



UNITED INTERNATIONAL  
TRADING CO. LTD



UNITED INTERNATIONAL  
TRADING CO. LTD

## Terms & Conditions

For Account Creation



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung, Chonburi, Thailand.

## **Part A: Client Terms and Conditions**

### **1. Introduction**

1.1 The Agreement is entered by and between **UNITED INTERNATIONAL TRADING CO, LTD** ("the Company") on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form (hereinafter called the "Client") on the other part.

1.2 This Client Agreement set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all trading activity of the Client with the Company during the course of the Agreement.

1.3 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).

1.4 The Company will collect, use, store, and otherwise process personal information of the Client, asset out in the Privacy Policy, as amended from time to time, and available on the Company's website.

### **2. Interpretation of Terms**

2.1 In this document (Client Agreement):

"Access Data" shall mean the login and password of the Client, which are required so as to place Orders in trading with the Company on the Trading Platform, and any other secret investor passwords, phone passwords or similar, used to access the Client Area so as to perform non-trading operations.

"Account Opening Application Form" shall mean the application form/questionnaire completed by the Client, on-line on the Company's Website and/or mobile application(s) and/or in hard copy, in order to apply for the Company's Services under the Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification, categorization and due diligence

"Affiliate" shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity that is directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

"Ask" shall mean the higher price in a Quote at which the price the Client may buy.

"Bid" shall mean the lower price in a Quote at which the Client may sell.

"Base Currency" shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

"Client Account" shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Trading Platform, the balance of the Client money and deposit/withdrawal transactions of the Client money.

"Client Money/ Client Funds" shall mean the funds deposited by the Client for the purposes set forth in this Agreement and which Client Money will be segregated from the money of the Company.

"Client Terminal" shall mean the MetaTrader program version 4 or 5, or other platform trading



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

facilities including (but not limited to) web and mobile, which are used by the Client in order to obtain information on Underlying Markets in real-time, make Transactions, place or delete Orders, as well as to receive notices from the Company and keep record of Transactions.

"Closed Position" shall mean the opposite of an Open Position.

"Completed Transaction" shall mean two counter deals of the same size and instrument (opening a position and closing a position): i.e. buy then sell and vice versa in trading.

"Currency of the Client Account" shall mean the currency that the Client Account is denominated in, as available by the Company from time to time.

"Currency Pair" shall mean the quotation of two different currencies, with the value of one currency being quoted against the other in a trading transaction. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

"Equity" shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:

- A. Equity = Balance + (Floating Profit - Floating Loss); and/or
- B. Equity= Free Margin + Margin

"Error Quote (Spike)" shall mean an error Quote having the following characteristics:

- A. A significant Price Gap; and
- B. In a short period of time the price rebounds with a Price Gap; and
- C. Before it appears there have been no rapid price movements; and
- D. Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

"Expert Advisor" shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops and take profit levels.

"Fee Sharing Rate" is the % of Performance Fee defined by the Portfolio Manager when inviting an Associate to its Fund (rate can be from 0.1% up to 100% inclusive with the precision of 0.1%).

"Floating Profit/Loss" shall mean current profit/loss on Open Positions calculated at the current Quotes (added any Trading Commissions or fees if applicable) in trading.

"Force Majeure Event" shall have the meaning as set out in paragraph 12.1. of PART A of this document (Client Agreement).

"Free Margin" shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

"Fund/s" shall mean the portfolio/s created and managed by the Portfolio Manager/s in order to collect and manage PM Investment/s from PM Investor/s. Each Fund is supported by a master trading account used by the Portfolio Manager. Each Fund will have certain profiles and parameters which are set manually by the Portfolio Manager and certain statistics which are set by the Company using certain algorithms and any other information as decided by the Company from time to time.



"Hedged Margin" shall mean the necessary margin required by the Company so as to open and maintain Hedged Positions in trading.

"Hedged Positions" shall mean Long and Short positions of the same size and instrument, opened on the trading account.

"Indicative Quote" shall mean a Quote at which the Company has the right not to accept any instructions or arrange for the execution of any Orders in trading.

"Initial Margin" shall mean the necessary margin required by the Company so as to open a position in trading.

"Instant Execution" shall mean the execution method where the order of the client will be executed at the Client's requested price or will not be executed at all. In the event that the price has changed during the processing request, the client will get a requote. A requote is a notification which tells the Client that his/her requested price is no longer available and gives the client 3 seconds to accept or reject the new price. If they accept the new price, their order will be executed with the new price. If they reject the new price or do not respond to the requote, then the order will not be executed at all.

"Investment Account" shall mean the unique personalized account of the Investor for Social Trading.

"Investment Wallet" shall mean the personal account of the PM Investor where the PM Investor may deposit funds available for investment under Portfolio Management.

"Investor" shall mean the Client who uses the Social Trading services of the Company by copying the Strategies of Strategy Providers.

"Leverage" shall mean a ratio in respect of Transaction Size and Initial Margin in trading. For example, 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

"Long Position" shall mean a buy position that appreciates in value if underlying market prices increase in trading. For example in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

"Lot" shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a trading.

"Lot Size" shall mean the number Underlying Assets in one Lot in a trading.

"Margin" shall mean the necessary guarantee funds so as to open or maintain Open Positions in a trading Transaction.

"Margin Call" shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

"Margin Level" shall mean the percentage of Equity to Necessary Margin ratio in trading. It is calculated as: Margin Level = (Equity / Necessary Margin) x 100%.

"Market Execution" shall mean any Order from the Client that will be executed at the current price in the market at the moment of Order processing.

"Market Order" shall mean an Order made by the Client for an immediate purchase or sale of a security at the price of the market. This can be described as an Order/instruction by the Client to the Company to fill an order immediately at the present price of that asset in the market.





UNITED INTERNATIONAL  
TRADING CO. LTD

"Maximum deviation" is a parameter set by the Client on the client's terminal that determines the maximum deviation (in pips) between the execution price and the requested price when opening and closing a position.

"Negative Balance" ("negative balance policy") shall mean the precautionary measure the Company takes to safeguard the Clients from excessive losses when markets move rapidly against Client's trades. The negative balance policy ensures that Clients will not lose more money than deposited if Client's account goes into negative because of Clients' trading activity.

"Necessary Margin" shall mean the necessary Margin required by the Company so as to maintain Open Positions in trading.

"Open Position" shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction.

"Order" shall mean an instruction from the Client to trade in Financial Instruments.

"Parties" shall mean the parties to this Agreement – the Company and the Client.

"Partner" shall have the meaning given in the Partnership Agreement available on the Website as this is amended from time to time.

"Performance Fee" shall mean the fee expressed in a percentage imposed by the Portfolio Manager for each Fund.

"Pending Order" shall mean an Order made by the Client for the selling or buying of a instrument in the future at set conditions. This means a Client's Order to open a position when the price of an asset reaches a certain level.

"PM Investment/s" shall mean the money invested by the PM Investor/s in the Fund/s or PM Strategies. The PM Investor may have one or more PM Investments in one or more Funds or PM Strategies.

"PM Investor/s" shall mean the Client who uses the Portfolio Management platform of the Company by investing in the Fund/s or PM Strategies with PM Investments.

"Politically Exposed Persons" shall mean:

A. an individual who is or has been, during the preceding three years, entrusted with a prominent public function in – (i) Seychelles; or (ii) any other sanctioned country by EU; or (iii) an international body or organization. For the purpose of this paragraph, prominent public function includes heads of state, heads of government, ministers and other senior politicians, senior government or judicial officials, ambassadors and chargés d'affaires, persons appointed as honorary consuls, high-ranking officers in the armed forces, members of the Boards of Central Banks, members of the Boards of state-owned corporations; and influential political party officials.

B. An immediate family member of a person referred to in paragraph (A) which means a spouse, a partner, that is an individual considered by his or her national law as equivalent to a spouse; children and their spouses or partners; the parents; and the siblings.

C. Persons known to be close associates of such persons as set out under definition (A) which means: (a) any person who is known to have joint beneficial ownership of a legal person, partnership, trust or any other close business relations with that legal person, partnership or trust; and (b) any person who has sole beneficial ownership of a legal person, partnership or



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

trust which is known to have been set up for the benefit of that legal person, partnership or trust.

"Portfolio Management" or "PM" shall mean the platform provided by the Company via its Website and/or any relevant mobile application/s giving the Client the ability either to become a Portfolio Manager or a PM Investor. PM includes the Portfolio Management products offered by the Company.

"Portfolio Manager/s" shall mean the Client who is using the Portfolio Management platform provided by the Company by creating and managing Fund/s and inviting PM Investor/s to invest in his/her Fund/s/and meet all the onboarding requirements of the Company. The Portfolio Manager/s earn Performance Fee for their services from PM Investor/s.

"Portfolio Manager's Account" shall mean the trading account created for the purposes of receiving the Performance Fee.

"Price Gap" shall mean any difference between two prices which is bigger than one minimal price (one point) change.

"Quote" shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

"Quote Currency" shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

"Quotes Base" shall mean Quotes Flow information stored on the Trading Server in trading.

"Quotes Flow" shall mean the stream of Quotes in the Trading Platform for each CFD.

"Short Position" shall mean a sell position that appreciates in value if Underlying Market prices fall in trading. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

"Slippage" shall mean the difference between the requested price of a Transaction in a trading, and the executed price of the said Transaction. Slippage often occurs during periods of higher price volatility (for example due to news events), making an Order at a specific price impossible to execute, when Market Orders and Pending Orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade. Slippage usually occurs in Market Execution and may occur in Instant Execution when maximum deviation is set.

"Spread" shall mean the difference between Ask and Bid.

"Swap or Rollover" shall mean the interest added or deducted for holding a position open overnight in trading.

"Trading Commission" shall mean a fee charged for providing the Service.

"Trading Platform" shall mean the Company's online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and delete Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Trading Platform consists of the Trading Server and the Client Terminal.

"Trading Server" shall mean the software server side of the Trading Platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The Trading



Server is used to arrange for the execution of the Client's Orders or instructions or requests, to provide trading information in real-time mode and historical information about trading activity of the Client (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

"Trailing Stop" shall mean a tool in MetaQuotes Terminals MT4 or MT5. Trailing Stop is always attached to an Open Position and could be set and works in Client Terminal. Only one Trailing Stop can be set for each Open Position. After the Trailing Stop has been set, at incoming of new Quotes, the Client Terminal checks whether the Open Position is profitable. As soon as profit in pips becomes equal to or higher than the specified level, command to place the Stop Loss Order will be given automatically. The Order level is set at the specified distance from the current price. If price changes in the more profitable direction, Trailing Stop will make the Stop Loss level follow the price automatically, but if profitability of the position falls, the order will not be modified anymore. After each automatic Stop Loss order modification, a record will be made in the Client Terminal journal.

"Transaction" shall mean any trade order that has been executed on behalf of the Client under this Agreement.

"Transaction Size" shall mean Lot Size multiplied by the number of Lots in trading.

"Underlying Asset" shall mean the underlying asset in a trading which may be Currency Pairs, Metals, Futures, Commodities, Indices, Stocks, Cryptocurrencies or any other asset according to the Company's discretion from time to time.

"Underlying Market" shall mean the relevant market where the Underlying Asset of a trading is traded.

"Website" when used in this Agreement, unless the context otherwise requires, shall mean the Company's website at <https://uitfx.com/> or such other website as the Company may maintain from time to time, Mobile and Web Applications, and any Software(s) provided by the Company from time to time under and/or pursuant to the Terms of this Agreement.

"Written Notice" shall mean any notice or communication given either via the Trading Platform and/or internal mail, and/or email, and/or facsimile transmission, and/or post, and/or commercial courier service, and/or air mail and/or to the Company's Website, as well through the Client's Personal Area.

2.2 In the Agreement, words importing the singular shall import the plural and vice versa, words importing the masculine shall import the feminine and vice versa and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.3 Paragraph headings in the Agreement are for ease of reference only.

2.4 Any reference in the Agreement to any act and/or regulation and/or law shall be that act or regulation or law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

### **3. Client Acceptance and Due Diligence**

3.1 It is understood that the Company has a discretion not to accept the Client as its client, and hence refuse to open a Client Account for him and/or refuse to accept any money from him/her and/or refuse to allow the Client to initiate trading activities, until the Client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documentation and all internal Company checks (including without limitation anti-money laundering checks, know-your-client checks, appropriateness tests and other identification procedures) have been fully satisfied. Furthermore, the Company retains the right, during the business relationship with the Client, to request at any time any other documentation and/or information from the Client that the Company considers necessary as part of the Company's ongoing monitoring of the Client's activity. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

3.2 The Client upon accepting the documents found on the Company's website which set out the terms upon which the Company will offer Services and has fully satisfied the Company's required identification documentation requirements and been verified, may deposit any amount and in any currency as defined and accepted by the Company from time to time and start trading. The Company reserves the right to define at its absolute discretion and at any time the required identification documentation, the minimum and maximum amount of deposit(s) as well as the time period in which the Client must fully satisfy the Company's required identification documentation requirements and any other relevant ad-hoc request. In this respect, the Client shall be notified with a Written Notice. In the event that, the Client does not fully satisfy the Company's required identification documentation requirements within the time period set by the Company, the Company reserves the right to return any funds deposited back to their origin and impose restrictions in the operation of the Client Accounts including but not limited to restrictions to additional deposits and/or immediately terminate the business relationship with the Client and close the Client Account and/or to proceed to any other action deemed necessary.

### **4. Services**

4.1 Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its discretion offer the following Services to the Client:

- A. Receive and transmit Orders of the Client in trading.
- B. Execute Client Orders in trading.
- C. Provide safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management.
- D. Provide foreign currency services provided they are associated with the provision of the reception and transmission service of paragraph 4.1. (A) and (B) of PART A of this document.

### **5. Advice and Provision of Information**

5.1 The Company will not advise the Client about the merits of a particular Transaction or give the Client any form of investment advice and the Client acknowledges that the Services do not

include the provision of investment advice, recommendation or proposal in tradings or the Underlying Markets or Underlying Assets. The Client alone will enter into Transactions and take relevant decisions based on his own judgment. In asking the Company to enter into any Transaction, the Client represents that the Client has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. The Client represents that he has sufficient knowledge, market sophistication, professional advice and/or experience to make his own evaluation of the merits and risks of any Transaction. In the event the Client wishes to proceed further regardless of the level of the suitability of the products traded under this Agreement, and enter into any Transaction with the Company, the Company assumes no fiduciary duty in its relations with the Client.

5.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

5.3 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, training/educational material, news, market commentary or other information but not as a Service. Where it does so:

- A. The Company will not be responsible for such information;
- B. The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Order and/or Transaction;
- C. This information is provided solely for informational purposes, in order to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- D. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
- E. The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

5.4 It is understood that training/educational material, market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

## 6. Costs and Taxes

6.1 The provision of Services and the performing of both trading and non-trading operations under the Agreement is subject to the payment of charges to the Company (the "Costs"). Costs to the Company are set out in the Company's Website and/or on the Client's Personal Area and/or are communicated to the Client through other means. Costs related to trading operations under the Agreement, may be charged at the opening and/or during the lifetime and/or upon the closing of such trading operations all as described in the Company's Website



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

in the Contract Specifications section and/or on the Client Terminal and/or on the Trading Platform.

6.2 When placing Orders in trading, the related Costs may appear relative to the value of the trading, therefore the Client has the responsibility to understand how Costs are calculated in this case.

6.3 The Company may vary its Costs from time to time. The Company will send a Written Notice to the Client informing of any changes before they come into effect and the latter shall be free to dissolve the contract immediately upon receipt of such Written Notice. In the event that such change is based on a change in interest rates or tax treatment or where there is a valid reason, the Company shall have the right to amend it without prior notice to the Client provided that the Company shall inform the Client at the earliest opportunity and that the latter is free to dissolve the Agreement immediately.

6.4 When providing a Service to a Client, the Company may pay or receive fees, commissions or other monetary or non-monetary benefits to, or from third parties as far as permissible under Applicable Regulations. The Company will provide information on such benefits to the Client if required under Applicable Regulations.

6.5 The Company will not act as tax advisor or agent for the Client. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any transaction.

6.6 The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.

6.7 The Company may charge the Client for carrying out operations to pay in/withdraw funds. The amount of charge for paying in/ withdrawal of funds depends on factors such as the transaction sum, the type of transaction, the transaction currency, the system of payment etc.

6.8 The Trading Commission and/or the Spreads and/or any other applicable Costs for performing trading operations in Trading Accounts are shown on the Company's Website in the Contract Specifications section and/or on the Client Terminal and/or on the Trading Platform.

## 7. Communications and Written Notices

7.1 In order to communicate with the Client, the Company may use any of the following methods, as determined in its sole discretion:

- ✓ Trading Platform internal mail and/or Client Terminal;
- ✓ Email;
- ✓ Telephone;
- ✓ Live Chat, Chat Bot and other Automated communication Systems;
- ✓ The Company's Website;



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.



7.2 In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

7.3 All communications and correspondence made of any form (i.e. via telephone, email, live chat or by use of other electronic communication means) between the Company and the Client may be recorded. Such records will be retained in physical records or/and in a digital format for a period as may be prescribed by the Applicable Regulations. The recording of our communication may be made with or without the use of a spoken warning, tone, or similar notification to the Client. The Company's recordings shall be and remain sole property of the Company and shall be accepted by the Client as conclusive evidence of instructions or conversations so recorded. The Client agrees that the Company may deliver copies or transcripts of such recordings to any court, arbitrator, independent auditor, Competent Authority or law enforcement authority, upon request.

7.4 In connection with any of the Services the Company provides, the Company may make interactive online chat support services available to the Client. Through the use of the chat services, the Client may interact with a human representative or the Company's chatbot or an automated bot or another non-human ("Automated Communication Systems"). The Automated Communication Systems are intended for use by individuals over 18 years old and are provided primarily as a convenience to assist the Client in understanding the Services, for general information purposes and to facilitate communication process, and does not constitute financial advice, recommendations or proposals. The chat services are offered "as is" and "as available" basis with no warranty that the chat will be free of fault or error, and the Company accepts no liability for the accuracy, completeness or suitability of information provided or statements made during live chat interactions, including information provided or statements made by the Automated Communication Systems. Company will make reasonable efforts to supply accurate and current information based on the Client's inquiries and needs. Nothing communicated in the Automated Communication Systems will be considered a legal agreement, representation, or warranty as to the Services, processes, decisions, response time, or a consent to use electronic records and/or electronic signatures as a substitute for written documents. The Client should not rely on any chat responses as a basis for making financial decisions. Company disclaims any liability for any actions taken based on information obtained through the Automated Communication Systems. Any personal information shared with the Company when using the Automated Communication Systems shall be processed by the Company in line with the requirements of the applicable data protection law and the Company's Privacy Policy.

7.5 The Client agrees to use the Automated Communication Systems solely within the scope of the functionalities intended by the Company and will not use the system for any other activity and/or to send any abusive, defamatory, dishonest, or obscene images or messages, including malicious attachments and doing so may result in the termination of the chat service session and/or to be considered as an event of default as a result of which this agreement will be terminated.

7.6 The Client understands that while the Automated Communication System can provide information on account activity, market data, and general information related to the Services



offered by the Company, any communication received from the Automated Communication System, including but not limited to responses, suggestions, or guidance, shall not be construed as personalized financial advice, a recommendation to engage in a particular transaction or strategy, or an endorsement of any particular investment. The Client agrees that they are responsible for their investment decisions and that they should seek personalized advice from qualified professionals before making any financial decisions. The Client acknowledges that they will not rely on the Automated Communication System for making such decisions and that the Company will not be held liable for any actions taken by the Client based on the information provided by the Automated Communication System.

7.7 The Company reserves the right to monitor and review communications through the Automated Communication Systems for quality assurance, compliance with applicable laws and regulations, and for any other business purposes as deemed appropriate by the Company.

## **8. Confidentiality, Personal Data, Records**

8.1 The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third party authentication service providers, other financial institutions and any other providers of registers.

8.2 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose, other than in connection with the provision, administration and improvement of the Services, for research and statistical purposes and for marketing purposes and as provided for under paragraph

8.3. under PART A of this document. Certain data (including personal data) might be used by the Company to diagnose or fix technology problems, security issues and vulnerabilities and disclosed to a third party. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

8.3 The Client agrees that, the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as and to the extent required:

- A. Where required by law or a competent court;
- B. Where requested by a bank, payment service provider, regulatory/supervisory or other authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- C. To relevant authorities to investigate suspicion of, or prevent fraud, money laundering or other illegal activity;
- D. To execution venues or any third party as necessary to carry out Client instructions or Orders and for purposes ancillary to the provision of the Services;
- E. To credit reference and fraud prevention agencies, third party authentication service providers and other financial institutions/brokers for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so, these agencies/parties may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in



the future to assist other companies for verification purposes. A record of the search will be retained by the Company;

F. To the Company's professional advisors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;

G. Only to the extent required, to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company to collect, store, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;

H. Only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;

I. To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company;

J. In relation to the Company's vulnerabilities disclosure program;

K. Where necessary in order for the Company to defend or exercise its legal rights;

L. At the Client's request or with the Client's consent;

M. To an Affiliate of the Company;

N. To successors or assignees or transferees or buyers, with five (5) Business Days prior Written Notice to the Client, for the purposes of paragraph 19.2 under PART A of this document).

8.4 Clients' rights regarding their personal data and other non-public client data are described at the Privacy Policy and Confidentiality Policy respectively, both available on the Company's website.

## 9. Amendments

9.1 The Company may upgrade the Personal Area and/or the Client Account and/or the Trading Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client as a result of the change.

9.2 Unless provided differently elsewhere in this Agreement, the Company has the right to amend the terms of the Client Agreement at any time giving to the Client at least five (5) Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately and without notice.

9.3 Unless provided differently, the Company may change any document which is part of the Agreement, except the present document, without prior notice to the Client.

9.4 This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Agreement at any time. Any later version of this document shall supersede all previous versions.

## 10. Termination

10.1 The Company may terminate this Agreement at any time and without any cause by giving at least five (5) calendar Days Written Notice to the Client.



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.



10.2 The Company may terminate this Agreement with immediate effect and without prior notice for any good reason such as in an Event of Default of the Client as defined in paragraph 11.1. of PART A of this document.

10.3 Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder.

10.4 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (without limitation):

- A. All outstanding Costs and any other amounts payable to the Company;
- B. Any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- C. Any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- D. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- E. Any damages which arose during the arrangement or settlement of pending obligations.

10.5 Once notice of termination of this Agreement is sent or upon termination the following shall apply:

A. Subject to any other rights of the Company described herein, the Client will have an obligation to close all his Open Positions and ensure that all funds and balances are appropriately withdrawn by the termination date. If he fails to do so, upon termination, the Company will have the right at its discretion to:

- close any Open Positions at current Quotes;
- B. The Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;
- C. The Company will be entitled to refuse to open new positions for the Client;
- D. The Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

10.6 During the Termination notice period any or all the following may apply:

A. The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances with obligations of the Client towards the Company;

B. The Company has the right to close the Client Account(s);

C. The Company has the right to convert any currency into any other currency;

10.7 The Company will have the right to terminate this Agreement at any given time with or without prior notice to the Client, in the event the Client has no any Open Positions/ Orders and/or no Funds in the Client's Trading Account.

10.8. Notwithstanding any provision herein to the contrary, the Client shall have the right to unilaterally terminate this Agreement at any time and for any reason, pursuant to delivering to the Company a Written Notice five (5) calendar days prior to the intended date of termination.



Such termination may only become effective provided that, at the time of the intended termination, there are no open positions or orders or remaining balance on the Client's Account and no outstanding financial or contractual obligations owed by the Client to the Company. The Company at its absolute discretion reserves the right to carry out the termination at any time before the completion of the five (5) calendar days following the Written Notice for termination by Client.

## **11. Default**

11.1 Each of the following events constitutes an "Event of Default":

- A. The failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;
- B. The failure of the Client to perform any obligation due to the Company including but not limited to the obligation of the Client to adhere to the Anti-Money Laundering (AML) Regulations and to submit any identification documentation and/or any other information required by the Company, and/or satisfy any other request for KYC verification, including but not limited to video call verification, and as determined in the Company's sole discretion;
- C. The Client is unable to pay the Client's debts when they fall due;
- D. The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- E. Where any representation or warranty made by the Client in paragraph 14 of PART A of this document is, or becomes untrue;
- F. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 11.2 of PART A of this document;
- G. An action set out in paragraph 11.2 of PART A of this document is required by a competent regulatory authority or body or court;
- H. The Client is involved or involves the Company in any type of fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, such risk determined in good faith by the Company;
- I. If the Company suspects that the Client is engaged into money laundering activities and/or terrorist financing and/or in any other criminal activities or for any other cases where the Client may involve the Company in any type of fraud or illegality and/or in any activity considered suspicious by the Company;
- J. If the Company suspects that Client is engaged in fraudulent and/ or illegal and/or abnormal activities or doubtful operations as further defined in the General Business Terms, and/or any other activities considered suspicious at the Company's discretion;
- K. If the Company has reason to suspect that the Client is involved in any kind of credit/debit card fraud including the situation where for any reason a claim, dispute, and/or chargeback is received by any payment service provider and/or method;
- L. If the Client infringes and/or violates any internal policies and procedures of the Company in relation to any Event of Default;
- M. If the Company suspects that the Client has carried out trading:
  - (a) which can be characterized as excessive and/or without legitimate intent and/or in bad faith, in order to profit while taking on minimal or no risk;



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

- (b) while relying on price latency and/or arbitrage opportunities/or incorrect or inefficient pricing;
- (c) which can be considered in the Company's sole discretion as market abuse and/or market manipulation and/or fraudulent activity and/or inside information and/or prohibited trading techniques;
- (d) during abnormal market/trading conditions.

N. For any other circumstance where Company reasonably believes that it is necessary or desirable to take any action in accordance with paragraph 11.2 to protect the Company's or all or any of its' clients;

O. If the Company suspects that Client shares any personal data and/or personal information in breach of the Company's privacy policies and/or this Agreement and/ or the Personal Data Sharing Disclaimer;

P. If the client violates or is in breach of any terms, agreements or policies of a related or affiliated entity of the company or a payment processor or digital wallet's provider of the Company. Such violation shall be considered as an Event of Default and the Company shall have the right to take any necessary action, including termination of this Agreement in response to such default;

Q. If the Company suspects any Prohibited Actions on the Trading Platform as described in Part C, paragraph 2 below herein.

11.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

A. Temporarily block the Client Account and/or accounts of another Client which the Company considers to be involved in suspicious activity, until the Company can determine if an Event of Default has occurred. In case of investigation of Events of Default, the Company may request the Client to provide various documents and the Client is under an obligation to provide such;

B. The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances with obligations of the Client towards the Company;

C. The Company has the right to close the Client Account(s);

D. The Company has the right to convert any currency in the Client Account to another currency at market related rates;

E. The Company has the right to close out the Client's Open Positions at current Quotes;

F. Terminate this Agreement without notice to the Client;

G. Limit and/or restrict and/or ban any deposit payment methods available for the Client from time to time;

H. Increase the Stop Out level or change the required Margin Level of a Trading Account and forcibly close any Client's open positions or stop an account out if Margin Level falls below 100%;

I. The Company has the right to seize and/or reverse and/or cancel any profits/losses that may have been earned/made through Transactions associated with the Client's Account and/or to return solely the initial deposit amount to the Client's Account, excluding any profits that have been generated;

J. The Company has the right to cancel any pending positions;

K. The Company has the right to reject any order of the Client;



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

L. The Company has the right to freeze and/or suspend amounts in the trading accounts, where it deems such action is necessary to adhere to relevant laws and regulations.

M. To take any actions deemed necessary including but not limited to refuse to the Client to withdraw money from the Client Account until such time as the Event(s) of Default has been resolved or the Client has settled all obligations owing to the Company.

## **12. Force Majeure**

12.1 A Force Majeure Event includes without limitation each of the following:

- A. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Trading Platform;
- B. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
- C. Labor disputes and lock-out which affect the operations of the Company;
- D. Suspension of trading on an Underlying Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- E. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- F. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company) and Ddos-attacks;
- G. Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company cannot provide the Service and is not in a position to take any reasonable action to cure the default;
- H. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event which affect the ability of the Company to provide the Service.
- I. The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Underlying Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
- J. The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

12.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any, or a combination or all of the following steps:

- A. Increase Margin requirements without notice;



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

- B. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
  - C. Refuse to accept Orders from Clients;
  - D. Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
  - E. Increase Spreads and/or Trading Commissions;
  - F. Decrease Leverage;
  - G. Shut down the Trading Platform(s) in case of malfunction for maintenance or to avoid damage;
  - H. Inactivate the Client Account;
  - I. Cancel any pending positions;
  - J. Reject any deposit requests;
  - K. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.
- 12.3 Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

### **13. Limitations of Liability and Indemnity**

13.1 In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out in the Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

13.2 The Company will not be held liable for, any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly, arising from but not limited to:

- A. Any error or failure in the operation of the Trading Platform;
- B. Errors in the settings of Client Terminal, out-of-sequence Client Terminal update, any delay caused by the Client Terminal, the Client not following the instructions on the Client Terminal;
- C. Any hardware, software, connection bugs from the Client's side;
- D. All Orders placed under the Client's Access Data;
- E. Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event;
- F. The acts, omissions or negligence of any third party;
- G. The solvency, acts or omissions of any third party referred to in paragraph 1.6 of PART B of this document;
- H. If a situation referred to in paragraph 1.7 of PART B of this document arises;



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

- I. Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
  - J. Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
  - K. Any actions or representations of the Introducer;
  - L. Currency risk materializing;
  - M. Occurrence of Slippage;
  - N. Any of the risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website, materializes;
  - O. Any changes in the rates of tax;
  - P. The Client using Trailing Stop and/or Expert Advisor;
  - Q. The Client's reliance on Stop Loss Orders;
  - R. The actions, Orders, instructions, Transactions entered into by the Client under this Agreement;
  - S. Failure by the Client to provide truthful and complete information and/or documentation.
- 13.3 If the Company incurs any claims, loss, damage, liability, costs or expenses, which may arise as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.
- 13.4 The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement or any Transaction.

## **14. Representations and Warranties**

14.1 The Client represents and warrants to the Company the following:

- A. The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic and the Client shall inform the Company of any changes;
- B. The Client has read and fully understood and undertakes to comply with the terms of this document (Client Agreement).
- C. The Client is duly authorized to enter into the Agreement, to give Orders, instructions and Requests and to perform its obligations thereunder;
- D. The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided that all the documents required by the Company for this purpose are received;
- E. The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so;



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

- F. All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- G. The Client has declared in the Account Opening Application Form, if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement, he becomes a Politically Exposed Person;
- H. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- I. The Client funds are free of any lien, charge, pledge or other encumbrance;
- J. The Client has chosen the particular type of Service and Financial Instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- K. There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, arising from the Client's nationality or religion;
- L. The Client will take into account any information in the Company's advertising materials only in combination with the complete description of the advertised services or promotion published on the Company's website;
- M. The Client is over 18 years old;
- N. The Client will not use Company's bid and offer prices for any purpose other than for its own trading purposes, and the Client agrees not to redistribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes, except if otherwise previously agreed between the parties;
- O. The Client will use the services offered by the Company pursuant to this Agreement in good faith and, to this end, the Client will not use any electronic device, software, algorithm, any trading strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which Company constructs, provides or conveys its' bid or offer prices. In addition, the Client agrees that using any device, software, algorithm, strategy or practice in its dealings with the Company whereby the Client is not subject to any market risk will be evidence that the Client is taking unfair advantage of the Company;
- P. The Client acknowledges the contents of the Risk Disclosure and Warning Notice and the Key Facts Statement that are available to the website, and fully understands the important aspects, benefits and risks of the financial services and products offered by the Company.

## **15. Client Acknowledgements of Risk and Consents**

15.1 The Client unreservedly acknowledges and accepts the following:

- A. Trading is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he is willing to undertake this risk. The damages may include loss of all his money and also any additional commissions and other expenses to keep his positions open.
- B. Trading carry a high degree of risk. The gearing or leverage often obtainable in trading means that a small deposit or down payment can lead to large losses as well as gains. It also



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him as well as for him.

C. Trading Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the Margin requirements.

D. Trading on an electronic Trading Platform carries risks.

E. The risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website.

15.2 The Client agrees and understands that:

A. He will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the trading, nor ownership thereof or any other interest therein.

B. No interest shall be due on the money that the Company holds in his Client Account.

C. When trading the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a regulated Market but over-the-counter (OTC).

15.3 The Client confirms that, he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, policies and information about the nature and risks of investments by posting such information on the Website.

## **16. Applicable and Governing Law and Applicable Regulations**

16.1 All disputes and controversies arising out of, or in connection with the Agreement shall be finally settled in the courts of Thailand.

16.2 This Agreement is governed by the Laws of Thailand.

16.3 Notwithstanding any other provision of this Agreement, in providing Services to the Client, the Company shall be entitled to take any action as it considers necessary in its absolute discretion, to ensure compliance with the relevant market rules and/or practices and all other applicable laws.

16.4 All transactions on behalf of the Client shall be subject to Applicable Regulations. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures as may be taken and the Applicable Regulations in force shall be binding on the Client.

## **17. Severability**

17.1 Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Underlying Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## **18. Non-Exercise of Rights**

18.1 The Company's failure to seek redress for violations, or to insist upon strict performance of any condition or provision of this Agreement, or its failure to exercise any or part of any right or



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

remedy to which the Company is entitled to under this Agreement, shall not constitute an implied waiver thereof.

## **19. Assignment**

19.1 The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) Business Days prior Written Notice to the Client. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganization of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party.

19.2 It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 19.1 above, the Company shall have the right to disclose and/or transfer all Client information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history), transfer the Client Account and the Client Money as required, subject to providing at least five (5) Business Days prior Written Notice to the Client.

19.3 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without the prior written consent of the Company.

## **20. Language**

20.1 The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English, is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

## **21. Introducer**

21.1 In cases where the Client is introduced to the Company through a third person ("Introducer"), the Client acknowledges that, the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.

21.2 The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer.

21.3 The Client introduced by a Partner may request at any time to be unlinked from a specific Partner and /or change its Partner and be linked to another Partner. In this event the Company and/or its Affiliates reserve the right, at its/their sole and absolute discretion to proceed with such request.

21.4 The Client acknowledges and agrees that in the event of being referred to the Company by an Introducer through any allowed means:

A. the Client authorizes the Company and the Company is permitted to disclose to the Introducer details of the client's transactions, onboarding status and other related information



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

necessary for the calculation of commissions payable to the Introducer in accordance with the respective agreement. These commissions may be of a fixed or variable nature. However, the Company will not disclose the client's contact or personal information without obtaining explicit consent from the client and/or in accordance with relevant legal notice or any other applicable document, either through the client's personal area or by other means.

B. the Company is not responsible for, and will not be held liable for, any guidance, suggestions, or information pertaining to financial, trading, or other activities provided by the Introducer to the Client and the Client hereby understands that any communications from the Introducer may not reflect the positions, ethical standards, or culture of the Company, neither approved by the Company. The Introducer is not acting as the legal agent of the Company.

C. the Client recognizes that, upon sharing its contact details in accordance with paragraph 21.4.A, if the Introducer sends multiple communication requests of a repetitive and unwanted nature, such actions are neither initiated by nor condoned by the Company, and the Company is unable to intervene in these communications or take any action in this respect.

D. the Client further acknowledges that the Introducer is not an official or authorized representative of the Company and is not empowered to conduct transactions, incur liabilities, create obligations, represent, or bind the Company in any manner. The Company cannot guarantee the substance or context of the Introducer's communications with the Client.

E. the Company will not mediate any disputes or disagreements between Clients and Introducer, as all interactions occur independently of the Company's internal environment.

## **22. Identification**

22.1 In order to prevent any unauthorized access to the Client Account, verification of the Client's identity is made for the following non-trading operations:

- A. Change Client Panel password
- B. Change Security Type
- C. Restoring Personal Area password
- D. Changing Personal area agent
- E. Withdraw funds
- F. Change account password
- G. Change investor password

22.2 The means of Client identification used by the Company (such as email, sms).

22.3 It is understood that the Company shall have the right to suspend execution of the non-trading operations, if the Client's identification data are invalid or incorrect until the Client sends the correct identification data.

## **23. Currency Conversions**

23.1 The Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account (in the event that the Client deposits money in a different currency of that of the Currency of the Client Account) or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the



Company shall select, having regards to the prevailing market rates. The Company shall be entitled to charge to the Client and obtain from the

Client Account, or from the deposited amount, the expenses incurred with regard to currency conversions for the Client, including but not limited to commissions to banks, money transfer fees, commissions to intermediaries etc.

23.2 The Client will bear all foreign currency exchange risk arising from any Transaction or from the exercise by the Company of its rights under the Agreement or any law.

23.3 The Client acknowledges and agrees that the Client shall comply at all times with any Exchange Control Regulations and shall bear any and all risks associated with any Exchange Control Regulations including without limitation with any authorizations required for any cross-border transactions and/or from the breach of such Exchange Control Regulations and/or from any other restriction imposed by the Exchange Control Regulations. The Client hereby irrevocably releases the Company from any future or potential claims arising out of the Exchange Control Regulations and any breach thereof by the Client.

## **24. Miscellaneous**

24.1 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided in law or in equity.

24.2 Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

24.3 In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

## **Part B: Client Money And Client Account**

### **1. Client Money**

1.1 The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.

1.2 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

1.3 The Company may hold Client money and the money of other clients in the same account (omnibus account).

1.4 Any money that the Company receives from the Client will be held in a separate client money bank account and will be kept segregated from the Company's own funds.

1.5 The Company may deposit Client money with a third party (i.e. intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty or a payment service provider) who may have a security interest, lien or right of set-off in relation to that money.



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

1.6 Client's money may be held on the Client's behalf with a third party as indicated in point 1.5.  
1.7 The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from other Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.  
1.8 It is understood that profit or loss from trading is credited or debited in the Client Account once the Transaction is closed.

## **2. Client Account**

2.1 In order to facilitate trading, the Company will open a Client Account for the Client, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company in its discretion from time to time. The minimum initial deposit may vary according to the account type of the Client Account. This information is made available on our website.  
2.2 The Company may offer different account types with different characteristics, different methods of execution and different requirements. Information on the various account types is found on the Website.

## **3. Temporary Block of the Client Account**

3.1 The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:

- A. In an Event of Default of the Client according to paragraph 11.2 (a) of PART A of this document and for such time that, the Company reasonably requires to examine if an Event of Default has occurred;
- B. After the Client's request to temporarily block the Client Account under paragraph 5.5. of PART B of this Client Agreement;
- C. The Company has a reasonable suspicion that the Access Data of the Client may have been received by unauthorized third parties;
- D. The Company has a reasonable suspicion of unlawful actions or doubtful operations of the Client.

E. In a Force Majeure Event and for such duration that the relevant event continues to exist;

F. An error in the request for the transfer of funds to another account was made by the Client and this resulted in the Company depositing in an incorrect trading account;

3.2 Without prejudice to any other right of the Company, the Client Account shall be unblocked in the following cases:

- A. When the Company, in its sole discretion, determines that an Event of Default has not occurred, where the Client Account was temporarily blocked under paragraph 3.1 (a) of PART B of this Client Agreement;
- B. When the Client requests from the Company to unblock the Client Account under paragraph 3.6, where the Client Account was temporarily blocked under paragraph 3.1 (b) of PART B of this Client Agreement;



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

C. When the safety of the Access Data is determined by the Company and/or when the Company issues new Access Data to the Client, where the Client Account was temporarily blocked under paragraph 5.1 (c) of this Client Agreement;

D. When the Company determines that the Client has not engaged into any actions or doubtful operations, where the Client Account was temporarily blocked under paragraph 5.1 (d) of this Client Agreement;

E. When the Force Majeure event does not exist anymore, where the Client Account was temporarily blocked under paragraph 5.1 (e) of PART B of this Client Agreement.

3.3 During the period for which the Client's Account is blocked, the Company shall examine the circumstances and determine whether the Client Account ought to be either unblocked or closed.

3.4 In case the Client Account is closed, the Company reserves the right to withhold, of this Client Agreement, for any period the Company considers necessary, any amount it considers appropriate in order to cover any possible legally binding claims that may occur in the future related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing service providers/ payment services operators' requirements, as well as if it is required by any relevant authorities.

3.5 The Client has the right to request the Company to temporarily block his Client Account by sending an email at support@uitfx.com and/or by calling the Company, with a request to temporarily block the Client Account and giving in both cases the account's phone password. The Company shall block the account within twenty four (24) hours after receiving the said request.

3.6 In order for the Company to unblock the Client Account, which was blocked further to the request of the Client, the Client shall either send email to support@uitfx.com and/or call the Company with a request to unblock the account and also point out the account phone password. The Company shall unblock the Client Account within twenty four (24) hours after receiving the request.

#### 4. Inactive and Dormant Client Accounts and Client's Data Archiving

4.1 If, for 30 (thirty) calendar days, there are no trades or non-trading operations (including agent operations) on a Client Account with a balance less than \$10 (or the equivalent sum depending on the Currency of the Client Account), then the account may be archived.

4.2 When the Client Account is archived, all trades on the account may be archived as well and cannot be restored. However, at the client's request, the company can provide a history of a requested account.

4.3 If the Client Account is inactive for one year or more, and after notifying the Client in its last known address, the Company reserves the right to close the Client Account and render it dormant.

4.4 Without derogation from the rest of the provisions of the Agreement, an account that has been archived in accordance with paragraph 4.1. of Part B of the Client Agreement, may be restored, at the client's request. Money in the archived account, shall remain owing to the Client



and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

4.5 Paragraph 4.2 is only applicable in relation to MT4 accounts. Paragraphs 6.1, 6.3 and 6.4 are applicable in relation to both MT4 and MT5 accounts.

4.6 If there are no trades and/or non-trading operations (including agent operations) and/or the Client account (s) is inactive for a period of time determined in the Company's sole discretion, the Company may impose partial or full scope restrictions/limitations on the Client's Client Panel and/or the Client Account(s) and/or may terminate this Agreement with immediate effect without prior notice. Where applicable, the Client shall be required to follow the Company's requests for documentation and/or information in order to regain full access to his/her Personal Area and/or Trading Accounts. For the avoidance of doubt, the above limitations/restrictions will not impact the Client's ability to withdraw funds.

4.7. If, pending orders placed on an inactive account both on MT4 and MT5 accounts for more than 90 (ninety) calendar days, may be automatically canceled.

## **5. Deposits and Withdrawals to/from the Client Account**

5.1 The Client may deposit and withdraw funds into the Client Account at any time during the course of this Agreement by using any of the payment methods available in the client panel from time to time. Minimum deposit requirements as well as withdrawal commissions can be found in the Client panel. The Company shall not accept third party or anonymous payments in the Client Account.

5.2 The Client shall understand and agree that if he/she uses one method of payment he/she will use the same method to withdraw funds unless different methods are justified in the Company's discretion. If multiple payment methods are being used, then the concept of proportionality shall apply. The Company shall set the requirements and order to be followed for withdrawals.

5.3 The Company shall have the right to request the Client at any time additional information and/or documentation to confirm the origin and/or source of funds deposited into the Client Account. The Company shall have the right to reject a deposit or a withdrawal of the Client if the Company is not duly satisfied with the information and/or documentation provided and/or collected.

5.4 The Company shall have the right to reject a deposit of the Client if the provisions of the transfer stated in the Personal Area are not followed.

5.5 The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, identity, address and/or other information provided and/or collected is not fully verified by the Company or up to date, with the requirements of such verification vested in the Company's sole discretion.

5.6 If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company as soon as practically possible after the amount is cleared in the relevant account of the Company.

5.7 If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a transaction investigation of the transfer. The Client agrees that any charges of the investigation



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

shall be paid by the Client and deducted from his Client Account or paid directly to the third party performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

5.8 Without prejudice to the rest of the provisions of this Agreement, the Company will effect withdrawals of Client funds upon the Company receiving a relevant request from the Client entered on the Client's Personal Area.

5.9 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall process the transaction request without undue delay and, where feasible, not later than three (3) Business Days, if the following requirements are met:

- A. The withdrawal instruction includes all necessary information;
- B. The instruction is to make a transfer to the originating account from which the money was originally deposited in the Client Account or in case of disputable situation to an account belonging to the Client (following submission of the relevant evidence);
- C. The account where the transfer is to be made belongs to the Client;
- D. At the moment of payment, the Client has available funds in his Client Account;
- E. There is no Force Majeure event which prohibits the Company from effecting the withdrawal.
- F. The Client has satisfied any requests from the Company in relation to Know your Customer (KYC), etc.;
- G. An Event of Default occurred.

5.10 It is agreed and understood that withdrawals will only be effected towards the Client. The Company does not permit withdrawals to any third party and/or to an anonymous account.

5.11 The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

5.12 All payment and/or transfer charges may be borne by the Client and the Company shall debit the relevant Client Account for these charges.

5.13 In the case of a Client Account being closed, its Balance will be withdrawn proportionally to the accounts, from which deposits were made.

5.14 Unlawful actions with bank cards and/or bank accounts and/or with any other depositing method, are exceptions to the aforementioned paragraph. In the case of unlawful action(s), the Company may refund the remaining Balance as it deems fit. Should an unlawful action occur, all data may be provided to the bank and/or credit institution and/or payment service provider and or similar as well as to law enforcement agencies and/or authorities.

5.15 In cases where the security type was changed, the Company retains the right to conduct withdrawal(s) after a three (3) Business Days' period has passed, counting from the moment that the security type was changed.

5.16 Without prejudice to the rest of the provisions of the Client Agreement, where a bank card is used as the depositing method, the Company reserves the right to place withdrawal limits in its systems. For additional information regarding such withdrawal limits and withdrawal procedures, please refer to your Personal Area. The Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the transfer period.



5.17 In cases where more than ninety (90) days have elapsed since the Client's trading account was funded by bank card and where during this period no withdrawal of funds has been made from the trading account, withdrawal of funds may be made only to the Client's same bank card and/or in any other method determined appropriate by the Company.

5.18 Without prejudice to the rest of the provisions of the Client Agreement, the Client may send request(s) for funds withdrawal from the Personal Area and the Company shall undertake to send funds to the Client's account, in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of transfer following execution of the withdrawal request.

5.19 The Client may request for a transfer of funds to another trading account, provided the latter trading account supports the relevant fund deposit/withdrawal method. Internal transfer shall be executed only between accounts of the same type, or between different types of accounts if the transfer amount is greater than the required minimum initial deposit.

5.20 The Company shall process the transfer of funds to another trading account in the currency of that trading account.

5.21 If during the transfer of the funds between trading accounts, the Company accidentally and/or mistakenly, effects the said transfer to an incorrect trading account, the requested amount of the said transfer shall be refunded to the Client at the expense of the Company.

5.22 If an error in the request for the transfer of funds to another account was made by the Client and this resulted in the Company depositing in an incorrect trading account, the Client may not be refunded.

5.23 Any internal transfer may be declined by the Company without any reasoning in its sole discretion.

5.24 The Client has the right to withdraw any part of the Client money equal to the free Margin available in the Clients' Trading Account(s), subject to any applicable restrictions regarding its operation, and any other right or limitation on such withdrawal. The Company reserves the right to reject withdrawal request in the event where the Company has reasonable grounds to believe that such request is being placed to abuse the Company's "negative balance policy".

5.25 The Company has the right to refuse and/or delay the withdrawal operations in the event where the Company has reasonable grounds to believe the Client has performed any Prohibited Actions on the Trading Platform as described in Part C, paragraph 2 below herein.

## **Part C: The Trading Platform**

### **1. Technical Issues**

1.1 The Client is solely responsible for obtaining and/or maintaining compatible equipment necessary to access and use the Trading Platform, which includes at least a personal computer, internet access and telephone and/or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary, in order to ensure his connectivity to the internet.

1.2 The Client represents and warrants that, he has installed and implemented appropriate means of protection relating to the security and integrity of his computer and that he has taken

appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Trading Platform or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Company's Trading Platform from his personal computer.

1.3 The Company will not be liable to the Client should his computer system fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

1.4 The Company will not be liable for any such disruptions and/or delays and/or problems in any communication experienced by the Client while using the Trading Platform.

1.5 The Company at its discretion may perform periodic maintenance to ensure the effective operation of the Trading Platform or in cases of emergency which includes without limitation shutting down, restarting and/or refreshing the servers with or without prior notice to the Client. In this respect the Trading Platform might be inaccessible or inoperative and the provision of any services will be suspended for a period of time. The company will use best endeavors to ensure that the maintenance activity will take place outside trading hours, unless not convenient or in urgent cases. The Client hereby accepts and understands that the Company will bear no responsibility for any loss incurred during maintenance activities, including financial loss or loss of opportunity or loss from any action or omission of the Company or of the Trading Platform provider.

## **2. Prohibited Actions on the Trading Platform**

2.1 The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform and/or computer system(s).

2.2 The Client will use the Trading Platform only for the benefit of his Client Account and not on behalf of any other person.

2.3 It is absolutely prohibited to take any of the following actions:

- A. Use any software, which applies artificial intelligence analysis to the Company's system and/or Trading Platform.
- B. Intercept, monitor, damage or modify any communication which is not intended for him.
- C. Use any type of spider, virus, worm, Trojan-horse, time bomb and/or any other codes and/or instructions that are designed to distort, delete, damage and/or disassemble the Trading Platform and/or the communication system or any system of the Company.
- D. Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- E. Do anything that will, or may violate the integrity of the Company's computer system or Trading Platform or cause such system(s) to malfunction.
- F. Take any action that could probably allow the irregular and/or unauthorized access of the Trading Platform.





G. Use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Trading Platform or automate the process of accessing or obtaining such information.

H. Use the Trading Platform in contravention of this Agreement.

2.4 Network issues/delays, Internet connectivity delays, and price feed errors/ delays, technical errors and other factors can sometimes create a situation whereby the prices displayed on Trading Platform or the Personal Area do not actually reflect accurate and up to date the market rates and/or balances and/or transactions in trading accounts. Trading strategies or other operations aimed at exploiting delays in prices or errors in prices, spreads, trading, commissions, third party commissions, other trading conditions and/or at concluding trades at off-market prices, or any other technical error or taking advantage of these factors are not permissible on the Trading Platform or the Personal Area. The Company reserves the right NOT to permit any abusive exploitation of the Trading Platform and/or connected Services at the Company's absolute discretion; any Transactions that rely on price latency arbitrage opportunities may be revoked, at Company's sole discretion and without prior notice being required. If the Company reasonably suspects based on the Client's trading strategy or other behavior, that Client he deliberately and/or systematically exploits or attempts to exploit such errors in prices and/or off-market prices, spreads, trading or third party commissions and/or any other technical error the Company may face as described in this section, the Company is entitled to take one or more of the following countermeasures:

A. Restrict or block the Client's access to the Trading Platform;

B. Terminate the Agreement immediately in accordance to Part A, section 10;

C. Close the Client Account and/or close all accounts involved, including, without limitation all other accounts held by the same account holder and/or accounts of another Client which the Company considers to be involved in the above activity immediately by giving written notice;;

D. Take legal action for any losses suffered by the Company.

E. Make the necessary corrections or adjustments on the account(s) involved including, without limitation, adjusting the spreads/commissions available to the Client.

F. Restrict the access of the involved account(s) to streaming, instantly tradable quotes including, without limitation, providing manual quotations only and submitting any Orders to Company's prior approval;

G. Cancel from the account(s) involved any historic trading profits that Company can document as having been gained through such abuse of liquidity at any time during the client relationship;

H. Take away/terminate/cancel or modify any standard and/or customized trading conditions or advantages offered to the Client in accordance to Part E, section 7, or restrict trade opening/modification/closing.

I. Take any other action deemed necessary at Company's discretion.

J. To confiscate any profits and/or revenues earned directly or indirectly from such errors and/or charge the Client additional fees in these cases and/or to nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges and/or to set-off the balances from any unjustified amounts generated from such errors.



K. To refuse to the Client to withdraw money from the Client Account.

2.5 If the Company reasonably suspects based on the Client's trading strategy or other operations, any form of prohibited trading techniques, including but not limited to risk free profiting, Client's account operations that indicate that the Client aims to exploit and/or benefit from the internal transfer offering, Client's trading activity patterns that indicate that the Client solely aims to benefit financially without being genuinely interested in trading the markets and/or in taking market risk, internal hedging within the Client's account and/or in coordination with other parties, exploitation of our 'negative balance' policy, fraud, manipulation, cash-back / bonus arbitrage, trading with the sole aim of generating third party commission, trading exclusively and/or the majority of the volumes during illiquid periods, use EAs in bad faith, hedging in bad faith, use of excessive leverage, 'expected' price gap abuse, trading on off-market quotes, churning, overloading the system with orders, multiple account operation which includes

(i) accounts operating from the same location,  
(ii) using/indicating the same IP address / ID / phone number / etc,  
(iii) multiple accounts displaying the same deposit and withdrawal patterns,  
(iv) accounts showing similar or identical trading patterns or  
(v) accounts sharing the same device or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances, Company reserves the right to close/suspend/block (either temporarily or permanently) all of the Client's Accounts and/or the accounts of another Client which the Company considers to be involved in the above activity and/or cancel all Transactions, and/or suspend/ close any trades or prevent their modification / opening, and/or block or cancel or nullify any internal transfers and/or disable withdrawal automations and/or change/decrease the leverage, and/or disable EAs, and/or cancel or nullify any profits, and/or take away any standard and/or customized trading conditions or advantages, and/or change/increase the margin requirements charge the trading accounts with a daily administration fee on their open positions and/or any action Company deems appropriate.

In view of the above, Clients will be strictly prohibited from opening any new trading Account(s) and trade with the Company. Nonetheless, in cases where a Client may successfully open an Account and trade with the Company due to any technical and/or human error, Company reserves every right to immediately close Client Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges. 2.6 The Company has developed, and will continue to develop, any tools necessary to detect fraudulent and/or unlawful access to and use of the Trading Platform; any dispute arising from such fraudulent and/or prohibited trading activity will be resolved by the Company at the Company's sole and absolute discretion, in the manner deemed to be the fairest to all parties involved; that decision will be final and/or binding to all participants. In addition, it is strictly forbidden to use any software in a way that has a significant negative effect on the performance of the Company's servers and prevents the Company from providing the best possible service to the clients with regards to the order execution.



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

2.7 If the Company reasonably suspects that the Client has used or is using any software, which has as its purpose the application of any kind of artificial intelligence analysis to the Trading Platform and/or computer system(s), the Company, at its absolute discretion, is entitled to take one or more of the following actions/countermeasures:

A. Completely restricting and/or blocking Client's access to the Trading Platform;  
B. Blocking and/or revoking the Access Data and/or Access Codes;  
C. Terminating the agreement immediately;  
D. Closing the Client Account immediately;  
E. Disabling trade opening and/or closing and/or modification;  
F. Taking legal action for any losses suffered by the Company;  
G. Taking away/terminating/canceling or customizing any trading conditions or advantages offered to the Client. Under these circumstances, the Company reserves the right to confiscate any profits and/or revenues earned directly or indirectly by engaging in such prohibited trading activity and/or charge the Client additional fees in these cases. Moreover, the Company shall be entitled to notify any interested third parties of the breach of this paragraph. Furthermore, the Client acknowledges and agrees that the Company may liquidate any outstanding contracts or positions the Client has with the Company once Client's Account has been closed. As a result of the above, the Client will be prohibited from opening any new trading Account(s) or trading with the Company. Nonetheless, the Company reserves the right to immediately close the Client's Account upon identification, nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges, in cases where the Client may successfully open an Account and trade with the Company due to any technical and/or human error.

2.8 If the Company reasonably determines that the Client either once-off or systematically takes advantage of inefficient or delayed or wrong price feeds / commissions, or uses insider knowledge about the way prices will move, or manipulates the price gaining insight into its moves before they happen, by trading on them, the Company reserves the right among others without limitation to

(a) to adjust the price(s) and/or the spread provided to the Client,  
(b) to delay the price confirmation and/or re-quote the price offered,  
(c) to restrict Client's access to the Trading Platform and/or provide only manual quotes,  
(d) to nullify any profit/loss generated, provided that it can document that such trading profits have been obtained as a result of a price(s) abuse at any time during the relationship with the Client,  
(e) to immediately terminate by way of written notice the relationship with the Client  
(f) to change trading conditions,  
(g) to restrict the opening/modification or closing of trades.

2.9 The Company reserves the right to disable and/or enable and/or terminate any Virtual Private Server (VPS) provided to the Client at any given time with or without any notice, without being obliged to provide any explanation or justification, if it has enough reasons to believe that the Client's trading strategy imposes a threat to the Company's smooth operation of its trading facilities or where the Client is abusing the Company's systems and trading conditions



without genuine interest in market exposure / speculation and/or for any other reason as specified in this Agreement regardless if VPS was used during such trading strategies.

### **3. Safety of Access Data**

3.1 Client is entitled to Access Data, so as to place Orders from his Client Account and perform various operations. The Client agrees to keep it secret and not to disclose any Access Data to any person.

3.2 The Client may change his Access Data on his Client Panel with the exception of username, email address, phone password.

3.3 The Client should not write down his Access Data. If the Client receives a written notification of his Access Codes, he must destroy the notification immediately.

3.4 The Client agrees to notify the Company immediately if he knows or suspects that his Access Data has or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue the Client with replacement Access Data. The Client will be unable to place any Orders or perform any non-trading operations until he receives the replacement Access Data.

3.5 The Client agrees that he will cooperate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.

3.6 The Client acknowledges that the Company bears no responsibility if unauthorized third persons obtain access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the parties and/or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

3.7 It is agreed and understood that all Orders made via the Trading Platform and non-trading operations on the Personal Area are deemed to have been made by the Client and are binding on the Client.

### **4. Intellectual Property**

4.1 This Agreement does not convey an interest in, or to the Trading Platform but only a limited non-exclusive right of use of the Trading Platform according to the terms of this Agreement.

4.2 Nothing in this Agreement constitutes a waiver of the Company's or any other third party's intellectual property rights.

4.3 The Client is permitted to store, display, analyze, modify, reformat and print the information made available to him through the Website or the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information.

4.4 The Client hereby agrees not to reproduce, duplicate, copy, modify, repair, develop or re-sell any part of the Trading Platform.

## **Part D: Trading Terms**

### **1. Execution**



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.



1.1 It is understood that in relation to individual transactions, depending on the type of Client Account held by each Client, the Company will either be executing Orders as a counterparty in the particular transaction in which case the Company will be the execution venue or it will be transmitting the Orders for execution to a third party (known as Straight Through Processing, STP), in which case the Company will not be acting as a counterparty in the transaction and the execution venue will be a third party.

1.2 Orders are placed by the Client with the Company, with the use of Access Data on the Trading Platform, through the Client's compatible personal computer connected to the Internet. The Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.

1.3 The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. It is agreed that if the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. The Company assumes no fiduciary duties towards the Client. It is the Client's responsibility to monitor his positions at all times.

1.4. The Client acknowledges and agrees that the Company has the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of any Services, or the access to any Service, to change the nature, composition or availability of any Service, to impose trade exposure limitations or to change the limits set on the trading conducted by the Client through any trading platform on any / all Accounts.

## 2. Decline of Client's Orders, Requests and Instructions

2.1 Without prejudice to any other provisions herein, the Company is entitled to decline or refuse to accept and/or transmit or arrange for the execution of any Order of the Client in CFDs, for any good reason including but not limited in any of the following cases as applicable to CFDs:

- A. If the Order precedes the first Quote in the Trading Platform on the market opening;
- B. Under abnormal market conditions;
- C. If the Client has recently made an unreasonable number of requests in comparison to the number of Transactions;
- D. If the Client's Free Margin is less than the Initial Margin or the Necessary Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;
- E. It is impossible to proceed with an Order due to its size or price, or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Order, or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or it is impossible for the Order to be executed due to the conditions of the relevant Underlying Market;
- F. Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- G. In consequence of any request made by the regulatory and/or supervisory and/or further to a court order;



- H. Where the legality or genuineness of the Order is under doubt;
- I. There is an absence of essential detail of the Order or the Order is not clear or has more than one interpretation;
- J. The Transaction Size is less than the minimum Transaction Size for the particular CFD as indicated in the Contract Specifications;
- K. A Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);
- L. Internet connection or communications are disrupted;
- M. A Force Majeure Event has occurred;
- N. In a suspected or actual Event of Default of the Client;
- O. The Company has sent a notice of Termination of the Agreement to the Client;
- P. The Client has failed to meet a Margin Call of the Company;
- Q. The Client Account is temporarily blocked or is rendered dormant or is closed;
- R. If any prohibited actions and/or prohibited trading techniques occurred on the trading platform, as further explained in Part C Section 2 herein above.

### **3. Margin Requirements**

- 3.1 The Client must deposit and maintain the Initial Margin and/or Hedged Margin in the amount established by the Company at the time the position is opened.
- 3.2 Client shall maintain, without notice or demand by the Company, sufficient equity in Client's account at all times to continuously meet Margin Requirements. The Client must at all times satisfy the Margin Requirements calculated by the Company. It is the Client's responsibility to ensure that he/she understands how Margin is calculated.
- 3.3 The Company, subject to Applicable Regulations, will be entitled to increase or decrease the Margin requirements for any or all clients for any open or new positions at any time, in the Company's sole discretion without prior notice. Any increase in Margin Requirements will be due and payable immediately on the Company's demand. The Company will only increase or decrease Margin requirements where the Company reasonably considers it necessary or desirable, for example but without limitation, in response to or in anticipation of any of the following:

- A. An Event of Default;
- B. A change in the market to which your margined transactions relate or in the financial markets more generally;
- C. Upcoming Economic news and/or market news which may adversely impact any margined positions;
- D. When Client changes the trading pattern with the Company and/or an Affiliate company such that the Company determines in its reasonable discretion further margin is required in order to manage the risks associated with the Clients' transactions;
- E. Clients' exposure to the Company and/or an Affiliate company being concentrated in a particular currency pair or underlying instrument.

It is the Client's sole responsibility to monitor Client's account so that at all times the account contains sufficient equity to meet Margin Requirements. The Company may reject any order if



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

Client's account has insufficient equity to meet Margin Requirements, and may delay processing of any order while determining the margin status of the account.

3.4 Lower Margin requirements for a specific Financial Instrument apply to all positions opened for this Financial Instrument.

3.5 The Company reserves the right to increase or decrease the size of Margin requirements, before the close and/or after the open of the market, around trading breaks, weekends and holidays.

Information about the time frames during which increased Margin requirements are in effect is published in the Client's Personal Area, and/or Client's Terminal and/or on the Company's Website.

3.6 Increasing the amount of hedging in trading accounts (and for the Underlying Assets that are subject to Hedged Margin) will result in a reduction of Margin requirements for new hedging orders.

3.7 Reducing the amount of hedging in trading accounts (and for the Underlying Assets that are subject to Hedged Margin) is treated as opening a new position and will result in a proportional (based on the amount) change in Margin requirements on previously opened positions for the corresponding financial instrument.

3.8 Company has the right to close any, or all of the Client's Open Positions without the Client's consent or any prior Written Notice to him. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account, at reasonable exchange rates as the Company will select, having regards to the prevailing market rates.

3.9 If a Margin Call notification is sent to the Client Terminal, the Client will not be able to open any new positions, except where permitted by the Company, hedging position(s) to reduce margin. If the Client fails to meet the Margin Call, his Open Positions are closed starting from the most unprofitable.

3.10 The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.

3.11 Margin must be paid in monetary funds in the Currency of the Client Account.

3.12 The Company at its absolute discretion, at any time with or without prior Written Notice, may increase the Stop Out level or change the required Margin of a Trading Account, and may forcibly close any Client's open positions or Stop Out their positions or the whole trading account if Margin Level falls below 100%.

#### 4. Trailing Stop, Expert Advisor and Stop Loss Orders

4.1 The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor and/or any other automated processes are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever. The Company reserves the right to accept or reject at its own discretion the use of additional functions of the Client Trading Terminal and in case these additional functions affect the reliability and/or smooth operation and/or the stability of the Company's Trading Platform to immediately terminate by



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

way of written notice the relationship with the Client and/or take any actions deemed appropriate.

4.2 The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

## **5. Trade Confirmations and Reporting**

5.1 The Company will provide the Client with online access to his Client Account via the Trading Platform, which will provide him with sufficient information, including information on Order(s) status, Client Account status, Balance in the Client Account and trade confirmations in respect of each executed Order.

5.2 Trade confirmations will be available on the Trading Platform prior to the close of the back office on the Business Day following the day on which the order is executed.

5.3 If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (though the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the day of receipt of the said trade confirmation.

# **Part E: Trading Terms**

## **1. Order Execution**

1.1 Orders can be placed, executed and (if allowed) changed or removed within the trading hours for each appearing on the Company's Website, as amended by the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

1.2 The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any trading out of normal trading hours which appear on the Company's Website.

1.3 Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Client Account Equity reaches zero and/or for any other justifiable reason.

1.4 Orders cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.

1.5 The Client may change the expiration date of Pending Orders.

## **2. Quotes**

2.1 The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset

price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

2.2 It is hereby acknowledged and understood that any Quotes displayed on the Trading Platform and/or Client's Terminal are considered indicative at the time of display and may not be up-to-date with the real-time pricing, owing to various factors beyond the Company's control, including but not limited to, technical conditions such as the transfer rate of data networks, the quality of internet connection which affects the time it takes for the price to reach Trading Platform and/or Client's Terminal after it leaves Company's servers, and rapid market fluctuations. Despite Company's efforts to promptly update all Quotes in the Trading Platform and/or Client's Terminal for real-time accuracy, these factors, and any other factor beyond the Company's control, may lead to the Trading Platform and/or Client's Terminal showing a stale Quote, and due to this, slippage may also be observed.

2.3 In the event that the Company is unable to proceed with the execution of an Order, with regard to its price or size or for any other reason, the Company may send a re-quote to the Client with the price it is willing to deal.

2.4 The Company will delete Error Quotes (Spikes) from the Trading Server's Quotes Base.

2.5 The Company has the right not to provide Quotes and not execute Orders in case when the price of Underlying Asset becomes negative.

2.6 It is acknowledged that whilst the Quotes displayed on Trading Platform and/or Client's Terminal take into account a variety of factors including market data from various third party external reference sources, they are not taken directly and/or exclusively from one source, and therefore such Quotes may not match Quotes that Client sees elsewhere (including the Quotes of other third trading entities). It is also acknowledged that all prices shown on the Trading Platform and/or Client Terminal are indicative and are subject to constant changes.

### **3. Leverage**

3.1 The Company has the right to change the Client Account leverage (higher or lower) without prior notice according to the conditions described on the Website of the Company.

3.2 An automatic change in Leverage pursuant to the rules established by the Company, as well as a change in Leverage made by the Client through his/her client panel will result in a recalculation of the Margin requirements for all of the Client's positions.

3.3 The Company has the right:

A. To set the leverage on the Client's trading account at no more than 1:500, 3 (three) hours before market closing before weekends and holidays, if the trading account's current leverage exceeds 1:200. This change will affect the transactions to be opened within the aforementioned time period of 3 (three) hours.

B. To limit the size of the offered leverage and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.

3.4 The information about leverage changing is in the client panel. If the information on the



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

Website contradicts information in the Personal Area, the priority is information in the client panel.

#### 4. Swaps and Swap Free Accounts

4.1 Swaps are calculated according to the Contract Specification found on the Company's Website. The Client may use the "Trader Calculator" on the Website in order to calculate the cost of Swap for a specific trade.

4.2 Where applicable, swap operations are carried out daily at 10:00 pm during Winter time and 09:00 pm during Summer Time according to the time of the Client Panel, except on Saturday and Sunday. At 10:00 pm during Winter time and 09:00 pm during Summer Time on Wednesday or on Friday (depending on the Underlying Asset), the triple cost of the Swap operation is added to/charged off the Client Account. Swap amounts less than 0.01 units in the Client's respective account currency will not be credited. Swaps may change daily and might be subject to additional price adjustments (depending on the Underlying Asset). Timing may change time by time.

4.3 The Company maintains the right to change Swaps for any Underlying Asset at any time with or without prior notification to the Client. The applicable Swaps will be reflected on the Company's official website and it is the Client's responsibility to monitor and always be aware of Swap charges.

4.4 The Company may offer Swap free Client Accounts for all Underlying Assets and/or Swap free Client Accounts for specified Underlying Assets. Swap operation is not performed on Swap free Client Accounts and/or on Underlying Assets not subject to Swaps. The Company in its discretion may change the Underlying Assets available for Swap free Client Accounts.

4.5 Not all account types may be Swap free Client Accounts. Only those account types and/or Underlying Assets specified on the website from time to time may be Swap Free provided that the Client is eligible for Swap free status in accordance with paragraph 4.6 and 4.7 of Part E below. Moreover, the Company may in its sole discretion change the account types and/or the Underlying Assets eligible for Swap free status.

4.6 During the Account Opening process, Clients from Islamic Countries and/or having Islamic/Muslim religious beliefs will be considered eligible for a Swap-free Account. This is determined by the Company at its sole discretion, in accordance with the identification information and/or the phone number and/or proof of religion of the Client on the Account Opening Application Form and/or other documentation requested by the Company from time to time. The Company reserves the right at any given time to suspend Swap-Free status or deny or remove it if the client does not originate and/or resides in an Islamic country and/or does not satisfy Islamic/Muslim religious beliefs and/or other conditions imposed by the Company from time to time.

4.7 At the Company's discretion, Clients from non-Islamic Countries might be considered as eligible for a Swap free status Client Account. In such a case, Company retains the right to define from time to time the Swap free levels and Client's eligibility for these levels as these shall be stated in the Contract Specifications or the Company's Website. Swap free Client Account status and/or Swap free levels might be automatically assigned to the Client at the Company's discretion and Client shall not have the right to decline, modify or cancel any of



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

them. The Company reserves the right to change, modify or cancel the Swap free Client Account and/or Swap free levels at its discretion at any time.

4.8 Subject to paragraph 4.3 of Part E of the Client Agreement, If the Client has a Swap free Client Account, no Swaps or roll over charges will be applied to trading positions overnight. Any charges applicable to Swap free Client Accounts appear in the Contract Specifications or on the Company's Website.

4.9 All the provisions herein in this entire Agreement apply to Swap free Client Accounts save any mentions to Swaps.

4.10 The Client who has a Swap free Client Account may not hold his floating positions for a long time period and hence gain profits. In such an event, the Client must close the floating positions and Swaps will be applied retroactively.

4.11 The Company reserves the right to cancel, amend, terminate Swap free status of Client's Account and/or Swap free levels at its sole discretion and without prior notice without bearing any responsibility or liability in this regard.

4.12. The Company reserves the right to disable and/or enable swap free trading for Client 's Trading account at any given time, without being obliged to provide any explanation or justification, if it has enough reasons to believe that the Client's trading strategy imposes a threat to the Company's smooth operation of its trading facilities or where the Client is abusing the Company's systems and trading conditions without genuine interest in market exposure / speculation.

4.13 The Company reserves the right to take any of the following actions, at any time, in the event that detects any form of abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity in regard to any Swap-free Account of any client, (a) with immediate effect, to revoke the Swap-free status from any and all real trading Accounts of such a client and charge the relevant swaps; (b) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and/or costs pertaining to any and all of such client's Swap-free trading Accounts during the period for which such Accounts were Swap-free trading Accounts; and/or (c), with immediate effect, to close all trading Accounts of such client, nullify all trades carried out in such client's trading Accounts and cancel all profits or losses garnered in such client's trading Accounts and/or change the client's trading conditions or restrict the opening/modification/closing of trades.

## 5. Lots

5.1 The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

## 6. Other Terms

6.1 The Company at its sole and absolute discretion may offer and/or provide to Client customized trading conditions/advantages as these will be specified between the Company and the Client and/or as the Client might be notified from time to time by the Company and/or as these can be found in the Clients' Personal Area and/or the Website. Company reserves the absolute right to cancel / terminate / modify /change such customized trading conditions /advantages provided to the Client in case of doubtful operations by the Client and/or in case



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.



the Client's trading activity is subject to prohibited trading techniques or in case of Default as described in this Agreement and for any other reason at the discretion of the Company and under no circumstances shall the Company be held liable for any consequences or loss in such a case.

6.2 The Company reserves the right to cancel/ change/ modify any of the Contract Specifications for all or only for certain clients at any time at their discretion and/or depending upon the market situation with or without notice. The Client further acknowledges and agrees that it is his/her sole responsibility to review the Contract Specifications before and after placing any order with the Company.

6.3. The Client acknowledges and agrees that it is his/her sole responsibility to review the Agreement before signing and that there is no limitation in time in assessing the relevant terms and conditions before entering the Agreement. The Client acknowledges that regardless of when they initiate the termination request following the opening of the account, the Company is not liable to refund any funds lost or spent during trading, except for the balance available for withdrawal at the time when termination becomes effective.

## PART F: Portfolio Management

### 1. Introduction

1.1 Company shall allow participation and use of Portfolio Management platform subject to the fulfillment of Client's obligations under this Agreement and of any other requirement of becoming Portfolio Manager or PM Investor or an Associate as applicable from time to time by the Company.

### 2. Portfolio Manager

2.1 A Client shall be eligible to become a Portfolio Manager and use the Portfolio Management platform provided by the Company provided that he/she meets any applicable requirements required from time to time by the Company.

2.2 Subject to paragraphs 2.1 above herein, Client becomes a Portfolio Manager when creating his/her first Fund. In order to create, manage and maintain a Fund the Portfolio Manager should:

- A. Choose a name for the Fund
- B. Describe the Funding
- C. Choose a Portfolio Management Products from the options provided by the Company from time to time;
- D. Set the minimum PM Investment to the Fund and
- E. Choose the leverage for the Fund and from the options provided by the Company from time to time;
- F. Set the Performance Fee type and size from the options provided by the Company from time to time;
- G. Provide any other information required by the Company from time to time.
- H. Meet any requirement required by the Company from time to time such as without limitation in relation to minimum and/or maximum size of PM Investments, the Portfolio Management



Products and Portfolio Manager's trading reliability level as these requirements shall be notified from time to time by the Company and/or as these can be found in the Portfolio Manager's Personal Area and/or the Website and/or any other document and/or policy that might be provided by the Company from time to time.

2.3 After the Client decides to invest in a Fund, The Portfolio Manager Provider is allowed to accept or reject requests to invest in a Fund. After the request is accepted by the Portfolio Manager, the Client has the opportunity to make PM Investment/s in this Fund.

2.4 Portfolio Manager is only able to place Orders connected to a Fund and is prohibited to make withdrawals or transfers.

2.5 The Portfolio Manager acknowledges and agrees that materials created, published and disseminated by him/her in relation to the Portfolio Management, within and outside the Portfolio Management platforms, including but not limited to Fund's (e.g. biography, photo, Fund and/, Fund description, social media page of the connected Fund shall not:

A. contain materials which are not in accordance with the provisions of the Agreement and/or any other regulation of the Company and/or contain illegal and/or unethical references, and/or it contains personal or other information not related to the Fund and/ and/or does not make sense and/or lacks consistency and/or provides misleading or unclear or unfair information, and/or infringe third party rights, including trademark and other intellectual property rights;

B. mislead and/or insult and/or contain racist or religious references and/or refer to illegal actions, and/or do not respect certain morality or ethical standards;

C. claim Portfolio Manager's eligibility to provide the services which may require a license, registration and/or notification in their state of residency and/or in the residency states of PM Investor/s;

D. introduce or present Portfolio Manager as an employee or representative of the Company and/or claim, directly or indirectly, that the Company and/or its Affiliates endorse, maintain any control and/or guarantee the accuracy and/or completeness of any Portfolio Manager's statement or their activities;

E. contain sexually explicit and/or any grossly offensive content, including expressions of bigotry, racism, hatred or profanity or that is hateful, threatening, or pornographic; incite violence or that contain nudity or graphic or gratuitous violence;

F. contain a picture that presents a minor (child), and/or contain any content which is inappropriate and/or misleading and/or insulting of a race and/or any religion and/or refers to illegal actions, and/or does not respect certain morality standards and/or is unethical;

G. contain, post or send unauthorized commercial communications (such as spam);

H. collect and/or use/copy users' content or information, or otherwise accessing Website and/or the Portfolio Management platform, using automated means (such as harvesting bots, robots, spiders, or scrapers);

I. engage in unlawful multi-level marketing, such as a pyramid scheme on our Websites and/or using our Services;

J. contain viruses or other malicious code;

K. solicit personal information and/or login information or access an account belonging to someone else;



- L disable, overburden, or impair the proper working of Company, such as a denial of service attack and/or facilitate or encourage any violations of these rules;
- M. make misleading and/or absolute and/or untrue statements about the performance of the Fund and/or guarantee the performance of the Fund.
- N. contain information which is not related to the Fund, does not make sense and/or lacks consistency or which is not balanced enough - overwhelmed on the positive side.
- O. contain false statements about its knowledge and or its authorization and/or mislead in any way the PM Investors and/or any other users;
- P. contain statements which are abusive or defamatory or harassing, and/or insulting statements to the Company, its affiliates, employees, shareholders, and/or any of its Associates and/or other users or otherwise;
- Q. contain statements which advertise or promote any other entities and/or any services unrelated to the product;
- R. use the Company's websites and/or any Company's Services to do anything unlawful, misleading, malicious, or discriminatory;
- S. make references to and/or use visuals/logos of third parties including but not limited to regulatory bodies, authorities, and others without possessing the relevant permissions;
- T. create Fund names and/or fund descriptions which do not make sense or have actual/useful meaning and/or is misleading and/or insulting and/or contains racist or religious references and/or refers to illegal actions, and/or does not respect certain morality or ethical standards;
- U. make any references to bank account details;
- V. make unsubstantiated restrictions/giving instructions to investors on how, when, and how much to invest and/or withdraw, or similar.
- W. include any links in the Portfolio Management platform, such as social media links to profiles which he does not personally manage, unless this is justified in the Company's discretion.
- X. shall not state and/or imply and/or deceive and/or impersonate that the Fund is managed and/or represented by an individual and/or a legal entity other than the individual and/or the legal entity registered and approved by the Company.
- Y. breach any applicable guidelines and/or policies and/or code of ethics as published by the Company from time to time on the Company's Website.
- Z. Contain a description of the Fund which is not in accordance with the provisions of the Agreement and/or any other regulation of the Company and/or it contains illegal and/or unethical references and/or does not make sense and/or lacks consistency and/or provides misleading information;
- 2.6 The Company reserves the right at its absolute discretion, but in any case is under no obligations, to close any or all Open Position(s) within a Fund at any time. This right is reserved only for the benefit of the Company in order to prevent or stop activities that may bring any type of loss or damage in the Company.
- 2.7 In addition to paragraph 11 of Part A of the current Agreement each of the following constitutes an "Event of Default" for the Portfolio Manager:
- A. if the Portfolio Manager's Fund is carrying excessive risk for a long period of time;
- B. the provided Portfolio Manager's biography, photo, Fund description, and/or any other information provided as part of the Fund requirements, is not in accordance with the provisions





of the Agreement and/or any other regulation of the Company and/or it contains illegal and/or unethical references and/or does not make sense and/or lacks consistency and/or provides misleading information;

C. the Portfolio Manager has not been fully verified in accordance with paragraph 3.1 and 3.2 of Part A of this Agreement and/or does not meet any requirements as provided by the Company from time to time;

D. the Portfolio Manager has been inactive and/or has no trading activity connected to the Fund for more than seven (7) calendar days;

E. the Portfolio Manager has been terminated in accordance with paragraph 10 of Part A of this Agreement;

F. if the Portfolio Manager's description of the Fund does not match the actual trading activity in the same Fund.

G. If a substantial portion of the trades in a Portfolio Manager's Funds are identical or similar to the trades of another Fund, to the extent that it appears they are mimicking or replicating those trades;

H. the Portfolio Manager has carried out trading:

(a) which can be characterized as excessive and/or without legitimate intent, in order to profit from market movements;

(b) while relying on price latency and/or arbitrage opportunities;

(c) which can be considered in the Company's sole discretion as market abuse and/or market manipulation and/or fraudulent activity;

(d) during abnormal market/trading conditions.

I. the Portfolio Manager is not a holder of a license, registration and/or notification and/or of any other authorization required in his/her state of residency and/or in the residency states of PM Investors;

J. the Portfolio Manager fails to perform or breaches any obligation due to the Company and/or where any representation or warranty made by the Portfolio Manager is or becomes untrue;

K. if the Portfolio Manager's account does not have sufficient funds as per the minimum requirements of the specific Portfolio Management account type;

L. If the Portfolio Manager does not abide by or is in breach of any applicable Content Guidelines.

M. for any other reason or circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 2.8 below herein.

N. If the Portfolio Manager does not abide by or is in breach of paragraph 2.5 above herein.

O. For any other reason considered as relevant and appropriate by the Company in its sole discretion.

2.8 If an Event of Default occurs the Company reserves the right at its absolute discretion, but in any case is under no obligation, at any time with or without Written Notice, to take any of the following actions in addition to paragraph 11.2 Part A:

A. Terminate this Agreement with immediate effect;

B. Reject and/or block the availability of a proposed and/or existing Portfolio Manager.



- C. Freeze and/or suspend and/or terminate and/or close or block any and/or all Fund/s and/or PM Strategies managed by the Portfolio Manager and/or any open positions and/or deny access to Portfolio Management and/or refuse payment of Performance Fee;
- D. Change the status of the Fund/s and/ to the "close-only" mode by revoking Portfolio Manager ability to open new position(s);
- E. Request to make amendments on the description of the Funds;
- F. Take any other action(s) in relation to the Fund/s in order to rectify the Event of Default or minimize any type of loss or damage to the Company;
- G. Reject or refuse any request of the PM to create a new Fund(s).
- H. Adjust the Fund(s) balance to remove illicit profit;
- I. Any other action as deemed fit at the absolute discretion of the Company.

2.9 The Performance Fee may be determined by the Portfolio Manager for each Fund. The Performance Fee may be changed after the specific Fund is created. The modified Performance Fee will be applicable only to the new investments of the specific Fund. All existing PM Investments to the specific Fund will remain with the Performance Fee as set upon the PM Investment creation.

2.10 The Portfolio Manager Provider shall receive the Performance Fee for any positive returns of PM Investors in USD currency, which is calculated as indicated on the Company's Website and/or in any relevant mobile application/s. Performance Fee shall be calculated on the aggregated profits on each Fund and proportionally on the individual PM Investment/s made by the PM Investors. The Performance Fee is calculated and credited to the Portfolio Manager's Account at the end of the Billing Period. Below herein and in such a case a Personal Performance Fee shall be received by the Portfolio Manager which shall be calculated as per below:

Personal Performance Fee = Total Performance Fee amount from all Investments in a Fund – Shared Fee

2.11 In the event that a Fund has been terminated before the end of the Billing Period, the Performance Fee shall be calculated at the time of Fund termination and credited to the Portfolio Manager's account at the end of the Billing Period.

2.12 It is hereby understood and agreed by the Portfolio Manager that Clients remain Company's Clients at all times.

2.13 The Portfolio Manager represents and warrants that is duly authorized to enter into this Agreement and maintains any applicable license and/or certification and/or authorization during the Portfolio Management activities and/or the trading operations of Fund(s) and shall exercise proper skill and care, professional and technical expertise, diligence, morality and impartiality which are necessary, taking into account the complexity of trading.

2.14 The Company will not in any way be liable for any losses incurred in the Funds nor shall be liable for anything happening outside of the Company' s control.

2.15 The Portfolio Manager is not allowed to publish, reproduce, transmit, or otherwise reproduce information relating to the Funds and/or PM Strategies and/or the Portfolio Management to any third party without the Company's prior written consent.

2.16 The Portfolio Manager irrevocably and unconditionally agrees and hereby authorizes the Company to provide Clients with access and/or the option to invest in the Fund(s) upon



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

fulfillment of any applicable requirements set by the Company at its absolute discretion. Upon investing in a Fund, Portfolio Manager authorizes the Company and Company shall have the right to take all necessary actions deemed fit so that Client is allowed to invest and/or access the Fund(s).

2.17 The Portfolio Manager authorizes the Company to use any information related to the Portfolio Manager and/or the Fund(s) and/or PM Strategies in any way it chooses and make it public or communicate it as deemed appropriate, in any way and with any means in its absolute discretion.

2.18 The Portfolio Manager and PM Investor acknowledges and agrees that the Company may, from time to time change the leverage provided as further explained in Part E: Trading Terms, Section 3. Leverage.

2.19 The Portfolio Manager shall not create Funds with names, descriptions, content or images that are identical or substantially similar to those of existing strategies that could mislead the Investors.

### 3. PM Investor

3.1 Only individuals and/or legal entities who accepted by the Portfolio Manager Provider might be able to invest in a Fund and become PM Investors. In order to invest in a Fund, the PM Investor shall first become a Client of the Company as per the terms of this Agreement and meet any requirements imposed by the Company and/or accept and/or sign any other applicable documentation required by the Company from time to time. By joining and investing into a Fund with a PM Investment, the PM Investor agrees to the following:

A. To authorize the Portfolio Manager as its true and lawful Attorney and Agent with full power and authority to act as a Portfolio Manager on the PM Investment for Portfolio Management Product and instructs the Portfolio Manager to act on his/her behalf in connection to the PM Investment/s;

B. To authorize and instruct the Portfolio Manager to use Company's Trading Platform for trading using the PM Investment/s;

C. That investing in a Fund bears its own fees, charges and Performance Fee.

D. To authorize the Company to accept trading orders from the Portfolio Manager in relation to the PM Investment;

E. To authorize and instruct the Company to transfer the Performance Fee from the PM Investment to the Portfolio Manager's Account at the end of each Billing Period.

3.2 The PM Investor may start the PM Investment, deposit funds and/or withdraw any available funds to and from his/her Investment Wallet in accordance with the procedures and restrictions available from time to time on the Portfolio Management mobile applications and/or Website and/or any other website maintained by the Company for Portfolio Management and subject to the Agreement.

3.3 PM Investor can only use the Investment Wallet for the Portfolio Management service and is not allowed to execute any trading operations on the Investment Wallet on its own.

3.4 The PM Investor may deposit funds into the Investment Wallet via the payment systems/methods made available by the Company for the Portfolio Management platform from time to time.



+ 66863206840



support@uitfx.com



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.

3.5 In order to terminate the PM Investment, PM Investor should send a PM Investment termination request to the Portfolio Manager. In case the termination request is not accepted by the Portfolio Manager after thirty-six (36) hours, the PM Investment will be terminated automatically. The Client acknowledges and agrees that the PM Investment can't be terminated outside of normal trading hours and Portfolio Manager is authorized to perform trading operations on the Fund until termination occurs. Any PM Investment termination request which has been accepted by the Portfolio Manager or has expired outside of the normal trading hours will be executed after trading resumes. In order to terminate the PM Investment, PM Investor should send a PM Investment termination request which will be executed automatically. The Client acknowledges and agrees that the PM Investment can't be terminated outside of normal trading hours. Any PM Investment termination request which has been sent outside of the normal trading hours will be executed after trading resumes.

3.6 Upon termination of PM Investment as described in paragraph 3.5 above, funds available as a result of the PM Investment in relevant Fund(s), shall be credited to the Investment Wallet.

3.7 The Company reserves the right at its absolute discretion to close any or all Open Position(s) of a Fund at any time.

3.8 The PM Investor acknowledges and accepts that by making a PM Investment into a Fund of a specific Portfolio Manager he/she accepts the Performance Fee and Leverage as well as other conditions set for the Fund by the respective Portfolio Manager in accordance with each of the following constitutes

an "Event of Default" for the PM Investor:

A. the Fund in which PM Investor made a PM Investment is subject to an Event of Default as this defined in paragraph 2.7 above herein;

B. the PM Investor is misusing the Portfolio Management service in order to mimic or replicate trades conducted in a Fund into his personal trading account with the Company;

C. failure of the PM Investor to provide an amount due under the Agreement;

D. failure of the PM Investor to perform any obligation due to the Company;

E. any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 3.9 below.

3.9 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the actions described in paragraph 2.8 herein above, in addition to paragraph 11.2 of Part A.

3.10 The PM Investor acknowledges and accepts that a Fund can be terminated in case of an Event of Default either from Portfolio Manager/s side and in this case Orders in this Fund will be closed in the order decided by the Company.

3.11 The PM Investor may not be able to see the individual Orders made by the Portfolio Manager if the latter decides to do so.

3.12 The PM Investor is not allowed to publish, reproduce, transmit, or otherwise reproduce information relating to the Funds or PM Strategies and/or the Portfolio Management to any third party without the Company's prior written consent.

3.13 The PM Investor irrevocably and unconditionally acknowledges and agrees that any description provided by the Portfolio Manager in relation to the Fund, including the news feed and/or any other means has not been approved by the Company. The PM Investor



acknowledges, agrees, and undertakes to perform his own due diligence on the Portfolio Manager and the relevant Fund before investing with the relevant Fund.

3.16 The PM Investor acknowledges and agrees that the Company shall not be liable for any losses incurred in the Fund.

## **4. Portfolio Management Products**

4.1 The Company will provide Portfolio Manager two options for managing PM Investments – so called Portfolio Management Products. The Portfolio Manager should choose between "MAM" and "PAMM" when creating a Fund. The Company reserves the right not to provide one of those options to any Portfolio Manager on its own discretion and/or to impose specific requirements and/or criteria in order to use and/or when using any of the above Portfolio Management Products as these shall be communicated by the Company from time to time and/or as these can be found in the Portfolio Manager's Personal Area.

4.2 All PM Investments made to a Fund will be deducted from the Investment Wallet/s and allocated to the master trading account of the Portfolio Manager connected to that specific Fund and the total amount of money will be displayed as available for trading by the Portfolio Manager. Orders placed by the Portfolio Manager will be split proportionally to the PM Investors in accordance to the respective PM Investments being made. Only new Orders performed by the Portfolio Manager under the specific Fund will be allocated to each PM Investment.

4.3 The PM Investor and/or the Portfolio Manager acknowledge and agree that for Funds:

A. All Orders made by the Portfolio Manager will be allocated to the PM Investment subaccount in accordance with the ratio of investment equity to the Fund equity calculated at the moment of the Orders' opening. Allocation is executed as described on the Portfolio Management mobile application;

B. The Company reserves the right at any time with or without notice to close and/or pause and/or suspend and/or stop allocating any Portfolio Manager's account(s), and/or Fund and/or Order either of the PM Investor or Portfolio Manager.

C. The Company reserves the right not to proceed with any payments to Client in relation to any orders that have not been executed due to Technical Issues as these are defined in PART C paragraph 1.4 and 1.5 herein and the Client hereby waives any rights to such amounts.

## **5. Portfolio Management Acknowledgement of Risk and Consents**

5.1 The PM Investor and/or the Associate acknowledges that the Funds are created and managed by Portfolio Managers on their own, and the Company does not provide any guarantee as to the performance of any Fund. The PM Investor waives the right to request the Company to close any or all Open Position(s) within a Fund.

5.2 The Company accepts no responsibility for the activities of the Portfolio Managers and the performance of the Funds as well as no liability for any loss or damage related to investing in the Funds and PM Strategies. Statistics and indicators provided by the Company for each Fund have inherent limitations. Past performance is not indicative of future results. No representation is being made by the Company that the Funds will or are likely to achieve profits



or losses. PM Investors are advised to take the necessary precautions throughout the investing process.

5.3 It is the responsibility of the PM Investor to understand and acknowledge the risks before making PM Investments and that he/she may suffer losses due to lack of diversification and/or situations where the Fund is too heavily exposed in any type of financial risk such as without limitation credit risk, currency risk, concentration risk, geographical risk and that he/she may end up losing entire investment. It is understood that the Company does not pay or review the activities of Portfolio Managers neither confirm their experience, professionalism or guarantee the performance of the Fund(s).

5.4 The Company shall not be held liable for any omission, deliberate omission or fraud by a Portfolio Manager, unless to the extent where this would be the result of willful default or fraud on the part of the Company.

5.5 Any description and/or information in relation to a Fund is not considered as confidential and/or personal identifiable information. The Portfolio Manager is able to see the name and the country of the PM Investor and vice-versa the PM Investor has the ability to see the name and the country of the Portfolio Manager and any other information made available through the Fund.

5.6 The Company on its sole discretion and under no obligations is authorized to disclose Portfolio Manager's information to the PM Investor vice-versa.

5.7 The Company reserves the right at any time with or without notice to close and/or pause and/or suspend any Portfolio Manager's account(s), Fund, and Order.

5.8 Performance statistics represented in relation to the Portfolio Manager and/or Fund are historical and the Company does not guarantee any profit for the PM Investor. Past performance is not a reliable indicator of future results.

5.9 The Portfolio Manager and/ the PM Investor acknowledges and agrees that the Company may use and/or pass and/or process information in relation to the PM Investment in the Company's group of companies and/or external companies and/or consultants.

5.10 It is hereby acknowledged and agreed that the Portfolio Manager and/or the PM Investor could be clients of different Company's group of companies.

5.11 The Portfolio Manager , the PM Investor acknowledge and agree that are subject to limitations depending on their region.

5.12 The PM Investor acknowledges and agrees that the money invested belongs to the PM Investor and that it is prohibited to invest money from any other third party.

5.13 The PM Investor acknowledges that the Company does not make customized assessments of the PM Investors' profile, risk tolerance and/or investment objectives and that the PM Investor has no discretion over the Portfolio Manager's investment decisions.

5.14 The PM Investor acknowledges that neither the Portfolio Manager nor the Company provides a tailored investment plan or portfolio management that fits the PM Investors' objectives, needs and financial goals.

5.15 The PM Investor acknowledges and agrees that the Portfolio Manager shall not deposit funds and assets to the PM Investor's Trading Account(s), or redeem or withdraw funds or assets, or initiate transfers from or between PM Investor's Trading Account(s).



5.16 The PM Investor acknowledges and accepts that all the Fund(s) and their parameters and conditions are created and/or managed and/or set by the Portfolio Manager and that the Company solely allows the use of its Portfolio Management platform and/or applications, subject to any applicable rules as included in the Operational Agreements, thus no obligations arise against the Company with regards to any due diligence and/or review and/or assessment.

5.17 The PM Investor acknowledges and agrees that the Company shall have no responsibility or liability to the PM Investor in following the Portfolio Manager's instructions and that it is under no duty to supervise or otherwise know or review the trading practices, advice or any other acts carried out by the Portfolio Manager and the Company relies on the PM Investor monitoring the trading and transactions on the account(s) conducted by the Portfolio Manager.

5.18 The PM Investor acknowledges and agrees that the Portfolio Manager is not an employee, agent or representative of the Company, subject to the existence of any partnership or digital affiliate agreement and further that the Portfolio Manager does not have any power or authority to act on behalf of the Company or to bind the Company in any way.

5.19 The PM Investor acknowledges and accepts that, in providing an electronic or online trading system to the Portfolio Manager, the Company has the right but not the obligation to set limits, controls, parameters and/or other controls on the Portfolio Manager's ability to use such a system. The PM Investor accepts that if the Company chooses not to place any such limits or controls on the Portfolio Manager's trading, or if such limits or controls fail for any reason, the Company will not exercise oversight or control over instructions given by the Portfolio Manager Provider and the PM Investor accepts full responsibility and liability for the Portfolio Manager's actions in such circumstances.

5.20 The PM Investor ratifies and accepts full responsibility and liability for all instructions given to the Company by the Portfolio Manager (and for all transactions that may be entered into as a result).



+ 66863206840



[support@uitfx.com](mailto:support@uitfx.com)



99/238 Moo-5, Nongprue, Banglamung , Chonburi, Thailand.