

## CLIENT AGREEMENT

### 1. GENERAL CONDITIONS

Client agreement, Regulation and Notice of risk determine conditions and procedure of rendering of services on organizing conversion currency arbitrage operations. The terminology used in documents can be found in a separate application.

Agreement is made between Alains Markets Solution. Herein after referred to as Company, and an individual who opened an account in the Company, hereinafter referred to as Client.

The website is a public offer of Alains Markets Solutions. The website has the same force as Client Agreement. The Offer does not require signing and stamped by the Customer and maintaining full force and effect.

Access to and use of the website and the data, content, products and services made available on or via the website is subject to the following Agreement. By accessing the website and/or using any other part of the Service, client agrees to be bound by this Agreement. Company reserves the right, at its sole discretion, to change, suspend, or discontinue any part of the Service, including the Content, at any time without prior notice.

The place of Company's registration is accepted to be the place of signed Agreement.  
Opening hours: 24 hours a day from 00.00.01 Central European Time (CET) Monday till 23.00.00 CET Friday.

Holiday listed on Company website are the exception to 1.4

### 2. OPENING ACCOUNT

To open an account Client must fill in registration form on Company Website: <http://www.alainfx.com>.

2.2. Client accepts conditions of the Agreement, Regulation and Notice of risk.

### 3. CALCULATING PROCEDURE

US Dollar, Euro or Russian Rouble is the deposit currency; all adding and withdrawing operations are made in US Dollars, Euro or Russian Rouble.

Client has the right to control adding money to and withdrawing money from trade account.

Automatic adding is possible at any time.

Client is able to withdraw any amount of money from his account, but may not exceed the balance so that his account isn't closed because of margin lack (margin call).

Orders on adding and withdrawing money are accepted in working hours and their execution is realized in working hours of payment department (08:00 – 17:00 CET). Company promises to transfer money to specified requisites within two working days, if they are equal to the adding requisites. Special cases will be considered.

If there is doubt that a Client has fulfilled clauses 4.7 – 4.8, Company can extend time of order consideration up to 5 working days.

Client incurs all losses connected with adding and withdrawing money to/from account.

Company has a right not to convert money from one payment system in another one.

Client funds must be deposited or withdrawn from the client's personal credit card, debit card, bank account or payment system. Bank account, debit card, credit card or payment system names and identification that do not correspond with that of the client's verified documents or declared name, will be deemed as a third party. Deposit or withdrawal of funds to and from third parties' cards, payment systems or bank accounts is strictly prohibited.

If the Client violates clause 3.9 of the client's agreement, the company reserves the right to immediately close any of the client's open positions, withdraw any of client's funds to replenish the money transacted with the 3rd party, and lock the client's account (user) without prior notice or explanation.

#### **4. PRIVILEGES AND RESPONSIBILITIES**

Company keeps the right to change this agreement by sending a letter of notification five days before changes officially occur.

Company can increase spread and marginal requirements according to Regulation.

Company doesn't take responsibility for Client's activity or inactivity. Information offered by Company is introductory in its nature; it expresses the author's opinion and doesn't contain orders for any commercial actions.

Company is not responsible for dereliction of duties caused by failures in connection channels or Internet problems.

Client is responsible for the state of his trade account and security of his passwords.

Client has the authority to sign this agreement, make requirements, give orders and meet corresponding commitments.

Client confirms that all information given in registration form is true, precise and up-to-date.

Client has a legal source of money.

Actions carried out by Client according to the Agreement and Regulation do not break laws, regulations and other rules applied to Client or under Client's jurisdictions.

Company can nullify any order or close one or more positions at any time according to current price if Client violates 4.7 - 4.9 clauses of the Agreement.

Company can cancel orders handled with obvious dealer's mistake or fulfilled according to non-market quote

In the case of quotation mistakes Company can cancel orders made by Client.

Company can recognize operations on the trade server as nonmarket, if there are objective reasons.

Company can ask the Client for sending his identity document, also in electronic format.

Company can block an account used by Client not for its intended purpose (including conversion).

The Company at any time and exclusively is entitled to protect its legal interests and the normal run of the services rendered, regardless the activities and intentions of the Clients. Due to this the Company unilaterally shall execute all the necessary and reasonable actions against individual Clients, who act contrary to the interests of the Company, use the services of the Company without good faith, apply for the Services of the Company with the unfaithful intentions or carry out unfaithful activities while using the services provided. The protection of the interests of the Company might result as, including but not limiting to: (a) partial or full blocking the access to the respective trading accounts/ trader room/ trading servers/ certain account types; (b) unilateral termination of contractual relations with the Client with the immediate effect; (c) unilateral transition of the Client's account to a different trading server.

The Company is entitled unilaterally to terminate any trading activities of the Client at any time, if such activities negatively affect: (a) the infrastructure of the Company; (b) any IT solutions/ tools/ devices of the Company devoted for the provision of the services; (c) other clients of the Company decreasing the quality of the service they expect to obtain.

The Company at its sole discretion is entitled unilaterally to terminate the contractual relations with the Client, restricting fully or partially the Client's further use of the particular service, with the immediate effect and providing no notices of this to the Client, if the Company detects the objective and justified reasons for that. However, in this case the Company is not obliged to present such reasons to the Client.

The Company shall charge all Client's trading accounts with an inactivity fee of 10 USD / 10 EUR / 600 RUB, or equivalent in another currency depending on the chosen account currency of the Client, every month on remaining account balance, where a Client has not placed any trade, or does not have any current open trades, for a period exceeding 24 months, from the moment of the last trade on any of his trading accounts. The Client shall be charged on any remaining positive balance until the balance is equal to zero, or customer resumes activity on any of his accounts. The fee charged is nonrefundable. The Client has the right to request withdrawal of his funds using available means of fund withdrawal. The Client shall be notified one month in advance prior to application of the inactivity fee. Failure to notify the Client does not relieve the Client



from the inactivity fee. Any account subject to inactivity fee shall be considered dormant and access shall be restricted for



security purposes. To resume CLIENT AGREEMENT PAGE 4 OF 3 access, Clients are advised to contact Alain Fx via e-mail at [info@alainfx.com](mailto:info@alainfx.com) or via Live Chat. The Company may request the Client to produce identity evidencing documents

## **5. ADMINISTRATION OF CLAIMS AND DISPUTES**

Claims for lost profit are not considered.

Company doesn't repair moral damages.

All claims are sent to [info@alainfx.com](mailto:info@alainfx.com), not later than 1 day from daily Confirmation receipt.

Term of the claim consideration is not more than 15 working days. 5.5. If a disputable situation is not described in Client agreement, Regulation or Notice of risk, Company can solve this problem in accordance with its working practice