

## Terms and Conditions

### 1. PREAMBLE

We, IMPEX Trading Limited, is the International Company registered under Republic of Vanuatu International Companies Act, [CAP 222], company number 14860, having its registered address at: PO BOX 1276, Govant Building, Kumul Highway, Port Vila, Republic of Vanuatu, with Dealers in Securities Principle License granted by Vanuatu Financial Services Commission (hereinafter referred to as the «Impex», «Company», «We» or «Us»).

Impex Trading Limited is a global Dealer in Securities that provides financial trading services through our website <https://trading-impex.com>, including all of its landing pages (hereinafter referred to as the “Website”). We offer to our customers a wide range of services and opportunities to get access to stock and OTC markets, providing individual approach. We are aimed to expand our capacities in this area and provide extremely open and beneficial interaction between traders and investors.

By using the Website you explicitly confirm that you have read these Terms and Conditions and agree. If you do not accept any of these Terms and Conditions or any of the policies – you cannot use Company services and please stop using this Website at once. Also, if you don't agree to be bound by the Terms and Conditions, make sure to inform us in writing.

By using this Website in any way you confirm your irrevocable acceptance and agree to the following Terms and Conditions and confirm the following:

- You have read the following Terms and Conditions, including Company Policies (including, without limitation, Disclaimer, Risk Warning Notice, Privacy Policy, Cookies Policy, Links Policy, Refund Policy, Conflict of Interest Policy, Restricted Businesses, Intellectual Property Notice, Complaint Policy).
- You understand all such terms and that these Terms and Conditions, together with all policies are an inseparable part of a binding agreement between you and the Company (the “Agreement”).
- You are over 18 and the information provided in this application is true and correct and that you will notify Company of any material changes.
- Company may not be able to ascertain the appropriateness of any product to you, including due to lack of experience or undisclosed information.
- You are hereby declaring that the funds you are using for trading are not originating from any criminal activity or otherwise breach any law.

- By opening account with Impex you confirms that you are not a US resident, or citizen or Green Card holder.
- Company may at any time without limitation amend any of the terms set out in this agreement by posting such information on our website. If Company decides to make any amendments they will be posted online and in order to keep trading on the website, you might be asked to accept the new terms.

The following Terms and Conditions apply to all users and in case you require additional information on any of the subjects presented below, feel free to contact our customer support at any time.

The present Terms and Conditions state that under no circumstances shall Company or its employees be liable for lost profits or any kind of damage occurring during trading, due to connection to our website, including negligence.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1. The Preamble to these Terms of Conditions is inseparable part thereof and together with Client Agreement and all Company's policies (including, without limitation, Disclaimer, Risk Warning Notice, Privacy Policy, Cookies Policy, Links Policy, Refund Policy, Conflict of Interest Policy, Restricted Businesses, Intellectual Property Notice, Complaint Policy) constitute a binding Agreement between you and Company. You and any person making use of the Website are referred to hereunder as "You", "User" and/or "Client". Any and all activity on, with and/or via this Website shall be governed by these Terms and Conditions.
- 2.2. Permitted Use. Any User must be aged 18 or older and legally permitted to engage in usage of this Website under the laws applicable to him/her. User represents that he or she has full legal capacity to enter into legally binding agreements. This Website strictly forbids any use of data mining, data gathering, bandwidth theft, offline browsing plug-ins and software and/or download and/or batch download or access and any access via any software except for the main common and official web browsers.
- 2.3. Your Account and the Bank Account. Upon receipt of your application, we may carry out credit or other checks as we deem appropriate from time to time including without limit obtaining references from your bank, employer or credit agencies (if applicable). Credit reference agencies will record details of the search irrespective of whether your application proceeds or not. We reserve the right to carry out further credit checks at anytime whilst this Agreement is in force.
- a) You acknowledge and accept that we may use credit scoring methods to assess your application. This may affect our decision on whether to accept the application

or whether to alter the way in which your Account will operate.

- b) You must notify us immediately of any material changes to any of the information set out in your Application Form.
- c) In the event that your Application Form is accepted we will open an Account for you and provide you with a user ID and account number. You must not disclose these details to any other person. In the event that you believe that these details are known by a third party then you will notify us immediately. You will assist us in investigating any misuse of your Account.
- d) You confirm that we are not obliged to confirm or check the identity of anyone using or quoting your Account.
- e) You confirm that we shall be entitled (but not obliged) to make any payments owed to you to one single account for all sums. We may (but are not obliged to) agree to transfer monies to different Bank Accounts. Notwithstanding the fact that we agree to do so, we shall not be liable for any mistakes made by us in the amount transferred provided that the aggregate sum transferred pursuant to this Agreement is correct.
- f) Funds appearing on Clients' account may include agreed or voluntary credit margin, bonuses and incentives, or any other sums not directly deposited by the Client or gained from trading on account of actually deposited funds ("Non-Deposited Funds"). Please note unless otherwise explicitly agreed, Non-Deposited Funds are not available for immediate withdrawal. Further, due to technical limitations, Non-Deposited Funds may be assigned to Client's account in certain occasions (for example, for the technical purpose of allowing the closing of positions or an indebted account). Please note that Non-Deposited Funds, including profits gained on account of or derived of the same, are not Client's funds. If a withdrawal of Non-Deposited Funds has been confirmed, Company shall have full right to reclaim any and all such funds.

2.4. Further Covenants. In addition to the above and without limiting the generality of this clause, you:

- a) Confirm that you bank account details are complete and accurate and that you will notify us immediately if these change and will provide us with such documentation as we request in respect of such revised bank account;
- b) Acknowledge and accept that we are under no obligation to transfer any monies to or accept any monies from any account other than your direct bank account
- c) Except in the case of fraud (that not includes fraud from a third party), we do not accept responsibility for any loss or damage suffered by you as a result of your trading on monies deposited in or credited to your account in error by or upon our

behalf.

- d) We reserve the right to close or suspend your account at any time in accordance with the terms of this Agreement.
- e) Acknowledge explicitly that Company has the right to change the amount of margin that is allowable per any trading due to market volatility, without prior notice.

2.5. Joint Accounts/beneficiaries. If an Account belongs to multiple users or to a corporation, company, partnership or any other corporate body, all beneficiaries or signatories will be required to approve a withdrawal.

2.6. Linking to this Website. Creating or maintaining any link from another site to any page on this Website, without Company written permission is prohibited. Running or displaying this Website or any information or material displayed on this Website in frames or through similar means on another Website without our prior written permission is prohibited. Any permitted links to this Website must comply will all applicable laws, rules and regulations and ethical conduct on the internet.

2.7. Intellectual Property Notice. With the aim of protecting from actions of fraud, Impex is warning about possible illegal acts connected with the illegal use of the name of the Company and its affiliates in the Internet network and other websites or resources. The general conditions contained in Intellectual Property Notice located available on the Website regulate all actions with intellectual property during the use of the service of the Website

2.8. Force Majeure. Whilst we will endeavor to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non- performance of our obligations by reason of any cause beyond our reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof.

- a) Without prejudice to the generality of this clause, the following events shall be considered as an event of force majeure:
  - i) Where we are (in our opinion) unable to maintain an orderly market as a consequence of civil unrest, terrorism, strikes, riots or power or communication failure;
  - ii) Excessive volatility in the financial markets;
  - iii) Suspension, closure or liquidation of underlying markets.
- b) Without prejudice to the generality of this clause, in the event of force majeure we will be entitled to:

- iv) Alter trading times;
- v) Alter the Margin Requirement;
- vi) Close or cancel any open contracts/positions.

2.9. Trademarks. Certain trademarks, trade names, service marks and logos used or displayed on this Website are registered and unregistered trademarks, trade names and service marks of Company and its affiliates. Other trademarks, trade names and service marks used or displayed on this Website are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Website grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Website without the written permission of Company

2.10. Logins Security. It is your responsibility to maintain your Account at all such times. This includes ensuring that the required level of margin is in place. If you have more than one Account, this responsibility will relate to each Account separately, unless we have agreed otherwise in writing with you.

Every person using a login (whether or not in fact such person is a duly authorized Client) will be deemed to be authorized to enter into the system and/or (as the case may be) to give any other instructions or communications on behalf of Company Client that is represented by the login according to the registration information provided by Company. Company will act on such instructions without being obliged to obtain any further written or other confirmation, and, for the avoidance of doubt, the relevant transaction fees shall become payable.

2.11. Unlawful usage. You are prohibited from making any unlawful usage of this Website, and are informed and aware to the fact that in addition to these terms and conditions and any and all policies for usage of this Website, you may and are expected to be subjected to laws and regulations applicable in your or any relevant jurisdiction, including any promulgations related to gambling, securities, taxation and/or anti-money laundering. Company does not encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials and/or User from this Website. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

2.12. User undertakes, that any and all information provided by him is true, accurate,

complete and up-to- date.

2.13. User undertakes to indemnify, defend and hold Company harmless, as well as any and all of its subsidiaries, agents, employees and/or officers, against or from any liabilities, obligations, claims, debts, expenses etc., in any way connected with any misuse or abuse of the Website, information or services provided or contained herein, including in particular (but not limited to) any breach of these Terms and Conditions and/or violation of any law whatsoever (including any violation or infringement of any third party rights) and/or any breach of any applicable third party terms and conditions;

2.14. No Warranties express or implied. Use this Website at your own risk. The information, materials and services provided on or through this Website are provided “as is” without any express or implied warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non- infringement of intellectual property.

You must read the Risk Warning Notice and all the other documents supplied to you in connection with this Agreement very carefully. DO NOT submit the online application form if you are unsure as to the effects of this Agreement or the nature of the risks involved. By clicking on the “Submit” button and submitting the online application form to us, then you is acknowledging that you have read the documents supplied and that you understand and accept the terms of this Agreement Company and/or any or all of its subsidiaries: affiliated companies, agents, employees, lawyers, trustees, bankers and/or officers does not regulate and/or oversee and/or verify the information published on this Website, including articles, trading information, quotes, et cetera. Company sole responsibility and endeavor is to facilitate trading and provide information and articles deemed useful. Company shall not incur any liability, in any way, or otherwise bear any damages and/or expenses to any user or third party, except for return of last monthly fees (to the extent that such fees were actually paid to Company), and subject to the terms set herein. Company shall not be liable to denial of service on any grounds, whether general, personal or specific. Company shall not be liable in any way for information, software, products and/or services provided by third parties.

2.15. The Website may be, at any time and at Company sole discretion, be off-line for maintenance or for any other reason, and service may be denied, temporarily and/or continually and/or indefinitely, of any person at no liability to Company.

Company doesn't guarantee that you will be able to access the website at any time and location and it doesn't make any warranties with respect to the Website content. Without limiting the foregoing, Company will not be held responsible for an impossibility of executing trading orders, due to letdowns in the operation of informational systems due to technical faults, which are beyond its control.

2.16. Neither Company, nor any of its respective affiliates, subsidiaries, agents, employees and officers warrant the accuracy or completeness of the information, materials or

services provided on or through this website. The information, materials and services provided on or through this website may be out of date, and neither Company nor any of its respective affiliates makes any commitment or assumes any duty to verify, validate or update such information, materials or services.

Except as explicitly set herein and under specific conditions, We DO NOT provide any advisory service. All transactions, investments and decisions are at your own discretion and risk.

- 2.17. Company and/or any or all of its subsidiaries, agents, employees and/or officers, does not assume any responsibility, or will be liable, for any damages to, or any viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Website, or your downloading of any information or materials from this Website.
- 2.18. In no event will Company, or any of its respective officers, directors, employees, shareholders, affiliates, agents, successors or assigns, nor any party involved in the creation, production or transmission of this Website, be liable towards you or anyone else for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this Website, any websites linked to this Website, or the materials, information or services contained on any or all such websites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. The foregoing limitations of liability do not apply to the extent prohibited by law.
- 2.19. In the event of any problem, with this Website or any content, you agree that your sole remedy is to cease using this Website. All claims against company shall become obsolete within 12 months of the occurrence giving rise to the claim. In the event of any problem with the information, products or services that you have purchased on or through this website, you agree that your sole remedy, if any, aside of the above said, is from the 3rd party provider of such information, products or services.
- 2.20. The above disclaimers means that Company does not undertake to provide any service and/or any and all functionality on the Website. This also means if you believe you have any claim against Company it should be presented with no delay and shall be null and void within 12 months of the first time it came to be.
- 2.21. Choice of Law; Jurisdiction. These Terms and Conditions supersede any other agreement between you and Company to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms and Conditions will be governed by and construed in accordance with the laws of the Republic of Vanuatu, without giving effect to any principles of conflicts of laws. A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or

relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Terms and Conditions, as well as any dispute arising there from or in connection therewith shall be brought before the courts of law of Vanuatu which shall have exclusive jurisdiction over the same.

- 2.22. Termination. You or we may suspend or terminate your account or your use of this Website at any time, for any reason or for no reason. Except for the withdrawal of accumulated funds, you will not be entitled to any remedy for discontinuing the services, all subject to our WD policy and applicable laws and regulations. We reserve the right to change, suspend, or discontinue all or any aspect of this Website at any time without notice.
- 2.23. Additional Assistance. If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact us at any time. This means you should contact us beforehand if anything of these Terms and Conditions is unclear, unfair or unacceptable to you.
- 2.24. Our Commitment to Security and Privacy. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place the appropriate and reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Please see our Privacy Policy for further information.
- 2.25. Assignment to Third Parties: Company is fully entitled to assign, grant, transfer or sub-license any and all of its rights provided for herein, including any rights with regards to information or data, wholly or in part, to any third party whatsoever. This means that the agreement between User and Company on the terms set under the Terms and Conditions may be assigned, in full or in part by Company, but not by the User. These privileges as well as the limitations of liability are Company one-sided prerogatives under these Terms and Conditions but this Website would not be feasible without them.
- 2.26. Bonuses received through, among others, the Company promo programs are all volume based as our revenue is made primarily through trading volume. Separate Terms and Conditions, when applicable, shall be promulgated as and when necessary.
- 2.27. No Waiver. Company acquiescence to any breach of These Terms and/or failure to exercise any right provided for herein shall be without prejudice to Company legal rights and remedies, and shall not be held to preclude and/or debar it from exercising or seeking any of the same.
- 2.28. Severability. Should any provision herein be deemed void or invalid by any court of law having proper jurisdiction, such provision shall be severed, and shall not in any way vitiate or detract from the effect and/or validity of any or all remaining provisions herein. This means that if a specific article in these Terms and Conditions is ruled by a



competent court as unenforceable for any reason, then such ruling shall only apply to the respective specific articles or provisions and not to this entire agreement.

### **3. COMMON TERMS**

- 3.1. The Terms of Business listed below govern all actions with regard to the processing and execution of Client's requests and instructions.
- 3.2. The Terms of Business identify all actions related to orders under normal and abnormal market conditions.

#### **Client's accounts**

- 3.3. Each Client can hold only one account with the Company.

#### **Execution of the Client's Requests and Instructions**

- 3.4. The Company at its sole discretion will identify the current market price.
- 3.5. The amount of time needed to execute a request and/or instruction depends on the quality of the connection. Under normal market conditions, the requests and/or Instructions are usually completed within one and ten seconds. Abnormal market conditions can cause delays in the process of execution of a request and/or instruction.
- 3.6. The Company may decline/delete all types of request and/or instruction under the circumstances listed below:
  - a) Abnormal market conditions;
  - b) The Client has insufficient free margin;
  - c) The request and/or instruction precedes the market opening time. In this case the "Off quotes" or "Cancelled by dealer" or "Not enough money" message will appear.
- 3.7. The Ask price is used for a "buy" transaction. The Bid price is used for a "sell" transaction.

#### **Rollovers (SWAP)**

- 3.8. All positions (depending on account type) which are remaining open at 23:59:00 Website time (Server Time) are subject to rollover.
- 3.9. The SWAP is calculated and added to or deducted from the Client's account during the time period: between 23:59:00 and 00:05:00. The exact time will be selected by the

Company on its sole discretion.

- 3.10. SWAP-free Account shall be requested by the client in a written form for religious purposes only.
- 3.11. The Company reserves the right to discontinue a SWAP-free account without prior notification and/or warning. The Company will invoke this right in case of suspicion of abuse, in which case the Company may, at its sole discretion, decide to close all open positions in the account and deduct or add swaps for all transactions currently and/or previously made in the account and decline from accepting any further requests from the Client to be exempted from SWAP.

### **Spreads**

- 3.12. Under normal market conditions the Company maintains variable Spreads.
- 3.13. Exceptions:
- i) Under abnormal market conditions;
  - ii) The Company may switch if all Users are given two calendar days prior notice.

### **Leverage**

- 3.14. The size of the leverage depends on the account deposit.
- 3.15. The Company has the right to change the leverage for a Trading Account without giving prior notice in accordance with margin requirements for another account type.
- 3.16. The Company at its sole discretion may decrease the leverage of a particular Client at any time.

### **Price Quotation**

- 3.17. In order to open or close a position, the Client should press the “Buy”, “Sell” or “Close” button while the prices in the quotes flow are satisfactory.

## **4. OPENING A POSITION**

- 4.1. To open a position, the Client should identify the following:
- a) Financial instrument;
  - b) Transaction volume.

- 4.2. If “Free Margin” is greater than the initial (necessary) margin to open a new position, the position will be opened.
- a) “Free Margin” is calculated as follows:  $\text{Free Margin} = \text{Balance} + \text{Floating} - \text{Initial Margin}$ .
  - b) Initial (necessary) margin for new position is calculated: for the hedged positions depending on the hedged margin, for other positions depending on the initial margin.
  - c) Floating is calculated: for all open positions and the new position are calculated at the current quotes.
- 4.3. The Company has the right to re-quote if the current quote changes. If the Client does not press the “OK” button within 3 seconds in the re-quote window it will be considered that the Client refuses to open a position.
- 4.4. Each open position has its own order number in the Website.
- 4.5. The Company can refuse opening, modification and deletion of all pending orders including corresponding pending orders during the freeze time.

## 5. CLOSING A POSITION

- 5.1. To close a position, the Client should identify the following:
- a) Financial instrument;
  - b) Transaction Volume.
- 5.2. The Company has the right to re-quote if the current quote changes. If the Client does not press the “OK” button within 3 seconds in the re-quote window it will be considered that the Client refuses to close a position.
- 5.3. Request or instruction to close a position will be declined if it is made when the Stop Loss or the Take Profit for this position is in the queue in order to be executed. In this case the “Off quotes” message appears to the Client in Website notification window.

## 6. ORDERS

- 6.1. To open a position the following pending orders may be used:
- a) “Buy Stop” - to open a Long Position at the price higher than the current price;
  - b) “Sell Stop” - to open a Short Position at the price lower than the current price;
  - c) “Buy Limit” -to open a Long Position at the price lower than the current price;
  - d) “Sell Limit” - to open a Short Position at the price higher than the current price.

- 6.2. In order to close a position the following orders may be used: a) “Stop Loss” - set to close an opened position at the price less profitable than the current price; b) “Take Profit” - to close an opened position at the price profitable than the current price.
- 6.3. The difference between the Stop Loss, take profit or the pending order level and the current market price must not be less than the “number of Points” indicated for each instrument in the contract specifications. The Client may place, modify or delete orders only within trading session.
- 6.4. The Company has the right to decline a request or Instruction to modify or delete an order if it is being processed - the order has been placed in the queue in order to be executed.
- 6.5. The order is placed in the queue in order to be executed in the following cases:
- a) The Take Profit on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;
  - b) The Stop Loss on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level;
  - c) The Take Profit on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;
  - d) The Stop Loss on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;
  - e) The Buy Limit is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;
  - f) The Sell Limit is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;
  - g) The Buy Stop is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;
  - h) The Sell Stop is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level.
- 6.6. Under normal market conditions the Company executes an order at the order level.
- 6.7. Company accepts orders starting from the minimum volume of 0.01 lot regardless of the type of a lot size.
- 6.8. When the order level falls within the price gap on the market opening, the order is executed by the Company at the quote which is presented in the quotes flow during the process of order execution. Buy Stop, Sell Stop or Stop Loss is executed at the first available quote which is presented in the quotes flow instantly after the price gap. Buy

Limit, Sell Limit or Take Profit is executed at the order level.

## 7. STOP OUT

- 7.1. The Company is entitled to close the Client's open positions without the consent of the Client or any prior notice if the equity is less than 10% of the initial (necessary) margin.
- 7.2. If the Client has several open positions, Company has right to close all open positions or the first position with the highest floating loss or closing open positions by FIFO (First In, First Out) method.
- 7.3. If a Stop Out execution has resulted in a negative balance of the Client's Trading Account, the Client remains fully liable for this loss. The Company shall be entitled to recover the incurred loss as well as all associated charges, costs or expenses, including attorneys' fees, through legal proceeding or otherwise as Company in its sole and absolute discretion may determine. The Client also hereby authorizes Company to withdraw the amount of such loss from the Client 's account(s) if Company deems it appropriate.

## 8. COMMUNICATIONS

- 8.1. Should you have other questions or concerns, please contact us anytime at:

Tel: +44 2036 0848 23

E-mail: [impextradinglimited2018@gmail.com](mailto:impextradinglimited2018@gmail.com).

- 8.2. In order to communicate with the Client, the Company may use:

- a) Website internal messages;
- b) E-mail;
- c) Fax;
- d) Telephone;
- e) Post;
- f) Company Webpage News Section;

- 8.3. If the Company's notifications to the Client referring to dispute resolutions shall be made on the Client's e-mail indicated by the Client during the account opening process or via Website internal mail. The Client is considered to be duly informed immediately upon sending the notification by the Company. The Company's Website server log files are sufficient and indisputable evidence of notification send.

8.4. The following instructions are not accepted by fax, e-mail, etc., only through Website:

- a) To open/close a position;
- b) To delete or modify an Order.

8.5. Any telephone conversation between the Client and the Company may be recorded.

## 9. DEPOSITS AND WITHDRAWALS

9.1. You, the Client, have to perform all the deposits from a source (e.g. single bank account). If you want to start trading, you should make sure this account is in your country of residence and in your name. In order to certify that a SWIFT confirmation is authentic, it has to be sent to Company to confirm the origin of the money which will be used for trading. If you don't comply with this Terms of Use, you may be prevented from depositing the money via Bank/Wire Transfer.

9.2. Unless we agree otherwise, withdrawals from the Account may only be made in the same currency in which the respective deposit was made. In addition, when you deposit or withdraw money for trading purposes using alternative payment methods, you should be aware that additional fees and restrictions may apply.

9.3. In order to process your withdrawal request, you must:

Client will contact at [impextradinglimited2018@gmail.com](mailto:impextradinglimited2018@gmail.com), fill up the information and provide your bank account and related details.

- All compliance documentation must have been received and approved by Company compliance officer in order to proceed with the withdrawal.
- Beneficiary Name must match the name on the trading account. Requests to transfer funds to third party will not be processed.

**IMPORTANT:** Account holder is required to monitor account regularly, and ensure that available margin exists in the account prior to submitting this request, as such withdrawal may have an impact on existing open positions or trading strategy used.

9.4. The withdrawal request will generally be processed by Company within 10 business days of receipt. In order to avoid any delays please review your information carefully before submitting your request. Company assumes no responsibility for errors or inaccuracies made by the account holder. The time it takes for the money to reach your credit card or bank account that has been used to deposit funds may vary (usually five to seven business days). Note that it might take longer for withdrawals to bank accounts due to the additional security procedures in force.

- 9.5. Whenever a withdrawal using electronic payment systems/bank transfers /local agents is requested by the Client, it shall be possible to be processed only to the same payment system with the same account details (currency, account number and name), which the deposit was made from. In case a trading account has been loaded from numerous payment systems, using several wallets and in different currencies, withdrawal shall be requested on the proportional basis.
- 9.6. Whenever a client deposited any amount to his Website account using any of the available depositing methods shall request a withdrawal of the full or part of his deposit without performing any trading (e.g. opening/closing at least one position in his Website account) the Company in its sole discretion shall subtract 15% from the initial amount deposited by the client.

## **10. FRAUDULENT ACTIVITY**

- 10.1. Wherever, in the Company's sole and absolute discretion, there is any indication or suspicion of fraud, manipulation, swap or arbitrage, or other forms of deceitful or fraudulent activity in a client's account with the Company, then the Company shall be entitled, without any further reason or explanation and/or prior notification to nullify any and all transactions carried and/or profits or losses garnered therein.
- 10.2. Impex reserves the right, at its absolute sole discretion, to disqualify any individual that misuses or breaches and/or attempts to misuse or breach the present Terms and Conditions and/or any of the Company's Terms and to cancel all orders and annul all profits of such client. In these circumstances, Impex shall not be liable for any consequences caused to the client's account by these measures.

## **11. DISPUTE RESOLUTION**

- 11.1. If any conflict situation arises when the Client reasonably believes that the Company, as a result of any action or failure to act, breaches one or more terms of these Terms and Conditions, the Client has the right to file a complaint with the Company within in accordance with our Complaint Policy.
- 11.2. Please use the relevant Complaint Form available on the Website to send us your complaint.

## **12. REVISIONS TO THESE TERMS AND CONDITIONS**

- 12.1. Without prejudice to the above, User acknowledges and accepts that Company and its legal advisors are fully entitled at all times to amend, add to and/or revoke any and all of

these Terms and Conditions, at its sole discretion, without giving User any notice thereof. Any such amendment, addition or revocation shall become fully effective and binding upon being posted on Website. You should visit this page to review the then current Terms and Conditions binding on you. Certain provisions of these Terms and Conditions may be added to or superseded by legal notices or terms located on particular pages of this Website.

12.2. This means that these Terms and Conditions may be reasonably amended from time to time by Company, and shall apply to any user immediately. Company shall maintain a link to these Terms and Conditions on every page on the Website, and state the last date these Terms and Conditions were updated on.

These Terms and Conditions have been last updated on 05th February 2021