#### **Description of the agreement**

In this agreement, the main and general rules and regulations of the client's use of the company's services (first part) in the field of execution of client orders (second part) for commercial operations (hereinafter, the transaction), in the international arena. Currency market or markets the other will be provided by the company and will allow transactions, will be carried out and the second will use the economic, financial and investment advice of the first

## **Financial Tools**

Participate in MT4, MT5, etc. It will be able to provide the necessary infrastructure for commerce. All transactions in all financial instruments provided by the company must comply with the rules and regulations of the company and the LPs and international partners with whom the company cooperates. In this sense, the other party (client) is committed and obliged to comply with all the Standards. the rules, and otherwise any loss to the company, the first party will be able to calculate and withdraw the amount of the loss from the customer's account (second party). In order to create the necessary infrastructure for the record, the transactions carried out by the other party, the entry and exit of the transaction, the conditional transactions and the reverse transactions, the result of the transactions that have been lost or lost, and all The transactions of the transaction and its results (Your profit or loss) will be made in a specific account or account in the name of the client (second part), which will be referred to as a trading account from now on. To register a client, all agreements and documents required by the company must be prepared, sent and signed and approved by the client, and any confirmation from the client (check the acceptance of the conditions on the website, the sending of an email from the customer or any confirmation in the chat) Online or inbox (platform) is a confirmation from the customer. Only communication channels and orders issued by the customer in order to protect the customer's personal secrets should only be prepared and announced through these communication channels. The acceptance of the terms and the approval of the previous agreement by the client will be considered to accept all the documents presented and the agreements of the company, including (commercial regulations - money laundering rules - all risks - contract specifications, types accounts, various departments of the company (Pam, Mem, Lem, Copy Trade, IB, CIVIL, etc.) and all the laws and regulations that will be explained and implemented by the company later. The company is considered empowered to modify the laws or articles of the agreements when it deems it appropriate, and the other party will be obliged to comply with and follow them, and only the burden of modifying contracts and agreements and clauses will be considered as reading. de You will be on the client's side and accept the client and will not be allowed to make any objection or claim. The only duty of the company will be to upload new documents, notices and contracts on the company's website or its reporting dashboard. Uploading simultaneously on the site or dashboard for the customer means submission and acceptance of all new or amended rules of the contracts.

## Conclude an agreement

The Parties agree that any of the following acts constitutes the conclusion of this Agreement: 1. Signing of a hard copy of the agreement 2. Accept the agreement by completing the registration form on the company's website or by opening a business account or by performing various registration steps on the company's website or in various departments of the company's official website at: <u>WWW.NYXBROKER.COM</u> - <u>WWW.NYXMARKET.COM</u> Obligations, declarations and guarantees of the client

## Upon concluding this agreement, the client declares and undertakes that:

## A) For real customers

1. The client is in mental health and has reached the age of majority and has no legal or judicial restrictions and has full legal responsibility and accepts all consequences.

2. The implementation of the provisions of this agreement will not violate in any way the legal and current laws of the third party client and any other obligation towards third parties.

3. The ratification and signing of this Agreement will not violate any other obligations or your internal or external contracts.

4. The implementation of the provisions of the agreement does not in any way violate the orders of any competent court that is binding on the client and is binding.

5. The approval and signing of the agreement or contract is subject to the laws of the country of the first party, and if the second party is not allowed to sign and approve the previous agreement, the second party is at fault and must pay all losses. in any currency or brand to the first party Pay at the discretion of the first party.

6. After concluding the contract, the client cannot object based on cases such as not knowing or not understanding the terms of the contract (due to language proficiency or lack of legal information and other cases).

# B) For legal clients (company - organization)

1. The client is officially registered and established as a legal entity in accordance with the laws of his country.

2. The customer is not registered in the following countries and will not be a legal citizen of the following countries: Turkey, UEA , USA

3. The ratification and signing of this Agreement will not violate any other obligations or your internal or external contracts.

4. The implementation of the provisions of the agreement does not in any way violate the orders of any competent court that is binding on the client and is binding.

5. The signatory of the previous agreement has the authority to approve and sign the previous agreement on behalf of the other party or has appropriate legal power to execute and approve the previous agreement.

6. The approval and signing of the agreement is subject to the laws of the country of the first party, and if the second party is unable to sign and approve the previous agreement, the second party is at fault and must bear all losses in any currency or mark the first part. Recognize the first party, pay.

# C) Guarantees and general obligations of all clients

1. The client has read and read the provisions of this agreement and the terms of all documents and contracts provided on the company's official website at

<u>WWW.NYXBROKER.COM</u> or as a communication document mentioned in this agreement and Kamel is approved and accepted. for them and have no claims.

2. All information provided by the client, including personal information, etc., that is provided in the registration process or during the reception of services at any time, is completely

correct and complete, and in the case of providing information false, incorrect or Incomplete Client is guarantor of all relevant risks (financial, legal and judicial, etc.) at any time, even if he has closed his account and does not work, he will be guarantor for any reason and without any kind of discharge or rejection. It is the customer's responsibility.

3. The Company will not provide or provide any formal or informal guarantees regarding the loss and profit of transactions in any of the trading instruments, and the Client acknowledges that the reason for concluding this Agreement is with the intention or certainty of such acquisition. there have been no guarantees in the future.

4. All the guarantees provided by the client will be valid from the moment the contract is signed without a time limit, and whenever it is determined that any of the guarantees or agreed clauses are not valid or valid, the first (company) has the right At your discretion, you unilaterally terminate the agreement and deduct all potential brand or financial costs and losses and reimburse them to the other party, if applicable. "The determination of the amount of damage and the type of compensation is by the first party and will be approved by the second party."

5. The company is considered empowered to request the client at its discretion to request the validity of any of the guarantees, endorsements and identity documents previously or new provided to the client or to confirm the authenticity and the client undertakes to provide and prove the information accuracy. And if the client cannot provide new documents or documents or proof of previous information or does not do so in time, the first party (company) is considered authorized to unilaterally terminate the contract and all possible costs. deduct financial or brand losses and, if money remains, return it to the other party.

# Rights and duties of the parts Obligations of the first party

1. You have the obligation and commitment to provide the best and most up-to-date trading tools for the client to trade in the Forex market. It should be noted that these tools may be selected and presented according to the conditions and considerations in some areas and depending on the specific geography of the client, or they may not be provided due to the lack of necessary infrastructure at the location of the other party.

2. At the request of the client, after confirmation of the client's identity by the company, provide any information on the status of the account or commercial accounts, if there are technical facilities to transfer the information required to the client at that time.

3. Payment of the entire capital of the client's personal account if it is not blocked immediately after receiving the client's request in accordance with the private rules of the company's financial unit (after full liquidation with the company).

4. Open all types of accounts or accounts required for the client, if possible and in accordance with the rules for opening an account for the client.

5. Closing by transferring the client's personal account at his request and at the company's discretion.

6. Continuous advice to the client in order to obtain benefits or new facilities provided to the client to obtain more benefits (the company has no obligation to obtain benefits or acquire potential losses for the client).

7. Keep all the secrets and personal information of each client with the company and do not leak them (unless the company recognizes it)

8. Change passwords for customer personal accounts at your request, if possible.

9. Connect the client's personal account at their own request and transfer that account to special accounts or change different types of accounts or transfer the deposit balance or a

certain amount from the personal account at the request of the other party to any of the accounts or accounts of the department PAMM, MAMM, LAMM, CIVIL, COPY TRADE, etc. (all departments or different projects of the company).

## Obligations of the other party

1. Contact the company in accordance with one of the forms of communication and place the necessary authorized orders by phone after the company approves the completion of transactions and any changes or requests related to your account.

2. By providing the complete information necessary to open a trading account, before trading, and deposit and withdrawal operations, the client is obliged to immediately inform the company in case of any change in identity information, etc. Otherwise, the other party will be responsible for the possible risks (economic, legal, judicial, etc.).

3. Unconditional observance of all the provisions of the contract and of the documents and regulations of the company from the moment of signing the previous contract without time limit and total observance without any right of objection by the subsequent amendment laws or after the firm.

4. In no way should the client use his personal account or the possible accounts in his possession for profit, illegitimate or illegal purposes. Otherwise, all possible risks (financial, legal or judicial, etc.) will be borne by the client and at any time for the company or international partners of the company, this is accredited or an order is issued by the authorities. competent, the company. Immediately the accounts will seize the person and take action to obtain damages.

5. Inform the company when the deposit (money) has been deposited in any way and obtain the approval of the company.

## **Company rights**

1. Request full identity information and a document to determine the authenticity of each customer to open an account or fulfill all customer orders by the company if the identity is confirmed and the orders can be executed.

2. Rejection of customer orders by the company for any change in the customer's personal account, if the company does not provide or complete the required information.

3. Accurate and complete implementation of all regulations and customer orders and implementation of all internal and general company regulations.

4. In case of improper performance of functions by the client in accordance with this agreement and continuous violation of the provisions of the documents, the company has the right to unilaterally terminate the agreement and deduct possible losses. (This right is at the discretion of the company, at any time after the signing of the agreement to any extent, even if the customer has closed their account or done anything else)

5. If paragraph 4 above is implemented, the company will block the customer's access to his personal account and close the account.

6. By recording all telephone conversations or messages that are available through any means of communication, fax, face-to-face meetings and other means of communication, the company is authorized to use them in case of any dispute related to the implementation of the provisions of this contract and may be used as proof of the Offer.

7. The use of other civil, judicial and customary rights of the country of the first and second parts.

8. The acceptance of all documents and public and private terms of the first party (company) by the second party is an integral part of this agreement without being directly attached to them

## Methods and conditions of transactions .

1. Before executing the transactions, the client must deposit the desired amount to the accounts entered through the specified solutions of the company, in order to charge the client's personal account. (This will have a minimum amount to be determined by the company).

2. The minimum deposit amount announced by the company can be changed at any time and is at the discretion of the company and the client must be subject to the above principle and will not have the right to make any claim.

3. Once the identity of the customer has been confirmed, the technical unit (or any other defined communication interface) will send the customer account information or the transaction account (username and password) and the customer will be responsible for maintaining and maintaining the information. And the future financial or informative consequences in case of disclosure of information will be the responsibility of the client and the company will be obliged to provide services to the client who has entered the transaction account with this username and password.

4. The issuance of all orders related to transactions will be solely through the MetaTrader platform (or any platform provided by the company) and the issuance of all deposit or withdrawal orders or any other request other than transactions, must be defined through communication channels. To be carried out by the company.

5. The client will have the right to use the platform and information provided by the company only in the periods in which the company has allowed it, and will not have the right to carry out transactions contrary to the principles defined by the technical unit of the company or LP., and at any time these objections are registered with the company OR LP, the client will be deprived of access immediately and all losses (financial or brand) will be received from the client at the discretion of the company.

6. In case of discovering the wrong price feed due to a technical defect of the system by LP or Bridge or the MetaTrader platform, the company has the right, without obtaining permission, to carry out any transaction with the client that has been made due to this price feed. or has generated profit or loss. Cancel and restore the customer's account to its previous state.

7. The client is informed and without restrictions or objections, is aware of the recording of audio, video or correspondence or conversations by the company, even if it is not announced at the time and the company can use this information at any time . to exercise your rights anywhere and at any time.

8. By approving this agreement, both parties agreed that all recorded conversations and correspondence and any reports on the performance of the customer's personal account and emails, etc. they can be used by the parties as evidence and will be fully reasoned.

9. The company is not obliged to take charge of transactions and situations at the time of the customer's account and the fulfillment of his obligations in this contract.

10. If the principal balance in the client's personal account is less than or equal to the minimum defined by the company or the specified margin margin is less than the number established by the company, the company has the right to unilaterally withdraw the client's account o Close one or more open positions as you see fit.

11. Client positions can be closed or opened on the MetaTrader platform (or any platform provided by the company) in numbers higher or lower than the specified levels and the client will not have the right to object in this regard.

12. The client has the right to deposit funds in the accounts entered by the company at any time and in any way that has been announced, having to inform the company after the deposit.

13. The transferred funds will be debited from the client's business account after the announcement by the client and after confirmation of the authenticity of the deposit and after administrative and financial criteria.

14. All costs of depositing funds by the client and all costs of transferring funds from the client's account to the client's accounts (in case of withdrawal) will be borne by the client and the costs of announcing withdrawals or transfers by part of the company that can be Changes are accepted at any time You are a customer.

15. The deposit of funds in commercial accounts must be made according to the currencies desired by the company. In case of discrepancy between the currency sent and the currency declared by the company, the transferred amount will be automatically converted according to the conversion rate of the company and will be converted to the currency of the trading account and deposited in the customer's account.

16. The company has the right to change the accounts entered at any time or delete or increase the previous services or not work with some banks and the client must be subordinate and will not have the right to object.

17. All customer deposits in any account and any type of currency and even digital currencies and electronic exchanges are used to settle the customer's previous debts with the company and the customer acknowledges and is aware of this problem.

18. Settlement with the customer can be done at the request of either party and the company has the right to unilaterally settle the account with the customer and from that moment cancel any customer service.

19. If the client obtains profit or loss from the negotiation, the client's secondary capital is: profit or loss after deducting the previous losses and adding the previous gains in addition to the initial amount charged by the client himself and no other amount. It cannot be requested by the client.

20. Any bonuses or credits or any additional charges on the proceeds of transactions in the client's personal account and the client's initial deposit by the deposit company in the client's business account, for whatever reason, the company has the authority and the client has the right to claim. He deprives himself of these funds and has no right to object. And whenever the company sees fit, it can withdraw these funds from the client's account without obtaining the client's permission.

21. If the client leads to a loss on his transactions, the amount of the client's balance is the initial amount of the client's deposit minus the loss resulting from the transactions in the client's account minus the possible deposit funds of the company in the customer account.
22. The opening and deposit in the client's account must be made by the client himself from the client's own accounts, and any withdrawal and deposit in the client's accounts must be in the client's name, and otherwise, if later and the company notifies it. or a third-party Object that the company has the right to withdraw said amount from the customer's account or not deposit the amount in the customer's account.

23. The company has the right to consider sufficient the documents provided by the client or to request the completion of the documents for any reason, and the execution of the orders will be subject to the final completion and approval of the company.

24. In case of not filling in the information and documents requested by the client, the company has the right to unilaterally obtain the client's access to his account and will be allowed to immediately settle unilaterally with the client.

25. The company eliminates any responsibility (financial, etc.) in case of non-deposit of money by the bank in the client's account due to the sending of money through the company's accounts, and the client acknowledges and accepts this matter.

26. If the amount of the company's debt to the customer is equal to the amount of the customer's debt to the company, the debt will be mutually settled without any transfer of funds and will be settled between them. Otherwise, the party with a higher debt amount will be obliged to settle its debt balance after clearing, and after settlement of the accounts, the parties will be released from mutual financial obligations. (This debt settlement should not take more than ten days after the calculation and notification through the communication channels).

27. The parties agree that under the above agreement, the US dollar will be the primary currency for transactions, deposit calculations (or conversion of US dollars at company rates) and withdrawals.

28. The customer can deposit in all digital currencies and Fiat specified by the company, and only the account charge will be calculated and deposited at the discretion of the company and at the exchange rate specified by the company.

29. If a customer has multiple accounts or accounts and each of the accounts or accounts is incurred to the detriment of the company, the company has the right to unilaterally use another account or account or other financial resources of the customer with the company. And harvest.

30. If the company invents other authentication methods, the client will be obliged and obliged to comply with the new authentication rules and the client will be deprived of the right to object or claim and must act in accordance with the new rules.

31. The Company will not charge the Client any fees or charges for providing services and access to the MetaTrader platform (or any platform provided by the Company),

notwithstanding that the Company may, at its discretion, reimburse its costs at any time. and consider any amount of salary or work fees, it will be automatically deducted from the client's transaction account, which is already accepted by the client (of course, if the company takes this measure).

32. The client acknowledges and accepts that the duties, commissions, exchanges and taxes, etc. and any other deficits in relation to the customer's transactions will be immediately deducted from the customer's account and these deductions will be considered an integral part of the amount paid. to the company and benefits. (The deduction of all the mentioned concepts can be deducted immediately or in different periods of time or different divisions).

33. For any reason and at any time, NYX Broker Company or the LPs used prove that the trader has used unconventional methods to gain profit, this right (rule) is created for NYX Broker Company to recover all the principal or profit realized by the customer. Deduct losses incurred to the account or brand of NYX Broker company.

34. In line with transactions, whenever special rules are created and established for the use of one or more users in NYX Broker Company, the customer will be obliged to comply with all new rules and regulations. Otherwise, NYX Broker Company will have the right to deduct and demand all the benefits resulting from non-compliance with the new rules from the customer's accounts.

35. It is clear that customers' trading accounts will be used for real transactions without violations, both in terms of the style and time of transactions and in terms of transfers (deposits and withdrawals), from this point of view, for every 100,000 US dollars deposited into each account Transactions If after the transactions, the balance of the account in question loses up to 75% of the total balance, the customer (user) will be able to withdraw all or part of the balance without any restrictions, but if the transactions result in a profit (benefit) in the account, the minimum volume of transactions per 100 thousand US is (800 LOT) will be the standard trading lot.

It should be noted that under no circumstances will the client be allowed to use the account to transfer money without a transaction and trade, in case of a withdrawal request from the client, the broker will be obliged to withdraw the relevant commission (maximum 15% of the total deposit).

# Connections

- 1. Internal mail services of the control panel dedicated to the client
- 2. Email services (email)
- 3. Postal shipments with and without receipt
- 4. Post announcements and procedures on the company's website and change the contract texts on WWW.NYXBROKER.COM
- 5. Online chat on the website and all social networks of which the company is a member.
- 6. Send personal messages via SMS and any social network.

7.Publication of the announcement in the official application of NYXBROKER company at the address NYXBROKER

It is worth mentioning that the official website of the company for the exchange of communications is WWW.NYXBROKER.COM and messages and emails are INFO@NYXBROKER.COM.

# Conditions to recognize high communication channels.

- 1. One hour after sending the email
- 2. One hour after submitting the internal post on the customer's personal dashboard.
- 3. Immediately after the end of the phone conversation
- 4. Immediately after chatting online or sending SMS (SMS)
- 5. 10 days after sending the postal item (in case of non-receipt of the postal item)
- 6. One hour after posting on the company's official website at WWW.NYXBROKER.COM
- 7. One hour after publication in the official application of NYXBROKER company

## Violations of the Agreement

All items listed below will be considered a violation of the agreement if implemented.

1. Breach of any of the client's obligations under this agreement

2. The action of a third party regarding bankruptcy or the filing of a criminal and legal claim against the client, appointing a judge, enforcement officer or person responsible for liquidating the client's assets that leads to the lack of agreements between the client and creditors or any similar. action with respect to the client is applied and causes the second party to fail to fulfill his obligations and then the agreement will be unilaterally canceled by the first party.

3. Declarations or guarantees or any deposit that is not documented and is not truthful and even valid guarantees that are not valid during the execution of this contract.

4. Inability of the client (second part) to pay his debt on time.

5. Declaration of bankruptcy of the second party

6. Any other case that raises a reasonable and reasonable suspicion on the part of the first party (company) about the existence or occurrence of the risk of breach of the client's obligations under the contract.

7. Frequent violation of the terms and conditions of this agreement by the customer (second part)

In the event of default by the other party, the company (the first party) may, at its discretion, whenever necessary, without prior notice, take any of the following actions or in combination:

A) Deduct from the commercial account of the second (client) the amount that belongs to the company (first party) according to the agreement.

B) Obligatory blocking without right of opposition of all or any of the transactions opened by the client (second part) at the current market price and if the transactions are closed, deduction of the loss caused to the company (first part)

C) Obtain customer access (second party) to your transaction account without the customer's right of objection (second party) as long as the company (first party) deems it appropriate.

D) Refusal to open a new business account for the client (second part) or affiliates or intermediaries of the client (second part) that acknowledges the affiliation or intermediary with the company (first part) without the permission and objection of the client (second part). party) Be.

# **Responsibility of the parties**

1. The customer is directly responsible for issuing transaction orders and the accuracy of the information in their content.

2. The client is personally responsible for the veracity of the information sent and registered to the company.

3. The client personally has all the undesirable consequences or the possible misuse of the personal account or accounts of the client and the lack of confidentiality of the information necessary to access the personal cabinet, account or personal accounts of the client and all kinds of codes and passwords.

4. Responsibility for any loss, damage and expense and non-receipt of profits or lost business opportunities is the sole responsibility of the client (unless the objection is from the broker or LP) and, in this case, if the objection is from the broker. or LP which is up to the company to determine, the company will pay the loss.

5. The parties agree that psychological damage will not be compensated. However, the company has the right to use legal and brand protection solutions, if necessary, to defend its reputation at any time without the permission and objection of the client.

# Special conditions of responsibility of the company and the client

1. The client is obliged to guarantee the company to avoid any liability, costs, losses and objections that, directly or indirectly, arise from the inability of the client to fulfill its obligations to the company (first part).

2. The Company will not be liable for any loss, damage or non-receipt of lost profits and business opportunities due to possible severe market fluctuations.

3. The customer can provide the information and passwords given by the company to other people, but any possible harm to the customer or the disclosure of the customer's personal information and passwords does not impose any obligation on the company. The data entered or modified by the client in the client's account or accounts is completely correct and the company disclaims any responsibility for the unauthorized use of the client's registration information or passwords provided by a third party.

4. The company will not accept any liability, damage, cost or loss to the customer that is caused by the customer's negligence.

## Force majeure (unexpected)

1. In case of non-compliance or inadequate and incomplete fulfillment of the agreements due to the occurrence of unexpected events, the parties will not be responsible.

Strike, public disturbances, terrorist acts, war, natural disasters, accidents, fires, floods, storms, power outages or malfunction of electronic communications and software and the Internet, riots, social disturbances, which on behalf of the company The logical form causes a void in the systemic and operational performance of the company, the company (the first) declares it as force majeure, but the case of force majeure is not limited to these cases.
 The suspension, dissolution or temporary or permanent closure of any of the markets or partner companies of the first (company) or legal problem to provide services in the respective country is considered force majeure.

4. Laws and regulations of authorities, agencies, institutions and courts that prohibit and restrict the competent country of the company as well as international organizations that cause the non-provision of the company's services and may in any way cause and prevent proper implementation of the Obligations of this contract, they are considered force majeure.

# In the event of any of the above force majeure cases, the company has the right to take the following actions at any time at its sole discretion without prior notice and customer satisfaction:

A) Increase or decrease the amount of the initial deposit

B) Close one or all or part of the client's transactions at a reasonable and reasonably appropriate price for the company.

C) actions related to the suspension, modification or deletion of one or all or part of the contract in the time that are not carried out due to force majeure.

D) Take or refuse to take any action in relation to the company or the client that the company does not consider appropriate in the current circumstances, based on reasonable grounds

## Risks

1. The client knows and accepts full knowledge about the degree of risk of the transactions and the existence of high risk in the transactions and the possibility of compromising the total capital of the client.

2. The client acknowledges that he knows the order and the risks and all the methods before carrying out the operation and making transactions, and accept the possible consequences of not being familiar with all cases.

3. The client acknowledges that there are many changes and various factors in price changes in the market and can impose fundamental risks on the client's capital and accept the possible consequences. The client accepts and accepts that in such cases, the company at its discretion and to protect the rights of the client and the company may take any reasonable action and does not accept any harm to the client.

4. The client has fully evaluated all his possibilities before making transactions and at the same time with the conclusion of the contract in terms of financial situation and even at the time of execution and before that, and the possible consequences are the responsibility of the client.

5. The Client acknowledges and acknowledges that risks may arise from mispricing or electronic performance and software malfunctions, and the Client acknowledges and acknowledges that the Company is not a designer of related software and hardware and is merely a Service provider. communication and occurrence of risks due to technical defects, transactions outside the scope of control and responsibility of the company.

6. The client acknowledges that the possibility of risk is possible and in the use of telephone communications to issue orders to execute transactions due to the lack of access to the company's telephones due to the occupation of communication lines and the like and any technical or not There are no technical problems directly related to the company and the company is not responsible for the existence of these objections.

7. The client agrees that the company can do the following to unilaterally reduce the client's risk in transactions:

- Increase the consumption margin of the instrument
- Change leverage
- Temporary permission to enter the position
- Restrictions on the total open portions
- confidentiality
- Related changes to leverage
- Creating restrictions on hedging or not
- Changes related to swaps, commissions and spreads
- Changes related to deposit or withdrawal commissions from Nyxbroker's trading account or wallet

- Creating or removing one or more new or old communication channels for depositing or withdrawing money from or to the customer

## Confidentiality

1. The company will not disclose information about its customers and is obliged not to disclose it to anyone except its employees, agents and partners to the extent necessary to establish business relationships between the company and the customer (such as banking and credit relationships).

2. The company has the unconditional right and without the permission of the client to disclose the information of the clients and their transactions with the supervisory and judicial authorities of the country of the company or at the discretion of the company.

3. The client must not reveal his personal information and in case of misuse of the client's personal information, all abuses and risks and losses incurred in any respect are the responsibility of the client.

## The competent authorities

1. This Agreement will be construed and construed in accordance with the Civil Code and the laws of the State of the Company.

2. The courts of the State in question will have exclusive jurisdiction to determine any legal action related to this Agreement and to pass judgment or sentence.

3. The recognition of the courts of the respective country of the company is one of the obligations of the client and this is aware of this issue and approves it.

4. The refusal to oppose the verdict issued by the courts of the country of the company on behalf of the client and the validity of the verdict issued for the client is final.

5. If the customer complains in other courts in the company's country, the company will not be obliged in any way under this agreement to appear in court and the judgment will not be acceptable or binding.

## Existence of disagreement or objection

In the event of an objection or complaint by the client or company, the party deemed entitled (plaintiff) shall, within 10 days of the dispute, to the inspection unit of the first party submit a written complaint in the language of this agreement and sent by communication (otherwise, the cost of the translation will be borne by the applicant). The plaintiff must give a convincing answer to the plaintiff within 10 business days. If the plaintiff is not accepted and satisfied, the plaintiff has the right to appeal to the courts and tribunals of the company. If a decision is made against the company, the company has the right to lodge a complaint with the International Court of Arbitration in London at its discretion, and ultimately the decision is made to the detriment of all, arbitration costs, litigation, translators and lawyers. , etc. You must also pay the final victim.

## Attachment principles

1. The original reference for any changes or amendments, amendments and all agreements, will be the main website of the company at <u>WWW.NYXBROKER.COM</u>.

 All the items of units that are subsequently annexed or originally modified or the main structure of the contract are adjusted, corrected, deducted or added, they are accepted by both the company and the client. And from the moment of loading or modifying or adding or subtracting the contract materials, the date of notification to the client will be considered.
 If for any reason one or more articles of this Agreement are considered valid and invalid or invalid, the validity and influence of the other provisions of the Agreement will remain in effect and will remain effective and enforceable.

4. At the request of the client, a copy of the contract will be sent to the client, the signature or non-signature of the previous contract by the client or company will not have any effect on the method and validity of the modifications and the principle of the agreement.

5. The termination of the agreement by the client while he has an account or commercial account in the company or any other agreement or transaction in force, is not possible and will not be effective by the client and the client must comply with all materials. of the agreement and contracts and agreements. Be committed to your current or previous terminations.

6. Termination of the Agreement will not constitute a termination of the Company and Client's obligations to each other within the framework of the Agreement, especially in cases where open positions, current transactions, contracts and agreements and prior commitments do not have been assigned and even Actions such as depositing and withdrawing money from an account or trading account.

7. In the event of termination of the contract, all funds to be paid by the client to the company must be paid immediately:

- These funds include all debts related to fees, costs, fees or salaries, etc. and all the costs derived from the termination of this agreement, as well as the costs related to the transfer of the clients' investments to the company or to the third party bank.

- Any loss or damage related to the closing of any transaction or its transfer or any transaction that causes any other obligation for the company resulting from the actions of the client.

8. If any of the provisions of the contract is revoked for the above reasons, it does not mean in any way that the client and the company are not fulfilling their functions. And all obligations arising from transactions made by the client are the responsibility of the client and until all obligations with those transactions are fulfilled, the parties will not waive the obligations.

9. The above agreement is uninterrupted and includes all types of open accounts and accounts and transactions or accounts that may be opened by the company for any reason, despite possible changes in company personnel or changes due to the occurrence of heirs or Transfer of company rights to All third parties, for whatever reason, will continue and be stable.

10. This Agreement is drafted in accordance with the international principles of trade agreements, which is a form of "general requirement" that requires (or offers) of one party to conclude an agreement and "accepts" the action of the other party to accept the conclusion This will be the agreement.

11. In the event of a merger, consolidation or change in the legal structure of the company, the validity of this contract will remain both for the company and for its legal heirs and the client.

12. The Parties agree that English will be the primary language of the Agreement. The company translates agreements and contracts into other languages for the convenience of clients, but if there is any doubt in the agreement materials, it will be the basis for consulting and reviewing the English version of the agreements or contracts and takes precedence. 13. The company will release its bank details to the client and any deposit to any account must be in coordination with the company (all receipts are for the settlement of the client's previous debt with the company) and the company reserves the right to change your bank accounts.

14. The other party (Customer) agrees to use any communication method that results in an agreement or contract and any receipt or mark of acceptance of the agreement or contract on the website or any company-related communication method (including shipping email) and any Other methods that are possible include the approval, signature and agreement of all pages and the provisions and clauses of all agreements and contracts of the company (the first part).

## money laundering

By accepting the above agreement, the client will be able to use all the services of the company in various fields of work and related projects and departments, and during the time of cooperation and membership, the obligations and actions of the client in the company are subject to all money laundering laws of the company and countries It belongs to the business partners of the company. And provided that the company or the competent and approved authorities of the company certify that the membership or actions of the client for illicit use and obtain illegitimate interests or any action that is considered a form of money

laundering, the company may terminate the contract without prior Notice and Access Cut off the client of all financial instruments and any type of communication and until the final assignment of all movable or immovable property is confiscated and confiscated from the company and any legal, brand or financial loss incurred by the company of the customer after calculation by the company is received

## Terms and words

"Base currency": is the currency that serves as the basis for calculating the value of currency pairs.

"Currency pair": financial instrument or product whose value is equal to the value of the first currency in relation to the second currency displayed at that time.

"Client": Natural or legal person who accepts the agreement between the company and him to carry out commercial transactions.

"Account or customer account": Any account or account that is opened by the customer in all departments of the company and the customer can use it to carry out all kinds of transactions or any other type of agreement with the company to attend and join the company. Departments.

"Company Account": Company or company-entered bank or electronic accounts that the company provides to settle customer debt to settle previous customer debt.

"Margin Trading": an operation or transaction in which a client can carry out a transaction or transactions that exceed its capital with the help of the company through the use of credit leverage.

"Margin Required": The minimum amount required by the company to maintain customer transactions.

"Transaction Order": Instructions sent by the client through the financial instruments provided by the company to open a transaction, exit the transaction, increase or decrease it, condition transaction orders or adjust profit and loss limits.

"Stop Out or Call Margin": it is a mandatory order issued by the company for the mandatory closure of one or all of the client's open transactions, which is systematically issued due to lack of sufficient margin in the client's account or account.

"Trading account" - working on a single platform, for the client in the context of financial instruments provided by the company in which not all transactions and their history and all positions and blocked, profit and loss, orders apply conditional bargaining and All business. Transactions and orders made by the customer are recorded.

"Trading platform": MT4, MT5 and WEB TRADER software provided by the company, whose task is to collect information on financial markets by professional methods for online trading, as well as trading, deletion, entry and exit, correction, dissemination and announcement of the messages of the company to the client will be used.

The official website of the company is: WWW.NYXBROKER.COM.