

## **Terms and Conditions**

### **Introduction**

Rev Trading Ltd (referred to as "Rev Trading", "we" or "us") is authorized and regulated under the Vanuatu Financial Services Authority ("FSA"). Our company number is 15054.

These Terms and Conditions and the Application Form together with other documents including Risk Warning Policy, Execution Policy, Conflicts of Interest Policy, and Anti-Money Laundering Policy constitute the Agreement between you ("you" or "the client") and Rev Trading, whose registered office is Suite T19, 1st Floor, Tana Russet Plaza, Kumul Highway, Port Vila, Efate, Vanuatu and sets out the basis on which we will provide services to you, and furthermore governs each transaction entered into or outstanding between us on or after the execution of the Agreement.

### **Commencement**

The Agreement supersedes any previous agreement between you and us on the same subject matter and takes effect when you indicate your acceptance via our website. The Agreement apply to all transactions contemplated under this Agreement.

### **Communication with you**

The Agreement is supplied to you in English and we will continue to communicate with you in English for the duration of the Agreement. The language of communication shall be English, and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavour to communicate with you in other languages.

### **Capacity**

We act as Principal and not as agent on your behalf, in other words, we deal on an execution only basis and do not advise on the merits of particular transactions, or their taxation consequences. And we understand that you enter the Agreement as Principal and not as agent or trustee on behalf of someone else. We shall treat you as a retail client or professional client based on our categorization standard.

### **Applicable Laws and Regulations**

Vanuatu FSA Rules and any other rules of relevant regulatory authorities. All other applicable laws, rules and regulations as in force time to time.

### **Subject to Applicable Regulations**

The Agreement and all transactions are subject to applicable regulations so that Nothing in the Agreement shall exclude or restrict any obligation which we have to you under applicable regulations. We may take or omit to take any action we consider necessary to ensure compliance with any applicable regulations. All applicable regulations and whatever we do or fail to do in order to comply with them will be binding on you. Such action that we take or fail to take for the purpose of compliance with any applicable regulations shall not render us or any of our directors, officers, employees or agents liable.

### **Action by Regulatory Body**

If a regulatory body takes any action which affects a transaction, then we may take any action which we, in our reasonable discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you. If a regulatory body makes an enquiry in respect of any of your transactions, you agree to co-operate with us and to promptly supply information requested in connection with the enquiry.

## **Costs and Charges**

You shall pay our charges as agreed with us from time to time, any fees or other charges imposed by a clearing organization and interest on any amount due to us at the rates then charged by us. Any alteration to charges will be notified to you before the time of the charge.

## **Remuneration and sharing charges**

We may share charges with partners, affiliates, business introducers and agent in connection with transactions carried out on your behalf. They are paid on the basis of the percentage of spread or fixed fees.

## **Own Judgment and Suitability**

You are solely responsible for making your own independent appraisal and investigation into the risk of the transaction. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction and that you have read and accepted the Risk Warning Notice and guidelines in relation to the financial instruments and the markets which are available in our website. We give you no warranty as to the suitability of the products traded under the Agreement and assume no fiduciary duty in our relations with you.

## **Application for an Account**

To open an account with us for FX trading, customers must complete their application form, in which we require, subject to the regulations, a lot of information in relation to the applicant, in order to identify who our customers are, including name, address, date of birth, employment, phone number, email address, annual income, financial asset, knowledge and trading experience for investment vehicle, investment purpose, investment strategy, etc. No application is accepted unless we complete our anti-money laundering checks on the applicant to our satisfaction. We reserve the right to reject such application to open an account at our sole discretion, including where we think that trading under our Agreement is unsuitable for this applicant.

## **Opening an Account**

If we accept such application to open an account, we shall open an account for the client and supply him with a unique account number, username and tentative password (for security purpose, he is strongly requested to set his own password when he first log-into the trading platform), which will enable him to access the trading platform. Simultaneously, we shall advise our bank details to which he should transfer his fund for FX trading as his account requires a sufficient cash balance to cover the margin requirement requested by us when he places an order.

## **Placing Instructions**

You may give us instructions in electronic form through our trading platform. Whenever you wish to give us instructions, you will be required to provide your username and password (access code) as a proof of your identity to access the platform. In the Agreement, "instructions" and "orders" have the same meaning.

## **Type of Orders Accepted**

Some of the types of orders our trading platform accepts include, but not limited to Good till Cancelled (GTC) order: A GTC order (other than a market order) is effective until filled or cancelled by the customer. Day order: Day orders are effective throughout the day, but if not executed, they are automatically cancelled at the end of the business day on which they are

placed. Limit order: An order (other than a market order) to buy or sell at a specified price. A limit order to buy will be executed when the asked price equals or falls below the bid price that you specify in the limit order. On the other hand, a limit order to sell will be executed when the bid price equals or exceeds the asked price that you specify in the limit order. Market order: An order to buy or sell at the current market price. A market order to buy is executed at the current asked price and a market order to sell is executed at the current bid price. 5) One Cancels the Other (OCO) order: An order that is linked to another order. When one of orders is executed, the other one will be automatically cancelled. Stop-Loss order: An order placed with a broker to buy or sell a position at market when it reaches a certain price. A stop-loss order is designed to limit an investors loss on a position. It is also known as a "stop order". Trailing Stop order: A stop-loss order at a percentage level below the market price for a long position. The trailing stop price is adjusted as the price fluctuates. The trailing stop order can be placed as a trailing stop limit order or a trailing stop market order.

### **Execution Policy**

We are required to have an execution policy and to provide our clients with appropriate information in relation to our execution policy. Where you place orders with us, the execution factors that we consider and their relative importance is as set out below  
Price: The relative importance we attach is high. Speed: The relative importance we attach is high. We are the principal to every order you place with us and therefore we are the only execution venue.

### **Rolling Trades**

All our currency pairs are rolling trades whose characteristics are They do not have an Expiry Date. A trade will roll from one business day to the next business day. A rolling trade will remain open for as long as you are keeping enough fund in your account available to maintain the margin requirement.

### **Your Profit/Loss**

You will have made a profit if the price at which you sold (whether you opened or closed the trade) exceeded the price at which you bought (whether you opened or closed the trade). On the other hand, you will have made a loss if the price at which you sold (whether you opened or closed the trade) was less than the price at which you bought (whether you opened or closed the trade). Profits will be credited to your account, and realized losses will be debited from your cash balance. Unrealized profit or loss will not be credited/debited to/from your cash balance.

### **Closure Events**

We may close any or all of your open positions at the earliest possible time if any of the following events occur If the Equity available to you falls below the Required Margin to keep a position open. If you become the subject of an Insolvency Event. If we consider, in our absolute discretion, that you have materially breached any of the clauses set out in the Agreement.

### **Control of Orders Prior to Execution**

We have the right (but not obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation) Controls over maximum order amounts and maximum sizes. Controls over our total exposure to you. Controls over prices at which orders may be submitted (to include controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book) Any other limits,

parameters or controls which we may be required to implement in accordance with Applicable Regulations.

### **Disabling and Cancelling Deposits**

We have the right not to accept funds deposited by you and/or to cancel your deposits in the following circumstances If you fail to provide us with any documents we request from you either for client identification purpose or for any other reason. If we suspect or has concern that the submitted documents may be false or fake. If we suspect you are involved in illegal or fraudulent activity. If we are informed that your credit or debit card (or any other payment method used) has been lost or stolen. Where we consider that there is a chargeback risk.

### **Force Majeure**

If a Force Majeure event and/or a market disruption event occur, we may exercise the following rights Close all open positions. Cancel all open orders. Cease or suspend trading. Refuse to take trades or orders. Request immediate payment of margin and/or any other amounts you may owe our company.

### **Personal Information**

We shall treat all information that we hold about you as confidential even when you are no longer a client of us. And we shall not disclose any information we hold about you to the third party except to the extent we are required to do so by any applicable laws or regulations.

### **Intellectual Property**

The Rev Trading Sites, trading platform and any other information or materials contained within them or which we may supply or make available to you are firmly protected by applicable intellectual property laws. You may not, without Rev Trading prior written permission, alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, software, design or logos, from any of Rev Trading.

### **Termination**

The Agreement can be terminated by either of us at any time by written notice. Any notice given shall take effect immediately unless otherwise specified within these terms and conditions. You will not be permitted to open any new trades or orders or give any instructions to do so.

### **Unclaimed Client Money**

You agree that we may cease to treat your money as client money if there has been no movement on your balance for six years. We shall write to you at your last known address informing you of our intention of no longer treating your balance as client money and giving you 30 days to make a claim.

### **Liability and Indemnity**

Without prejudice to any other terms of the Agreement, relating to the limitation of liability and provision of indemnities, the following clauses shall apply to us.

### **System Errors**

We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, or other deficiencies on the part of internet service providers. You acknowledge that access to Rev Trading may be limited or

unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Rev Trading for this reason.

**Viruses from Rev Trading**

We shall not be liable to you in the event that any viruses, software bombs or similar items are introduced into the system via Rev Trading website or any software provided by us to you.

**Viruses from your system**

You will ensure that no computer viruses, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any losses that we suffer arising as a result of any such introduction.

**Markets**

We shall not be liable for any act taken by or on the instruction of a leading bank, clearing house or regulatory body.

**Default of Counterparty or Bank**

We shall not be liable for any default of any counterparty, bank or other entity which holds money on your behalf or through whom transactions are conducted. We will not be liable for loss suffered by you in connection to your funds held by us, unless such loss directly arises from our gross negligence, wilful default or fraud.