



利用契約



SERVICE AGREEMENT
EMERALD ACCOUNT

This Agreement is made between the Company, trading as "Seikom", and the individual identified below ("Client"). It governs access to the Trader's Room and trading platform, and applies only to individuals, excluding stateless persons, minors under 18, and residents of jurisdictions where such services are restricted:

_____, identity document № _____,
referred to as the «Client».

The current Agreement confirms the Client's opening of a Emerald Account with identification № _____.

1. INTRODUCTION

1.1. The Client should carefully read this Agreement. The Client's acceptance of the terms of this Agreement is unconditional upon the Company's receipt of an advance payment made by the Client in accordance with this Agreement.

1.2. This Agreement may be translated into all official languages of the Company's website. Any translation is provided for informational purposes only. In the event of any discrepancies between the English version and its translation, the English version shall prevail.

1.3. Once the Company receives the Client's advance payment, all operations carried out by the Client in the Trader's Room or on the trading platform will be subject to the terms of this Agreement.

1.4. The Client and the Company enter into all operations in the Trader's Room or on the trading platform as principals, and the Company does not act as an agent on behalf of the Client, unless otherwise agreed. The Client is solely responsible for fulfilling all obligations related to their operations in the Trader's Room or on the trading platform. If the Client acts on behalf of someone else, with or without identification, the Company will not consider that individual a client and will not assume any responsibility, unless otherwise specifically agreed.

1.5. The terms defined in this Agreement are outlined in Clause 2 ("Terms and Interpretation").

2. TERMS AND INTERPRETATION

In this Agreement:

- "Balance" refers to the total financial result of all completed transactions and deposit/withdrawal operations on the trading account.
- "Credit/Debit Card" means a thin plastic card containing identification information that allows the cardholder to make payments and withdraw cash from the account.
- "Credit/Debit Cardholder" is the person named on the card (first name, last name, signature) authorized to use the card.
- "Client's External Account" is the bank and/or electronic account of the Client or the Client's Authorized Person.
- "Margin" represents the cash security required to support open positions.
- "Request" is the Client's order to the Company to obtain a quote. Such a request does not obligate the Client to make a transaction.
- "Fund Deposit" signifies the deposit of funds transferred by the Client or the Client's Authorized Person and credited to the Company Account for transfer to the Client's Account.
- "Withdrawal Request" is an instruction given via the Client's Trader's Room on the Company platform to withdraw funds from the trading account and transfer them to the Client's External Account or to the Account of the Client's Authorized Person, as specified in the instruction.
- "Identification Information" refers to the passport/ID information provided during Client Registration.
- "Client Account" includes any account opened by the Client at the Company, including Transitory Accounts, trading accounts, partner accounts, Manager's accounts, Investor's accounts, and other account types.
- "Client Terminal" is the program or third-party application connected to the Server. It is used by the Client to access real-time information on financial markets, perform technical analysis, execute transactions, place/modify/delete orders, and receive notifications from the Company.
- "Quote" denotes the information on the current rate for a specific instrument, displayed as the Bid and Ask price.
- "Rate" represents the value of the base currency in terms of the quote currency.
- "Trader's Room" is the Client's personal page on the Company platform, accessible after entering a unique login and password. It is a secure area for the Client's identification, account maintenance, record of operations, and support.

- "Inactive Trading Account" refers to a Client's trading account with no open positions, pending orders, or non-trading operations for a 3-month period.
- "Non-Trading Operation" covers any operation involving the deposit of funds, withdrawal from a Client's Account, or the provision (return) of Credit.
- "Trader's Room Number" is the unique number assigned to each Client upon acceptance of this Agreement.
- "Open Positions" represent the aggregate risk disclosure resulting from the buying or selling of financial instruments in accordance with Client instructions, pending for subsequent counter-transaction to close/settle such market trades/disclosures.
- "Written Notification" means an electronic document (including faxes, emails, internal mail on the client terminal, etc.) or an announcement on the Company platform.
- "Processing Center" refers to a legal entity or its department supporting the informational and technological interaction between payment participants.
- "Business Day" designates a working day from Monday to Friday.
- "Free Margin" signifies free equity in a transaction account that can be used to open a new position.
- "Server" encompasses all programs and technology used to execute the Client's instructions, present trading information in real time, and fulfill mutual obligations of the Client and Company in correspondence with this Agreement.
- "Trader's Room Service" offers the service of providing a Client with a personal account on the Company platform, designed for the Client's identification, account maintenance, record of operations, and support.
- "Screenshot" refers to a digital image captured by the Client or the Client's Authorized Person using the operating system or software to display the content on the computer screen.
- "Withdrawal" signifies the removal of funds from the Client's Account and their transfer to the Client or the Client's Authorized Person's bank details, as specified in the "Withdrawal Request."
- "Company Account" represents the bank and/or electronic account of the Company.
- "Trading Platform" includes all programs and technology that provide real-time quotes, allow the placement/modification/deletion of orders, and calculate all mutual obligations of the Client and the Company.
- "Trading Account" is the unique personified register of all completed transactions, open positions, orders, and non-trading operations on the trading platform.

- "Client's Authorized Person" refers to an individual over 18 years of age, a citizen and/or tax resident of any country (except for countries where the Company does not offer the service), authorized to perform or receive non-cash (bank and/or electronic) transfers on behalf of the Client, for the purpose of crediting funds to the Client's Account or withdrawing funds from the Client's Account.
- "Force Majeure" indicates the lack of conformity between the terms and conditions of the Company and the terms and conditions of the counterparty, current market situations, software or hardware limitations of the Company, or other unforeseeable situations.
- "Electronic Payment System" refers to a payment system that operates with electronic money (payment service provider).

3. SERVICE

3.1. Provided the Client fulfills the obligations under this Agreement, the Company will enable the Client to:

- 3.1.1. Conduct transactions using the Trader's Room and the trading platform.
- 3.1.2. Receive information from the Company in accordance with this Agreement.
- 3.1.3. Benefit from all other Company services and tools offered by the Company.

3.2. The Company does not offer its services to residents of countries where the Company's services do not comply with local law or regulation. It is the Client's responsibility to follow these restrictions.

3.3. The Company may provide the Client with additional services or tools. These services and tools are subject to the terms and conditions of this Agreement.

3.4. The Company has the right to establish and/or change the rules and procedures for using its services and tools. The Company will notify the Client of any changes to these rules and procedures.

3.5. The Company has the right to refuse to provide the Client with any services or tools without explanation.

4. RISK DISCLOSURE

4.1. The Client acknowledges that trading in financial instruments is risky and can result in the loss of a portion or all of the Client's invested capital. The Client should carefully consider whether trading is suitable for them in light of their financial circumstances.

- 4.2. The Client acknowledges that they have read and understood the Risk Disclosure Statement and agree to the terms and conditions outlined therein.
- 4.3. The Client acknowledges that the Company does not provide investment advice and that all trading decisions are made solely by the Client.

5. CLIENT REGISTRATION

- 5.1. To become a Client of the Company, the individual must complete the registration process. During the registration process, the Client must provide accurate and complete information, including their full name, date of birth, contact information, and financial information.
- 5.2. The Client must provide valid Identification Information and any additional documents requested by the Company to verify their identity and financial information.
- 5.3. The Client must ensure that all information provided during the registration process is accurate and up to date. Any changes to the Client's information must be promptly communicated to the Company.
- 5.4. The Client must provide a valid email address and create a unique login and password for access to the Trader's Room and trading platform. The Client is responsible for maintaining the confidentiality of their login and password and must not share this information with any third parties.
- 5.5. The Company reserves the right to refuse registration to any individual at its sole discretion.
- 5.6. Upon successful registration, the Client will be assigned a unique Trader's Room Number and will have access to the Trader's Room and trading platform.

6. EMERALD ACCOUNT BENEFITS AND CONDITIONS

- 6.1. The minimum required investment period under this agreement shall be 3 months.
- 6.2. The Client shall have access to the Professional Package of educational materials.
- 6.3. The Client shall receive personal support from an analyst on a 24/7 basis.
- 6.4. The Client shall be granted online access to the trading terminal and will receive support from two analysts.

- 6.5. The trading leverage will be set at 1:50.
- 6.6. The Client shall have access to an unlimited number of trading signals.
- 6.7. The Client shall be entitled to use up to 5 risk-free orders.
- 6.8. The Client shall have access to 3 algorithmic trading bots.
- 6.9. The Client shall receive a personalized business plan for the entire year.
- 6.10. The Client shall benefit from detailed order analysis and support as part of this agreement.
- 6.11. Trust management services will be available for 1 quarter, and the Client will have the support of 2 professional analysts.

7. DEPOSIT AND WITHDRAWAL OF FUNDS

- 7.1. The Client can deposit funds into their trading account using the payment methods provided by the Company.
- 7.2. The Client must ensure that any funds deposited into their trading account are from a source that is in their name or for which they have authorization.
- 7.3. The Client is responsible for any fees or charges associated with depositing funds into their trading account.
- 7.4. The Client may withdraw funds from their trading account by submitting a Withdrawal Request through the Trader's Room. Withdrawal Requests must be made in accordance with the Company's withdrawal procedures and may be subject to verification.
- 7.5. The Company reserves the right to refuse any withdrawal request if it believes that the request does not comply with the terms of this Agreement or if it suspects fraudulent activity.
- 7.6. The Client acknowledges that withdrawal requests may take time to process, and the Company will make reasonable efforts to process them in a timely manner.

8. TRADING CONDITIONS

8.1. The Client can trade a variety of financial instruments on the Company's trading platform. The terms and conditions for trading these instruments are determined by the Company.

8.2. The Company reserves the right to change the trading conditions, including but not limited to spreads, leverage, and margin requirements, at its discretion.

8.3. The Client acknowledges that trading involves the risk of losses and that they may lose more than their initial investment if market conditions are unfavorable.

8.4. The Client is responsible for monitoring their open positions and margin requirements and must take appropriate action to manage their risk.

8.5. The Client is responsible for ensuring that their trading activities comply with the laws and regulations of their country of residence.

9. FEES AND COMMISSIONS

9.1. The Client acknowledges that the Company may charge fees and commissions for various services and transactions.

9.2. The Client is responsible for any fees or commissions associated with their trading activities.

9.3. The Company reserves the right to change its fee and commission schedule at any time.

10. TERMINATION

10.1. The Client may terminate this Agreement at any time by submitting a written notice to the Company. The Company will process the termination request in accordance with its procedures.

10.2. The Company may terminate this Agreement and close the Client's trading account under the following circumstances:

10.2.1. The Client violates any of the terms and conditions of this Agreement.

10.2.2. The Company believes that the Client's trading activities may pose a risk to the Company or other clients.

10.2.3. The Client engages in fraudulent or illegal activities.

10.2.4. The Client becomes insolvent or is unable to meet their financial obligations.

10.3. In the event of termination, the Client must immediately settle any outstanding obligations to the Company, including any open positions and fees.

11. FORCE MAJEURE

11.1. The Company shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to Force Majeure.

12. MISCELLANEOUS

12.1. This Agreement constitutes the entire agreement between the Client and the Company and supersedes all prior agreements and understandings, whether oral or written.

12.2. The Company may amend this Agreement at any time. The Client is responsible for regularly reviewing the Agreement for updates.

12.3. The Client may not assign or transfer their rights and obligations under this Agreement to any third party without the prior written consent of the Company.

12.4. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.5. Any waiver of a breach of this Agreement shall not constitute a waiver of any subsequent breach.

By signing this Agreement, the Client acknowledges that they have read, understood, and agreed to all of its terms and conditions.

Client's Signature

Date

Seikom Authorized Signature

Date