**CJC Markets Co., Limited**  
**Client Services Agreement**  
**22 June 2019**  
**Individual or Joint Account**

## **Part 1: Account Application**

This Client Services Agreement comprises of the Account Application (Part 1) and the Terms and Conditions (Part 2). It is important that you read and understand the contents of both parts before completing this application. You are advised to seek professional advice if in doubt.

You must complete this form accurately and truthfully. If any of the information should change, you are required to inform us. Please provide the original or an original certified copy of following documents.

### **1. Identification Documents**

- Passport
- Overseas Passport
- National Identity Card
- driver license and, in addition,
  - a document issued by a registered bank that contains the person's name and signature (for example a credit card, debit card or EFTPOS card) or
  - a bank statement issued by a registered bank in the 3 months immediately preceding the date of application or
  - a statement issued by a government agency in the 3 months immediately preceding the date of application

### **2. Address Verification Documents**

- Bank statement
- Rate invoice
- Government issued document
- Utility invoice

### **3. Bank Account Verification Document**

- Bank statement
- Bank encoded deposit slip
- Other document issued by your bank with your name and account number.

All documents must be issued and certification must be done in the 3 months immediately preceding the date of application. You can have your documents certified by a Justice of the Peace, a member of the police, a registered doctor, a registered teacher, a registered medical doctor, a lawyer, a notary public, a chartered accountant or a person who has the legal authority to take statutory declarations or equivalent. When certifying documents overseas, the certification must be done by a person authorised by law in that country to take statutory declarations or equivalent in that country.

US Person Status Declaration – Foreign Account Tax Compliance Act (FATCA) self-certification. Please check ( ✓ )

- ☐ The account holder(s) or authorised person(s) is not a U.S. person citizen or not a U.S. person for tax purpose.
- ☐ The account holder(s) or authorised person(s) is a U.S. person citizen or a U.S. person for tax purpose.

#### 4. Account Holder Details

##### Account Holder Details (Individual or First Joint Applicant)

|                        |             |                       |
|------------------------|-------------|-----------------------|
| Title                  | Surname     | First and middle name |
| Other name(s) Known by |             |                       |
| Date of Birth          | Nationality |                       |
| Residential address    |             |                       |
| Mailing address        |             |                       |
| Telephone number       |             |                       |
| E-mail address         |             |                       |
| Telephone password     |             |                       |

##### Account Holder Details (Individual or Second Joint Applicant)

|                        |             |                       |
|------------------------|-------------|-----------------------|
| Title                  | Surname     | First and middle name |
| Other name(s) Known by |             |                       |
| Date of Birth          | Nationality |                       |
| Residential address    |             |                       |
| Mailing address        |             |                       |
| Telephone number       |             |                       |
| E-mail address         |             |                       |

**Account Holder Details (Individual or Third Joint Applicant)**

|                        |             |                       |
|------------------------|-------------|-----------------------|
| Title                  | Surname     | First and middle name |
| Other name(s) Known by |             |                       |
| Date of Birth          | Nationality |                       |
| Residential address    |             |                       |
| Mailing address        |             |                       |
| Telephone number       |             |                       |
| Email address          |             |                       |

**5. Authorised Representative**

|                                |             |                       |
|--------------------------------|-------------|-----------------------|
| Title                          | Surname     | First and middle name |
| Other name(s) Known by         |             |                       |
| Date of Birth                  | Nationality |                       |
| Residential address            |             |                       |
| Mailing address                |             |                       |
| Telephone number               |             |                       |
| Email address                  |             |                       |
| Relationship to Account Holder |             |                       |

**6. Bank Account Details**

|                 |  |
|-----------------|--|
| Name of Bank    |  |
| Name of Account |  |
| Account Number  |  |

The bank account name must be the same as that of the applicant. We will use this bank account as the standard settlement instruction for settlement of funds. If you wish to add or change accounts, please inform us and provide proof of account.

### **13. Suitability of Product for Client**

#### **Warning**

**Many derivatives are complex and high-risk financial products that are not suitable for most retail investors. If you do not understand a derivative described in this document and the risks associated with it, you should not enter into it. You can also seek advice from a financial adviser to help you make your decision. You should ask if that adviser has experience with these types of derivatives. You are strongly advised to give us information to determine your suitability to trade derivatives. If you are not suitable to trade derivatives, you may risk exposing yourself to risks that fall outside your knowledge and experience and you may not have the knowledge or experience to properly assess or mitigate the effects of the derivative. Without the information from you, there is a strong risk that we will not be able to assess whether you have the necessary knowledge and experience to understand the risks involved.**

### **14. Risk Disclosure Statement**

Trading in leveraged foreign exchange, CFDs and derivatives is risky and losses can be substantial. The risks stated in this statement are not full and complete and may change. You are recommended to seek professional opinion and carefully decide on whether such trading is suitable for you. Below are some of the risks you should consider.

There is a possibility that you may lose more than your initial deposit due to the elevated level of risks involved.

When trading leveraged products, a large exposure may be taken with a relatively small deposit. This can lead to magnification of losses and you may lose more than your original investment amount.

You may be required to maintain additional funds in your account at short notice due to increased market volatility or other reasons. If you are not able to do so, your positions may be closed out.

There may arise situations where it may be difficult for you to close out your positions. This may be due to high price volatility or a sharp reduction in liquidity.

Stop loss orders are not guaranteed and under certain conditions there may be gapping in prices and such orders may be executed at prices which may differ from the ordered price to a considerable extent.

Trading on-line may be subject to risks associated to using the internet. There may be losses in connectivity or internet failure or connection may be slow or there may be a power outage or equipment failure.

## **15. Client Acknowledgement and Declaration**

By signing and completing this Account Application, you acknowledge and declare that:

1. You have read and understood the Client Services Agreement and agree to be bound by the Terms and Conditions and all that in the Agreement or any variations that may be informed to you from time to time.
2. You have read and understood the Risk Disclosure Statement.
3. You have read and understood the Product Disclosure Statement.
4. You agree that the trading of the products made available in this account is suitable for you.
5. You confirm that all the information that you have provided is correct.
6. This Application and associated documents do not disclose all risks associated with the products you are trading and that you should seek professional advice or make careful studies before opening the account.
7. You have appointed us to be the principal of your trades in accordance with the Terms and Conditions of the Agreement.
8. You agree that for a joint account, the liability of each person is joint and several.
9. You confirm that the account holder(s) and any authorised person is not a Politically Exposed Person (PEP) and that no monies or activities are associated with money laundering, the financing of terrorism or other illegal activities.

**16. Signature**

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

The account holder(s), all authorised persons and attorneys must sign. A certified copy of the Power of Attorney must be provided if signed by an attorney.

\_\_\_\_\_

Signed for and on behalf of CJC Markets Co., Limited

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

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

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

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

## **Part 2. Terms and Conditions**

### **1. Agreement**

This Client Services Agreement contains the terms and conditions with which a customer ("You") agrees to deal with CJC Markets Co., Limited ("CJC"). This Agreement consists of the Account Application (Part 1) and the Terms and Conditions (Part 2). By opening an Account with CJC, you agree to be bound by this Agreement and the Terms and Conditions and acknowledged that you have read and fully understood this Agreement, the Risk Disclosure Statement and the Product Disclosure Statement

### **2. Services Provided to You**

(a) CJC will provide you with the ability to deal in contracts for difference ("Contract") and other derivative products ("Contract").

(b) CJC will provide you with an electronic platform ("Trading Platform") to execute trades.

(c) CJC does not provide any financial or investment advice.

(d) CJC may, from time to time, provide general information. None of this information should be considered as any form of advice. CJC does not guarantee the accuracy of any information or recommendation given to you or warrant the merit of any trade. You must assess the accuracy of information given to you and decide whether the information, recommendation or opinion is useful or suitable for you.

### **3. Your Account**

(a) You warrant that the information given in the Account Application is true and correct and that you will inform CJC of any changes.

(b) When two or more persons are account holders, they shall jointly and severally be liable for the obligations of the Account.

(c) Any instruction given to us by any one person shall be deemed sufficient for action to be taken and CJC is under no obligation to inform any other person(s).

(d) A default by one person shall be deemed as a default of the Account.



(e) Any instruction given by an Authorised Person or Attorney shall be deemed as given by you. CJC may also give information to any Authorised Person or Attorney and this shall be deemed as have been given to you.

#### **4. Trading Risk**

- (a) The risks of all trades are borne by you.
- (b) CJC will not be liable for any losses or costs incurred by you because of any information that CJC may have provided to you.
- (c) For trades that are executed at prices that are out of the prevailing market, CJC reserves the right to void the trades or to adjust them to prices that were at the prevailing market. Any losses will be borne by you and profits accrue to you.

#### **5. Margin Requirements**

- (a) CJC requires that your account has sufficient Collateral to act as Margin before you can establish a position. CJC only accepts money in the form of cleared funds by electronic transfer as Collateral. Your liability is not limited to the amount of Margin you have in your account.
- (b) CJC reserves the right to decide on the amount of Margin required without prior notification to you. The new requirement may apply to existing and new Positions.
- (c) You are advised to maintain sufficient Margin and to remain contactable at all time. Your Account's margin level is clearly stated on your trading platform. You agree that electronic trading carries the risk of you not being able to access your Account at all time and that this may affect your ability to access your margin level.
- (d) CJC is not obligated to inform you of your margin level or make a Margin Call to you at any time.

#### **6. Stop-out closing of Positions**

- (a) Some or all your positions may be closed out if your equity reaches the Stop-Out Level. It is at CJC's discretion to decide which Positions to close out.
- (b) There is no guarantee that Positions will be closed out at prices prevailing at the time when the stop-out was triggered. Your account may be in deficit after your Positions have been stopped-out.
- (c) If your account is in deficit, you are obligated to make payments to CJC to eliminate the deficiency.

(d) CJC is not obligated to allow you time to further transfer funds to meet Margin Calls. However, from time to time, CJC may at its discretion, grant you time to meet your requirements or delay closing out your Positions.

## **7. Dealing Instructions**

(a) CJC will not be responsible for any losses or costs incurred when acting on instructions which reasonably can be thought of as coming from you even though such instructions have not come from you.

(b) You may change your telephone password at any time by informing us in writing.

(c) You may change the Authorised Person at any time by informing us in writing.

(d) You are responsible for ensuring that your account information is kept private and secure always. You are responsible for all information CJC sends to you and all trades done in your Account. CJC does not have to establish the identity of any one using your Account when you trade electronically.

(e) CJC will endeavour to fill your orders to the best of its ability. However, at times, the price that the order is filled at may be different from the order price. This is known as "slippage". CJC does not guarantee that orders will be filled at the ordered price.

## **8. Telephone Recording**

(a) All conversations are recorded.

(b) You consent to the recording of your conversations with CJC and

(c) You consent that these recordings may be used as evidence in any fact finding or dispute between you and CJC and

(d) You consent that these recordings may be provided to any organisations as part of an investigation or audit including but not limited to anti-money laundering or counter financing of terrorism.

## **9. Facsimile and Telephone Indemnity**

(a) You agree that CJC may accept telephone or facsimile instructions but is not obligated to accept them.

(b) CJC will not be liable for any losses or costs incurred due to its acting on instructions which may be fraudulent, unauthorised or forged. You agree to indemnify CJC from all damages from such instructions.

(c) It is your responsibility to ensure that fraudulent, unauthorised or forged instructions are not given to CJC and to inform CJC immediately in the event of such occurrences.

(c) You agree that any interest earned from the trust accounts belongs to CJC.

## **10. Movement of Funds**

(a) No third-party payment of funds in or out will be accepted. All funds paid into your Account at CJC must be from an account that belongs to you and all funds paid to you must be to an account that belongs to you.

(b) CJC reserves the right to refuse any payment in or out.

(c) CJC shall not be responsible or liable for any losses or costs incurred directly or indirectly by you or any party due to the non-acceptance of funds.

(d) CJC shall not be responsible or liable for any losses due to the stop-out closing of Positions due to the non-acceptance of funds for the intention of funding margin requirement.

(e) Some payments may be subject to withholding fees or other form of expenses or deductions. The final amount that CJC receives may be less the amount originally remitted or what you expect. CJC is the recipient and has no control of the amount of deductions. You are advised to take note of such deductions and to ensure that funds to be received at CJC will be of a sufficient quantity. This is especially important if the funds are for satisfying margin requirements.

(f) While CJC will endeavour to credit your account with funds received as soon as possible, this may not be possible if funds are received during hours when the office is not operational, when an investigation is needed to ascertain the source or ownership of funds or when the amount received is in dispute. Clients are to ensure that funds sent to CJC are in cleared funds, from a legitimate source and not subject to any encumbrances.

(g) It is your responsibility to ensure that instructions for payment out of funds are correct, clear and sufficient. CJC does not accept any losses or costs incurred due to incorrect or insufficient information given by you.

(h) CJC may withhold payments if

(i) It is necessary to meet regulatory or legal obligations

(ii) Your Position requires the withholding of funds to meet a potential adverse movement in the value of your equity.

(iii) There is an unresolved dispute between You and CJC.

(iv) You have an unpaid or contingent liability to CJC.

(i) The amount of funds that you receive may be less than that remitted due to expenses and fees.

#### **11. Confirmation of Orders, Trades, Confirmation Information and Proof of Communication.**

(a) All your orders and trades are conducted and displayed on the Trading Platform and can be easily accessed during the time that the system is open for you to use. This existence of the information and their ready accessibility fulfils CJC's obligation to confirm your orders and trades and is proof that CJC has communicated the information to you. Any discrepancy should be reported to CJC within 24 hours.

(b) CJC may communicate to you by a variety of means and this may include:

(i) By posting on the Trading Platform.

(ii) By posting on its website.

(iii) By sending an email to you.

(iv) By communicating with you through social media or chat application.

(v) In writing.

(vi) Verbally

Any form of communication undertaken above will be deemed as CJC having fulfilled its obligation to communicate with you. With regards to Section 68 of the Financial Markets Conduct Regulations 2014, you agree that the required confirmation information can be made available to you through the Trading Platform or an electronic facility on a substantially continuous basis.

#### **12. CJC's Right to Refuse to Deal or Trade**

(a) CJC reserves the right to refuse an order, deal with or on behalf of you. CJC also may reduce your position or limit the type of order that you can place. Such a refusal shall not prejudice any other rights of CJC in this Agreement.

(b) Strategies that are intended to exploit errors in pricing are not acceptable. Trading activity designed to disrupt CJC's service, deny others of its service or negatively affect the functioning of its systems are also not acceptable. Actions CJC may take include but is not limited to:

- (i) Restrict your access to the Trading Platform or part of it.
- (ii) Widen the Spread available to you.
- (iii) Make null and void any abusive trades and adjust your Account.
- (iv) Take back any profits due to abusive trades.
- (v) Terminate this Agreement.

### **13. CJC's Right to Deal**

- (a) You agree that CJC, its employees, directors or persons or entities associated with it may deal or trade on their own accounts by selling or buying the Contract to or from you.
- (b) CJC may take the opposite side of your trade.

### **14. Fees and Charges.**

(a) CJC's fees and charges are set out on its website and may change from time to time. Changes will be updated on the website and notified to you.

(b) You agree to pay:

- (i) All spreads associated with your transactions.
- (ii) All roll-over (swap) charges associated with your Positions.
- (ii) All costs incurred in the receipt and payment of funds.
- (iv) All commissions incurred in the transaction of a Contract or any service provided by CJC.
- (v) All account maintenance fees.
- (vi) All interest due on your Account because of the Account being overdrawn or due to any debt owing to CJC. CJC may add a percentage above that which is charged by its creditors in the calculation of the interest amount. This percentage is at CJC's discretion.

(vii) All fees that are associated with your account.

## **15. Closing or Voidance of Positions**

CJC has the absolute right to close any Position or void any trade where we are in dispute with you or where there is a breach to the Terms and Conditions.

## **16. Suspension of Account**

CJC may suspend your account if it believes the following has occurred:

- (a) You have not displayed or CJC believes you have not displayed sufficient knowledge or understanding of the risks in the trading of derivatives or the Contracts offered by CJC.
- (b) There is a threat to or a reason to believe that there is a threat to your Account.
- (c) When circumstances may arise where CJC believes a suspension is necessary to investigate the circumstance.
- (d) When you remain, after a period of 10 working days, uncontactable or have not replied to CJC despite its attempts at communication.
- (e) If your Account remains inactive for a period.
- (f) If you display an abusive or bullying behaviour towards any employee, Director, agent or any person associated with CJC.

## **17. Set – off Rights**

CJC may and without notice undertake the following or set-off to satisfy your liabilities to CJC.

- (a) Combine all your Accounts.
- (b) Set-off any sums that are outstanding credit to you.

## **18. Force Majeure**

CJC shall not be responsible for and shall not be in breach of this Agreement or be liable to you for any losses or costs incurred due to incidents, happenings or events which are beyond CJC's reasonable control. Such incidents may be but is not limited to a failure of the internet, a failure of CJC's systems, break-down in electronic communications,

labour dispute, power outage, earthquake, an act of God, flood, war or an act of government.

## **19. Discontinuation and Ceasing of Offering of a Contract**

(a) CJC may discontinue or cease to offer a Contract at any time and will inform you of the date (Cessation Date) at which the Contract will cease to be offered.

(b) If the contract ceases to be available, you agree that you will close out any Positions that you may have in the Contract before the Cessation Date and that if this is not done, CJC will close out the Contract at a price at its discretion.

## **20. Indemnity**

(a) You agree to not claim from CJC and to indemnify CJC fully of any liabilities, costs or damages which you may suffer or may be imposed on CJC in connection or due to:

- (i) Any action taken by CJC due to a Default Event.
- (ii) Your breaching of this Agreement.
- (iii) Any wrong or misleading information or any information or instruction given to us from whom it appears to be from an Authorised Person.
- (iv) Unauthorised use of the Account.
- (v) Damages caused by malwares.
- (vi) System outages or failure in communication systems.
- (vii) Your inability to access CJC's services or CJC not able to provide you with its services.

The indemnity above shall be in a continuous manner and will include liabilities which may be past, present, in the future or contingent. This indemnity shall survive the termination of the Agreement or any transactions under this Agreement.

## **21. Default Event**

### **21.1 What is a Default Event?**

The events listed below shall be considered a Default Event.

(a) You have breached any term and condition in this Agreement.



- (b) You have provided CJC with false or misleading information.
- (c) You have conducted transactions which are abnormal, may cause harm to CJC or may be in breach of this Agreement.
- (d) You pass away or are of unsound mind.
- (e) You fail to provide sufficient Margin or increase Margin when required to do so.
- (f) You fail to pay CJC any fees or costs when required.
- (g) You become a bankrupt or insolvent.
- (h) You use the Account or CJC believes you use the Account to engage in or facilitate illegal activities.
- (i) You or any Authorised Person becomes a Politically Exposed Person (PEP).
- (j) CJC believes it is prudent to close the Account because of regulatory requirements.
- (k) CJC is instructed to close the Account by law.

#### **21.2 Steps CJC may take in the event of a Default Event Occurring**

- (a) Terminate this Agreement.
- (b) Require the payment of funds you owe to CJC.
- (c) Refuse orders to open new Positions.
- (d) Close all or some Positions.
- (e) Exercise rights of Set-Off.
- (f) Combine Accounts of yours.
- (g) Forbid you to withdraw funds or limit the amount of withdrawal.
- (h) Retain any funds you have to settle any contingency
- (i) Impose new Margin requirement.

#### **22. Delegation**

- (a) Your rights in the Agreement shall not be assigned or delegated to any person without the approval of CJC.

(b) All Collateral deposited by you shall not be the subject of any charge, change in charge or the creation of a security interest.

(c) Without prejudice to Section 21 (a) above, CJC may assign or delegate its rights under this Agreement to any person or entity.

(d) CJC may reveal to any potential assignee any information in our relationship.

### **23. Amendment and Termination**

(a) This Agreement may be amended at any time by CJC. CJC will give you written notice. The latest version of the Agreement will be available on CJC's website and the latest version will be the governing document in relation to your relationship with CJC.

(b) If you object to the amendments, you must inform CJC within 14 days of the notification of amendment. Otherwise, it will be taken that you have agreed to the amendment. If you have informed CJC of your objection within the stipulated time, the amendments will not be applicable to you. In this case, your Account may be closed or suspended pending the resolution of this issue.

### **24. Termination**

(a) CJC may terminate this Agreement and close the Account by giving 30 days' notice.

(b) You may terminate this Agreement and close the account by giving CJC written notice. All Positions must be closed and all liabilities and obligations to CJC discharged and satisfied. CJC will endeavour to close the Account within a reasonable period.

(c) Upon notice of termination by either CJC or you, CJC reserves the right to not allow new Positions.

### **25. Acknowledgement, Warranties and Undertakings**

You warrant that in all aspects of your relationship with CJC, that:

(a) All information provided to CJC is true, accurate and non-misleading.

(b) You will comply with all applicable laws.

(c) You are legally able to and are not under any binding which disallows you from entering into this Agreement.

(d) You have obtained all necessary consents to enter into this Agreement.

(e) Your affairs and assets are not subject to any liquidation proceedings.

(f) You are not a bankrupt or insolvent.

(g) Your opening of this account is in full compliance with your employer's rules and regulations.

### **31. Interpretation**

|                     |  |
|---------------------|--|
| CJC                 | Means CJC Markets Co., Limited   |
| Account             | Means the account that a client has with CJC   |
| Account Application | Means the Account Application Section in this document   |
| Agreement           | Means this Client Services Agreement or any of its update versions.  |
| Attorney            | Means an attorney or any person authorised by law to perform the task of an attorney.  |
| Authorised Person   | Means a person who is authorised to act on the client's behalf.  |
| Cessation Date      | Means the date on which the Contract will cease to be offered.   |
| Collateral          | Means the assets placed with CJC for the purpose of margining.   |
| Contract            | Means the product that is offered by CJC.  |
| Default Event       | Means an event that is considered a default for the purpose of this Agreement and is described in Section 22.  |
| Joint Account       | Means an Account where there is more than one holder.  |
| Margin              | Means the amount of funds that is required for the opening of a Position.  |
| Margin Call         | Means the amount of funds that is needed to be added to your current equity to allow the holding of the Position. Also means the communication to client requesting client to deposit additional funds to allow holding of the Position. |

|                      |  |
|----------------------|--|
| PEP                  | Means a Politically Exposed Person as defined in the Anti Money Laundering and Counter Terrorism Financing Act 2009. |
| Position             | Means the outstanding quantity of a Contract that is not closed out in an Account.                                   |
| Spread               | Means the difference between the bid and offered price of a Contract.  |
| Stop-Out Level       | Means the level at which some or all of the Positions will be closed out.  |
| Terms and Conditions | Means the terms and conditions stated in this Agreement  |
| Trading Platform     | Means the electronic platform that the client uses to trade in Contracts.  |
| You                  | Means the client or the counterpart of CJC in the Agreement  |

