AlamiyaFX

# Client Agreement

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## 1. Introduction

1.1. AlamiyaFX Ltd. (hereinafter, "Company"), whose registered office is located at Suite 305, Griffith Corporate Centre, Kingstown, Saint Vincent and the Grenadines, registration number 24982 IBC 2018, renders under the terms of this public proposal (hereinafter, "Agreement") to any individual or legal entity (hereinafter, "Client") (except for stateless persons, individuals under 18 years of age, and citizens and legal entities of countries in which the AlamiyaFX service is not offered).

1.2. The following documents are an integral part of this Agreement:

1. Risk Disclosure
2. Terms of Business for MT5 Accounts
3. Regulations for Non-Trading Operations
4. Privacy Policy
5. Anti-Money Laundering (AML) and Counter-Terrorist Financing Policy
6. Any other applicable documents located on the Company's Website www.alamiyafx.com.

1.3. This Agreement and the documents listed above are collectively referred to as the "Regulations".

1.4. The Regulations should be carefully read by the Client, as they govern all the conditions of the Client's trading and non-trading operations. By accepting the terms of this Agreement the Client also accepts the terms of all the Regulations listed above.

1.5. The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company's receipt of an advance payment made by the Client in accordance with this Agreement.

1.6. As soon as the Company receives the Client's advance payment, every operation made by the Client in the trading platform shall be subject to the terms of the Regulations.

1.7. The Client and the Company enter into every operation in the trading platform as principals, and the Company does not act as an agent on the Client's behalf. The Client shall be directly and fully responsible for fulfilling all of his/her obligations regarding his/her operations on the trading platform. If the Client acts on behalf of someone else, regardless of whether that individual is identified, the Company shall not view that individual as a client and shall not bear any responsibility to him/her unless otherwise specifically agreed.

1.8. The terms used in this Agreement are defined in Clause 17.

## 2. Service

2.1. Subject to the Client fulfilling the obligations under this Agreement and the Regulations, the Company shall provide the Client with the ability to make operations prescribed by the capabilities of MetaTrader 5 (MT5) and the Regulations.

2.2. The Company shall execute all Client transactions on an execution-only basis, neither managing the account nor advising the Client. The Company is entitled to execute Client transactions even if the transaction is not beneficial for the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and the Regulations, to monitor or advise the Client on the status of any Client transaction, to make margin calls, or to close out any of the Client's open positions. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client's order using quotes more favorable than those offered through the trading platform.

2.3. The Client shall not be entitled to demand the Company to provide investment or trading advice or any information intended to encourage the Client to make any particular transaction.

2.4. In the event that the Company does provide advice, information or recommendations to the Client, the Company shall not be held responsible for the consequences or result received from using these recommendations or advice. The Client acknowledges that the Company shall not, in the absence of fraud, intentional failure to carry out its responsibilities or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, but not limited to, information regarding any Client transactions. Though the Company has the right to void or close any transaction in the specific circumstances set out in this Agreement or corresponding Regulations, any transaction the Client carries out following such an inaccuracy or mistake shall nonetheless remain valid and binding in all respects both on the side of the Company and of the Client.

2.5. The Company shall not effect physical delivery of currency in the settlement of any trading operation. Profit or loss in the deposit currency is deposited to/withdrawn from the Client's trading account immediately after a position is closed.

2.6. The Company, partners of the Company or other affiliated parties may have material interest, a legal relationship or arrangement concerning a specific transaction in the trading platform or interests, relationships, or arrangements that may be in conflict with the interests of the Client. By way of example, the Company may act as Principal concerning any instrument on the Company's own account by selling to or buying the instrument from the Client. The Client consents to and grants the Company authority to deal with or for the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in any transaction in the trading platform, without prior notification of the Client. The Company's employees are required to comply with a policy of impartiality and to disregard any material interests or conflicts of interest when advising the Client.

2.7. The Company may periodically act on a Client's behalf in relations with parties with whom the Company or another affiliated party has an agreement permitting the Company to receive goods or services. The Company ensures that such arrangements shall operate in the best interest of Clients, for example, arrangements granting access to information or other benefits/services which would not otherwise be available.

2.8. Should the Company provide Swap-free accounts upon the Client's request, the Client accepts the terms and conditions of the Agreement and agrees, amongst other things, not to be charged for swaps on any trading account. However, if the Company suspects any fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity related or connected to any/all of the transactions on one/several Client's account(s) with the Company, the Company reserves the right to decide, at its sole discretion, to close all open positions on the Client's trading account and recover costs (equivalent to the swap and/or any profit amount) for all transactions currently and/or previously made on the account, whilst declining any further requests from the Client to be exempted from any swap charges. Swap-free requests made apply to all of the Client's trading accounts. The Company reserves the right to discontinue the provision of the Swap-free accounts without any prior notice.

## 3. Client Requests and Instructions

3.1. The Company processes and executes Client requests and instructions in accordance with the Regulations.

3.2. The Company is entitled to decline a Client's request or instruction if any of the conditions set out in the Regulations have not been satisfied before the request or instruction is processed by the Company. However, the Company may, at its sole discretion, accept and execute the Client request or instruction, notwithstanding the lack of compliance with the Regulations. If the Company executes the Client request or instruction and subsequently becomes aware of a breach of the conditions of the Regulations, the Company may act in accordance with the Regulations.

## 4. Netting

4.1. For transactions between the Client and the Company, a conversion will take place using the current exchange rates in accordance with the Regulations.

4.2. If the accrued amount owed to the Company by the Client under the Regulations is equal to the accrued amount owed to the Client by the Company, the obligations of both sides will be cancelled out.

4.3. If the accrued amount owed by one party under the Regulations exceeds the accrued amount owed by the other party, then the party with the larger accrued amount shall pay the excess to the other party, following which all obligations to pay will be automatically satisfied and discharged.

4.4. The Client is obligated to pay any amount due, including all commissions, charges and other costs determined by the Company.

4.5. The Client may not transfer rights, vest responsibilities, or otherwise transfer or purport to assign rights or obligations under the Regulations without the Company's prior written consent. Any purported assignment or transfer in violation of this condition shall be considered void.

## 5. Payments

5.1. The Client may deposit funds to a Client account at any time.

5.2. Fund deposits to and withdrawals from the Client's account shall be governed by the Regulations for Non-Trading Operations.

5.3. If the Client is under the obligation to pay any amount to the Company which exceeds the Equity of the account, the Client shall pay the excess within 2 business days of the obligation arising.

5.4. The Client acknowledges and agrees that (without prejudice to any of the Company's other rights to close out the Client's open positions and exercise other default remedies against the Client in accordance with the Regulations) where a sum is due and payable to the Company in accordance with the Regulations and sufficient cleared funds have not yet been credited to the Client's account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to exercise its rights under the Regulations.

5.5. The Client shall hold full responsibility for the accuracy of payments executed. If the Company's bank details change, the Client shall bear full responsibility for any payments carried out to the outdated bank details from the moment the new details are published on the Website or in the client area.

5.6. Acceptance of payments by clients of the Company by means of international card payment systems and other payment providers can also be carried out by official partners of the Company, information about which is provided in the Regulations for Non-Trading Operations.

## 6. Client Funds and Interest

6.1. Client funds are held on Company accounts, including segregated accounts opened in the Company's name for holding Client funds separate from the Company's funds.

6.2. The Client acknowledges and agrees that the Company will not pay interest to the Client on funds located on Client accounts. The Company reserves the right to establish when and how much interest it will pay on Client funds.

## 7. Complaints and Disputes

7.1. The procedure for handling complaints and disputes is described in the Terms of Business for MT5 Accounts.

## 8. Communications

8.1. The rules for communication between the Client and the Company are set out in the Regulations.

8.2. The Client shall submit all trading instructions through the client terminal. For specific account types, the Client may issue instructions and requests by phone.

8.3. The Client shall submit requests to debit or credit funds only through the AlamiyaFX client area or AlamiyaFX Support and in accordance with the Regulations for Non-Trading Operations.

8.4. By accepting the terms of this Agreement, the Client also agrees to receive emails from the Company to the Client's personal email address, and SMS and WhatsApp messages to the mobile telephone number registered with AlamiyaFX.

## 9. Time of Essence

9.1. The time periods of fulfillment by the Client and the Company of their obligations shall be an essential condition of all Regulations.

## 10. Events of Default

10.1. Each of the following circumstances constitutes an event of default:

10.1.1. the Client's failure to pay any due amount under the corresponding Regulations;

10.1.2. the Client's failure to fulfill any obligation to the Company;

10.1.3. the initiation of proceedings by a third party for the Client's bankruptcy or for the company's liquidation (if the Client is a legal entity), or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a legal entity), or (for both legal entities and individuals) if the Client makes a contract or an arrangement with their creditors concerning the settlement of their debt or any other analogous procedure is initiated regarding the Client;

10.1.4. any representation or warranty made by the Client in Clause 11 hereof is or becomes false;

10.1.5. the Client's inability to pay debts when they fall due;

10.1.6. if the Client dies or becomes legally incompetent; and

10.1.7. any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in Clause 10.2 hereof.

10.2. In cases of events of default by the Client, the Company may, at its sole discretion, at any time and without prior written notice to the Client, take one or more of the following steps:

10.2.1. close out all or any of the Client's open positions at the current quote;

10.2.2. debit the Client's account for amounts owed to the Company;

10.2.3. close any or all of the Client's accounts held within the Company;

10.2.4. refuse to open new accounts under the Client's name.

## 11. Representations and Warranties

11.1. The Client shall represent and warrant that:

11.1.1. all information presented in this Agreement, the Regulations and the Client Registration Form is true, complete and accurate in all material respects;

11.1.2. the Client is duly authorized to enter into this Agreement, to issue instructions and requests and to fulfill his/her obligations in accordance with the Regulations;

11.1.3. the Client acts as principal;

11.1.4. the Client is the individual who submitted the Client Registration Form or, if the Client is a legal entity, the person who provided the Client Registration Form on the Client's behalf is duly authorized to do so;

11.1.5. all actions performed under the Regulations will not violate any law, ordinance, charter, by-law or rule applicable to the Client or in the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or that concerns any of the Client's assets;

11.1.6. any trading systems used by the Client are not targeted at exploiting any weakness in the Company's software.

11.2. If the Client breaches clause 11.1 of this Agreement, the Company has the right to void any position or close out any or all of the Client's positions at the current price at any time, at its sole discretion.

## 12. Governing Law and Jurisdiction

12.1. This Agreement is governed by the laws of Saint Vincent and the Grenadines.

12.2. With respect to any proceedings, the Client irrevocably:

12.2.1. agrees that the courts of Saint Vincent and the Grenadines shall have exclusive jurisdiction to settle any proceedings regarding this Agreement;

12.2.2. submits to the jurisdiction of the courts of Saint Vincent and the Grenadines;

12.2.3. waives any objection which the Client may have at any time to the laying of any proceedings brought in any such court;

12.2.4. agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.

12.3. The Client irrevocably waives to the fullest extent permitted by applicable laws of Saint Vincent and the Grenadines, with respect to the Client and the Client's revenues and assets (regardless of their use or intended use), all immunity (on the grounds of sovereignty or other similar grounds) from (a) suit, (b) jurisdiction of any courts, (c) relief by way of injunction, order for specific performance or for recovery of property, (d) attachment of assets (whether before or after judgment) and (e) execution or enforcement of any judgment to which the Client or the Client's revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction, and irrevocably agrees, to the extent permissible by the law of Saint Vincent and the Grenadines, not to claim any such immunity in any proceedings. The Client consents to satisfying all requirements and court orders in connection with such proceedings, particularly, but not limited to, those regarding any of the Client's assets.

12.4. Where this Agreement and the Regulations are issued in a language other than English, the English language version shall prevail in the event of any conflict.

## 13. Limitation of Liability

13.1. The Client will indemnify the Company for all liabilities, costs, claims, demands and expenses of any nature which the Company suffers or incurs as a direct or indirect result of any failure by the Client to fulfill any of the obligations under the Regulations.

13.2. The Company shall in no circumstances be liable to the Client for any consequential, direct or indirect losses, loss of profits, missed opportunities (due to subsequent market movement), costs, expenses or damages the Client may suffer in relation to this Agreement, unless otherwise agreed in the Regulations.

13.3. The Client does not have the right to give third parties access passwords to the trading platform or to the client area on the Website, and agrees to keep them secure and confidential. All actions related to the fulfillment of the Regulations and/or the usage of logins and passwords are considered executed by the Client. The Company does not bear responsibility for the unauthorized use of registration data by third parties.

13.4. The Client acknowledges and accepts that margin trading is highly speculative as specified in the Risk Disclosure on the Company's Website. The Client acknowledges and accepts that margin trading may bring significant risks, including, but not limited to, legal and financial risks to the extent of causing unlimited losses, without any guarantee of retaining the capital invested or generating any profits. The Client acknowledges and accepts that margin trading transactions are suitable only for individuals who are able to bear financial losses risking their initial deposits and who have the financial comfort to suffer substantial losses without an impact on their living standard.

## 14. Force Majeure

14.1. The Company may, having just cause, determine that a Force Majeure event (uncontrollable circumstances) exists, in which case the Company will, in due course, take reasonable steps to inform the Client. Force Majeure circumstances include without limitation:

14.1.1. any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, communication equipment or supplier failure, hardware or software failure, civil unrest, government sanction, blockage, embargo, lockouts) which, in the Company's reasonable opinion, prevents the Company from maintaining market stability in one or more of the instruments;

14.1.2. the suspension, liquidation or closure of any market or the imposition of limits or special or unusual terms on trading on any such market or on any such event.

14.2. If the Company determines with just cause that a Force Majeure event exists (without infringing any other rights under the Regulations), the Company may at any time and without giving prior written notification take any of the following steps:

14.2.1. increase margin requirements;

14.2.2. close any or all open Client positions at prices the Company reasonably considers fair;

14.2.3. suspend or modify the application of any or all terms of the Regulations to the extent that the Force Majeure event makes it impossible or impractical for the Company to comply with them;

14.2.4. take or not take action concerning the Company, the Client and other clients as the Company deems to be reasonably appropriate in the circumstances.

14.3. The Company does not bear responsibility for not fulfilling (or improperly fulfilling) its obligations when prevented from doing so by force majeure circumstances.

## 15. Miscellaneous

15.1. The Company has the right to suspend service to the Client at any time for any justified reason (notification of the Client is not required).

15.2. In the event that a situation arises that is not covered under the Regulations, the Company will resolve the matter on the basis of good faith and fairness and, when appropriate, by taking action consistent with market practice.

15.3. No single or partial exercise or failure or delay in exercising any right, power or privilege (under this Agreement or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of that or any other right, power or remedy arising under the Regulations or applicable law.

15.4. The Company may in whole or in part release the Client from liability stemming from the latter's violation of the conditions of the Regulations during the period of it being in force or, alternatively, may reach a compromise decision. In this case, all violations, regardless of how long ago they were committed and in connection with which the Company may file a grievance with the Client at any time, are taken into consideration. The above stated conditions do not prevent the Company from exercising its other rights in accordance with the Regulations.

15.5. The rights and remedies provided to the Company under the Regulations are cumulative and are not exclusive of any rights or remedies provided under the law of Saint Vincent and the Grenadines.

15.6. The Company may transfer its rights and obligations to a third party in whole or in part, subject to due notification to the Client and consent of the assignee to the terms hereof and of the applicable Regulations.

15.7. If any term of the Regulations (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason, then such term shall be deemed severable and not form part of this Agreement and the Regulations, but the remainder of the Regulations shall continue to be valid and enforceable.

## 16. Amendment and Termination

16.1. The Client acknowledges that the Company shall have the right to amend:

16.1.1. any part of this Agreement or the Regulations at any time, having provided to the Client the notice of such amendments;

16.1.2. the value of a spread, swap and dividend specified in the Contract Specifications without prior notification to the Client;

16.1.3. other trading conditions with written notification to the Client of a minimum of 1 (one) calendar day.

16.2. Amendments come into force from the date specified in the notice. In the event of force majeure circumstances on the markets, the Client recognizes the right of the Company to make amendments to the Regulations immediately, without prior notification.

16.3. The Client acknowledges that the Company may introduce new products and services without providing prior notification.

16.4. The Client may suspend or terminate this Agreement by giving the Company written notification.

16.5. The Company may suspend or terminate this Agreement immediately by giving the Client notification.

16.6. The Company retains the right to refuse to provide service to the Client without explanation.

16.7. Termination of this Agreement will not abrogate any obligations held by either the Client or the Company regarding any outstanding transaction or any legal rights or obligations which may already have arisen under this Agreement or the Regulations, particularly relating to any open positions and deposit/withdrawal operations made on the Client's account.

16.8. Upon termination of this Agreement, all amounts owed by the Client to the Company must be settled immediately, including, but not limited to:

16.8.1. all outstanding fees, charges and commissions;

16.8.2. any expenses incurred by terminating this Agreement;

16.8.3. any losses and expenses sustained by the Company in closing out any transactions or in connection with any other of the Company's obligations initiated or caused by the Client.

## 17. Terms and Interpretation

In this Agreement or any Regulations:

**"Advance Payment"** shall mean the deposit of funds by the Client to pay for future expenses.

**"Ask"** shall mean the higher price in a quote. The price the Client may buy at.

**"Balance"** shall mean the total financial result of all completed transactions and deposit/withdrawal operations on the trading account.

**"Base Currency"** shall mean the first currency in the currency pair, against which the Client buys or sells the quote currency.

**"Bid"** shall mean the lower price in a quote. The price the Client may sell at.

**"Business Day"** shall mean a working day from Monday till Friday.

**"Client Account"** shall mean any account opened by the Client at the Company, including the wallet, trading accounts, partner accounts, investor accounts and other account types.

**"Client Area"** shall mean the Client's personal area on the Website (my.alamiyafx.com), where the Client manages the profile, documents, accounts, deposits, withdrawals, transfers and support requests.

**"Client's Authorized Person"** shall mean: a) an individual over 18 years of age, citizen and/or tax resident of any country, except for those countries in which the Company does not offer the given service, authorized to perform or receive non-cash (bank and/or electronic) transfers on behalf of the Client, for the purpose of crediting funds to the Client's account or withdrawing funds from the Client's account; b) a legal body or entity of another business legal structure, organized under the existing laws of any country, except for those countries in which the Company does not offer the given service, authorized to perform or receive a non-cash (bank and/or electronic) transfer on behalf of the Client for the purpose of crediting funds to the Client's account or withdrawing funds from the Client's account.

**"Client's External Account"** shall mean the bank and/or electronic account (including a crypto-currency wallet) of the Client or the Client's Authorized Person.

**"Client Terminal"** shall mean the MetaTrader 5 program or third-party application which connects with the Server. It is used by the Client to obtain information on financial markets (the extent is determined by the Company) in real time, to perform technical analysis, make transactions, place/modify/delete orders, as well as to receive notices from the Company.

**"Client Transactions"** shall mean instructions and requests by the Client to the Company in relation to their trading and non-trading operations in trading platforms.

**"Company Account"** shall mean the bank and/or electronic account of the Company, and the Company account in the processing center.

**"Company News page"** shall mean the page on the Website where news is displayed.

**"Complete Transaction"** consists of two opposite transactions of the same size in different directions (open a position and close a position): buy in order to sell or sell in order to buy.

**"Contract Specification"** shall mean the principal trading terms (spread, lot size, minimum position volume, initial margin, margin for locked positions etc.) for each instrument displayed on the Website or in the trading platform.

**"Credit/Debit Card"** shall mean a thin plastic card that contains identification information, with the help of which the cardholder can pay for purchases and services, as well as withdraw cash from the account.

**"Credit/Debit Cardholder"** shall mean the person whose information the card contains (first name, last name, signature) and who is authorized to maintain the card account.

**"Currency Pair"** shall mean the object of a transaction, based on the change in value of one currency against another.

**"Electronic Payment System"** shall mean a payment system operating with electronic money.

**"Equity"** shall mean the current composition of the trading account. The formula to calculate Equity is: Balance + Floating Profit - Floating Loss.

**"Floating Profit/Loss"** shall mean non-fixed profit/loss on open positions at current market prices.

**"Force Majeure"** shall mean lack of conformity of the terms and conditions of the Company and the terms and conditions of the counterparty, the current market situation, the possibilities of software or hardware of the Company, or other situations which cannot be foreseen.

**"Free Margin"** shall mean funds on the trading account which may be used to open a position. The formula to calculate free margin is: Equity minus Necessary Margin.

**"Fund Deposit"** shall mean the deposit of funds transferred by the Client or the Client's Authorized Person and credited to the Company account for transfer to the Client's account.

**"Fund Deposit Notification"** shall mean a notification sent by AlamiyaFX to the Client to confirm that the funds were credited to the Client's account.

**"Hedged Margin"** shall mean the amount required by the Company to open and maintain locked positions. The details for each instrument are in the Contract Specifications.

**"Identification Information"** shall mean, for an individual, the passport/ID information specified in the Client Registration Form, and for a legal entity, the information from registration and founding documents specified while registering.

**"Inactive Trading Account"** shall mean a Client's trading account which has not had an open position, pending order, or non-trading operation in a 6 month period.

**"Indicative Quote"** shall mean information about the price of an instrument at which the Company is not obliged to execute instructions of the Client.

**"Initial Margin"** shall mean the margin required by the Company to open a position. The details for each instrument are in the Contract Specifications.

**"Instruction"** shall mean the Client's instruction to the Company to open/close a position, or place, remove or change the level of a pending order.

**"Instrument"** shall mean any currency pair, spot metal, contract for difference and other financial instruments offered by the Company.

**"Internal Fund Transfer Request"** shall mean an instruction given by the Client to transfer funds from the Client's account to another account of the Client opened within the Company.

**"Locked Positions"** shall mean long and short positions of the same size opened on a trading account for the same instrument.

**"Long Position"** shall mean a Buy position that appreciates in value if market prices increase. Regarding currency pairs: buying the base currency against the quote currency.

**"Lot"** shall mean the abstract notion of the number of securities or base currencies in the trading platform.

**"Lot Size"** shall mean the number of securities or base currency in one lot, as defined in the Contract Specifications.

**"Margin Trading"** shall mean trading using leverage, where the Client may make transactions of a certain size, while having significantly less funds on their trading account.

**"Necessary Margin"** shall mean the margin required by the Company to maintain open positions. The details for each instrument are in the Contract Specifications.

**"Non-Trading Operation"** shall mean an operation involving the deposit of funds, withdrawal from a Client's account, or transfers of funds between the wallet and trading accounts of the Client.

**"Open Position"** shall mean the result of the first part of a completed transaction. In this case the Client shall be obliged to: a) make a counter transaction of the same volume; b) maintain equity no lower than the

necessary margin level (this level may vary depending on the account type).

**"Order Level"** shall mean the price indicated in the order.

**"Pending Order"** shall mean the Client's instruction to the Company to open or close a position when the price reaches the order's level.

**"Processing Center"** shall mean a legal entity or its department that supports the informational and technological interaction between payment participants.

**"Quote"** shall mean the information on the current rate for a specific instrument, shown in the form of the Bid and Ask price.

**"Quote Currency"** shall mean the second currency in the currency pair which can be bought or sold by the Client for the base currency.

**"Quote Request"** shall mean the Client's order to the Company to obtain a quote. Such a request shall not constitute an obligation to make a transaction.

**"Rate"** shall mean the value of the base currency in terms of the quote currency.

**"Screenshot"** shall mean a digital image taken by the Client or the Client's Authorized Person using the operating system or software in order to communicate what is displayed on the computer screen.

**"Security"** shall mean any share, option, commodity, precious metal, interest rate, bond or stock index.

**"Server"** shall mean all programs and technology used to make and carry out the Client's instructions, as well as presenting trading information in real time, with consideration of the mutual obligations of the Client and the Company in correspondence with the relevant Regulations.

**"Short Position"** shall mean a Sell position that appreciates in value if market prices fall. Regarding currency pairs: selling the base currency against the quote currency.

**"Spike"** shall mean an error quote with each of the following characteristics: a) a significant price gap; b) a price rebound in a short time period within a price gap; c) absence of rapid price movement before its appearance; d) absence of important macroeconomic indicators and/or corporate news of significant effect before its appearance. The Company has the right to delete information about a spike from the quote database.

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

**"Storage"** (also, **"Swap"**) shall mean the charge for a position's rollover overnight.

**"Trading Account"** shall mean the unique personified register of all completed transactions, open positions, orders and non-trading operations in the trading platform.

**"Trading Platform"** shall mean all programs and technology that present quotes in real time, allow placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company. For the purposes of simplification for this Agreement, a trading platform consists of a server and client terminal.

**"Transaction Day"** shall mean a working day, the hours of operation of which are specified on the Company's Website.

**"Transaction Size"** shall mean the lot size multiplied by the number of lots.

**"Wallet"** shall mean the Client's account in the Client Area that holds funds outside the trading platform and from which funds can be transferred to trading accounts or withdrawn.

**"Website"** shall mean the Company's website at https://www.alamiyafx.com/ and the Client Area at https://my.alamiyafx.com/.

**"Withdrawal"** shall mean the withdrawal of funds from the Client's account and their remittance to the Client's External Account or the account of the Client's Authorized Person, as indicated by the Client in the Withdrawal Request.

**"Withdrawal Request"** shall mean an instruction sent by the Client to withdraw funds from the Client's account and transfer them to the Client's External Account or the account of the Client's Authorized Person, as specified in the instruction.

**"Written Notification"** shall mean an electronic document (including emails, internal mail on the client terminal, notifications in the Client Area etc.) or an announcement on the "Company News" page on the Website. A written notice is considered to be received by the Client: a) an hour after it has been sent to the Client's email address; b) an hour after the news has been published on the "Company News" page on the Website.

**AlamiyaFX Ltd.**