Agreement between the Customer & XGlobal Lebanon S.A.L

XGlobal Lebanon S.A.L is a Brokerage firm regulated and authorized by the Capital Market Authority at the BDL and registered in the list of the approved financial institutions number 17. It is located at Center Alameh, Second Floor, Mont-Liban, Baabda – Lebanon, Telephone number (+9611555001) - (www.xglobalfx.com.lb) herein after the "Company".

Introduction:

A.WHEREAS, the Company wishes to provide all the activities and services allowed by the Licensing and Registration system and in the favor to **XGLOBAL FX Ltd** known here as "Correspondent" in order to earn commissions revenues on the dealing trades of the Customer.

B.WHEREAS, the Costumer wishes to open a trading account with **XGLOBAL FX Ltd** and the Company cooperates and deals with its Correspondent **XGLOBAL FX Ltd** and introduces the Customer to its Correspond and also facilitates the deposit and withdrawal transactions from and to the Customer in favor to the Correspondent.

C.WHEREAS, the Customer requested the Company to introduce him/her to **XGLOBAL FX Ltd** in Vanuatu.

D.WHEREAS, the Company agreed to make such an introduction subject to the terms and conditions of this agreement. NOW THEREFORE, the Company and the Customer have agreed on the following:

- 1. The recital described above shall constitute an integral and complement part of this Agreement.
- 2. The Customer understands that XGLOBAL FX Ltd is limited liability Vanuatu Financial Services Company, incorporated under the laws of Vanuatu, and registered with the Vanuatu Financial Services Commission ("VFSC") under Company number 15062 and having its registered office at Suite T19, 1 St Floor, Tana Russet Plaza, Kumul Highway, Port Vila, Efate, Vanuatu. In addition, the Customer acknowledges and agrees that the role of the Company shall be restricted to transmitting the Customer's instructions and orders to XGLOBAL FX Ltd.



- 3. The Customer acknowledges that all his/her funds will be deposited at XGLOBAL FX Ltd bank account. All withdrawals/ deposits will be done in favor to the Customer's account at XGLOBAL FX Ltd either directly by the Customer or via the Company where his/her funds will be deposited in the Company bank account dedicated only to XGLOBAL FX Ltd clients and segregated from the Company's other own funds and other sub-accounts.
- 4. The Customer hereby agrees that all trades transactions and orders related to the purchases and sales of any **XGLOBAL FX Ltd** Products will be done by the **Customer** himself/herself using the **XGLOBAL FX Ltd** online platform without any manual intervention from their end.
- 5. The Customer acknowledges and authorizes the "**Company**" to receive his/her deposits and withdrawals instructions by filling a Withdrawals or Deposits Form, attach it and send it to the following email: "backoffice@xglobalfx.com.lb" or by delivering the Form in person to the Company premises.
- 6. The Customer knows and understands that Forex trading is a risky activity and high fluctuating, therefore:
 - 1) The Customer has carefully read and fully understood all the contents of this agreement prior to signing it.
 - 2) If the Company asks the Customer to deposit additional funds to maintain the margin in his/her account at **XGLOBAL FX Ltd**, accordingly the Customer shall hereby agree to deposit such funds immediately.
- 7. The Company shall provide information's and market recommendations to the Customer. The Customer understands that such information or recommendations are offered from sources and studies believe to be accurate. The Customer acknowledges that he/she is fully aware that such information or recommendations may not always be accurate or complete.
- 8. The Company shall provide the Customer with a copy of the statement related to the Customer's account **XGLOBAL FX Ltd** showing open positions, deals done, margins available and margins utilized. The Customer shall inform in writing to the Company relating to any error or mistake in any of the statement within 2 weeks of the date of any relevant statement. The Company shall convey any such error or mistake to **XGLOBAL FX Ltd**.
- 9. The Customer acknowledges that he/she has carefully read and fully understood the **XGLOBAL FX Ltd** "RISK DISCLOSURE STATEMENT "and he/she recognizes the risk in trading can be substantial.
- 10. The Customer acknowledges that XGLOBAL FX Ltd undertakes an exclusive responsibility to open trading accounts for the Customer introduced/referred by the





Company in accordance XGLOBAL FX Ltd terms and conditions mentioned in the **XGLOBAL FX Ltd** Customer Opening Account Agreement which is subjected to the **XGlobal FX Ltd**'s satisfaction in relation to the required KYC/AML due diligence procedures.

- 11. All disputes arising on connection with this Agreement, or its application or interpretation shall be finally settled under the rule of the arbitration and jurisdiction of Beirut Courts and each party agrees on the judgment and complies with all its items.
- 12. This Agreement shall be automatically terminated once the Open Account agreement between the Customer and **XGLOBAL FX Ltd** is terminated. In addition, this Agreement may be terminated by either party by giving the other party a written notice of one month prior to the proposed date of termination.

The Customer hereby acknowledges that he/she has carefully read this agreement, understood its contents and accepted the terms and conditions therein and that he/she has freely decided to open his/her account with XGLOBAL FX Ltd through the Company.

To ensure compliance with our policies, we kindly request that all customers sign this agreement electronically using DocuSign. Accordingly, a copy of this agreement will be sent to you via DocuSign, and we kindly ask that you sign it before activating your account.

Appendix 1: ACRONYMS AND ABBREVIATIONS

Capital Markets Authority: Address: Rome Street, Wardiyeh, Hamra, Beirut, Lebanon, P.O. Box 5358 Website: https://www.cma.gov.lb/ Telephone Number: +(961) 1 735 500

Banque du Liban: Address: Masraf Lubnan Street, Beirut, Lebanon, P.O. Box 11-5544 Website: https://www.bdl.gov.lb/ Telephone No: +(961) 1 750000

KYC: Know Your Customer Form (KYC) is the due diligence and regulation that financial institutions and regulated companies must perform in order to identify their clients. Relevant information needs also to be identified in order for those organizations to do financial business with them.

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AML: A set of procedures, laws or regulations designed to stop the practice of generating income through illegal actions.

