



Client agreement

Ondamarkets Ltd

Suite 305, Griffith Corporate Center,
Kingstown, St. Vincent and the Grenadines

1. Client's Responsibility

- 1.1. The Client acknowledges that these General Terms together with the Agreement and its Appendices constitute the entire agreement between the Company and the Client.
- 1.2. It is the Client's responsibility to verify that all Transactions and Services received by him are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of the Trading site. Client holds sole liability for all Transactions in his Account, including all cards Transactions or other means of deposit and withdrawal Transactions (as stated below). The Client is responsible for securing his Username and Password for his account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing inappropriate or irregular use of his account.
- 1.3. It is clearly stated and agreed by the Client that the Client bears sole responsibility for any decision made and/or to be made by the Client relying on the content of the Trading site and no claim and/or suit of any kind will arise to that effect against the Company and/or its directors and/or employees and/or functionaries and/or agents (the Company and/or its Agents). The Company and/or its Agents will hold no responsibility for loss of profits due to and/or related to the Trading site, Transactions carried out by the Client, Services and the Terms of Use or any other damages, including special damages and/or indirect damages or circumstantial damages caused, except in the event of malicious acts made by the Company.
- 1.4. Without limitation of the aforesaid and only in the event of definitive judgment by court or other authorized legal institution resolving that the Company and/or its Agents hold liability towards the Client or third party, the Company's liability, in any event, will be limited to the amount of money deposited and/or transferred by the Client to the Account in respect of the Transaction which caused the liability of the Company and/or its Agents (if such was caused).
- 1.5. No account will be approved without the completion of the said compliance procedures.

2. Risk Disclosure

- 2.1. The Client acknowledges that he has read, understood and accepted the Company's "Risk Disclosure" information found on the Company's website and client cabinet

3. Financial Information

3.1. The Company should not be held responsible for any losses that the Client may incur (or to third party) due to reliance on inaccurate or erroneous financial information on the trading site.

3.2. The Client should verify the accuracy and reliability of the information on the trading site and its appropriateness in comparison with other dependable information sources. The Company will not be held responsible for any allegedly caused claim, cost, loss or damage of any kind as a result of information offered on the trading site or due to information sources used by the trading site.

3.3. The client approves and accepts that any oral information given to him in respect of his Account might be partial and unverified. Client's accepts sole risk and responsibility for any reliance on the aforementioned information. The Company does not give any warranty that pricing or other information supplied by it through its trading software or any other form is correct or that it reflects current market conditions

4. Trading Rescission

4.1. Trading on the trading site or partly on one or more instruments may be cancelled with no advanced notice. The Client will have no claim or right of indemnification for damages allegedly caused by trading cancellation, whether for concluded transactions or for transactions the Client may indicate that he allegedly intended to be carried out.

5. Limited Liability

5.1. The Company does not guarantee uninterrupted service, safe and errors-free, and immunity from unauthorized access to the trading sites' servers nor disruptions caused from damages, malfunctions or failures in hardware, software, communications and systems in the Client's computers and in the Company's suppliers.

5.2. Supplying Services by the Company depends, inter alia, on third parties and the Company bears no responsibility for any actions or omissions of third parties and bears no responsibility for any damage and/or loss and/or expense caused to Client and/or third party as a result of and/or in relation to any aforesaid action or omission.

5.3. The Company will bear no responsibility for any damage of any kind allegedly caused to Client, which involves force majeure or any such event that the Company has no control of and which has influenced the accessibility of its trading site.

5.4. Under no circumstances will the Company or its Agents hold responsibility for direct or indirect damage of any kind, even if the Company or its Agents had been notified of the possibility of aforesaid damages.



6. Company's privileges in Client's accounts

6.1. Client agrees that the Company may, at any time and with no prior notice to Client terminate, cancel and/or close all or part of the Client's Transactions, pledge, transfer, or sell the balance and/or securities in the Client's account and to perform any action which the Company, at its sole discretion, sees fit to cure the breach if any of the following occur:

6.1.1. If he is in breach of any of his obligations according to the terms and conditions and/or the Agreement;

6.1.2. If he becomes insolvent or bankrupt or in procedure of bankruptcy, reorganization, insolvency or any equivalent procedure;

6.1.3. If client need to close transactions because contract expirations and changing on symbols

6.2. The Client confirms and accepts that the Company might impose restrictions on the Account if required to by law, including without limitation, court order, tax authority, regulatory authorities and any other official authority requirement.

Client agrees that the Company might be required to return or block money existing in Client's Account to fulfill requirements of the aforesaid authorities. Should the aforementioned occur, the Client will have no right, claim or demand from the Company in respect of losses caused to his account as a result of any such action and undertakes to indemnify the Company for any damage caused by the Company's aforesaid action.

6.3. The Company cannot accept request to modify or cancel Transaction received from the Client.

6.4. The Company is responsible for approving the execution of a specific transaction and the Client will only assume that a specific Transaction was executed upon receipt of an official company report. Further, the Client is solely responsible to verify the status of the pending transactions prior to carrying out other transactions.

6.5. It is the Client's responsibility to review transaction confirmations and reports through his trading account or delivered by email or in any other form, instantly following their receipt. Unless the Client objects within three (3) business days, the Company shall consider the reports accurate. The Company has the right to determine the validity of any such objection should it occur.



7. Deposits and Withdrawals.

1. Ondamarkets Limited finance department handles all submitted withdrawal requests. KYC Identification documents must be submitted in order to process a withdrawal.
2. In the event that there is an irremediable breach of our contractual commitment to you and provided that you are not in breach of any of the items of our terms and conditions, Ondamarkets Limited shall provide a refund equivalent to the lesser of the full initial deposit.
3. In addition to any other remedy available, if you breach any of these terms and conditions of this Agreement or the Company has reasonable grounds for suspecting that you have breached the terms and conditions of this Agreement, in addition to any other remedies available to the Company, your credit may be forfeited at the discretion of the Company and the Company may retain any positive balance then existing in your account on account of any damages or other amounts owed by you to the Company pending investigation and/or the conclusion of any legal proceedings. Failure to comply with this Agreement may also result in disqualification, account closure and/or legal action being taken against you.
4. Refunds shall be paid by the same process as Withdrawals. Refunds from your account depend on the method of deposit which you initially used to fund your account. Funds are refunded to the original source of payment which was used, except for i-Payments, which does not allow withdrawal in the form of refund. Traders who make a deposit but have not placed any trades and wish to withdraw their deposit, can do so by requesting a full refund back only to the original source of the funds, e.g. Credit Card. Refunds shall be paid by the same process as Withdrawals. Refunds from your account depend on the method of deposit which you initially used to fund your account. Withdrawals to Credit or Debit Cards are processed back to cards as “refunds” up to the amount transacted by an individual for funding his/her account.
Any remaining balance in addition to this amount is sent by Wire Transfer. For example, a trader deposits \$500 via Credit Card, makes \$300 profit and wants to withdraw \$800. Subject to KYC identification documents being verified and approved, the total \$800 would be sent back to the origin. One wire money transfer per calendar month is free of charge. The minimum withdrawal is \$25. If you have deposited funds, received the platforms and all the tools and has not executed at least 5 trades before making a withdrawal request, you will be charged an additional fee for any withdrawals on top of the fixed withdrawal fees outlined above. This is to prevent fraudulent abuse of our services
5. As the withdrawal request is pending (no confirmation has been given to the Client by the Company), the Client may ask to stop the withdrawal process, according to the instructions, leaving the balance of his account intact. Once effected, the withdrawal process will immediately make the client’s money available in his trading account. Client accepts and confirms that upon completion of the withdrawal request, he will no longer be allowed to request withdrawal cancelation.

Subject to paragraph 7.4, if the Client had requested to carry out multiple withdrawals and subsequently requested to carry out multiple stop withdrawals, he may first cancel the former withdrawal request and once stopped the Client may continue on with the remaining requests.

- 7.1. Client requests to withdrawal funds from his account, which remain incomplete five days after the request, will cause the Company to refund the withdrawal amount back to the Client’s account.



8. Bonuses

Term and conditions of the Bonuses contract:

1. The 100% bonus is credited for every deposit over \$ 500.
2. The maximum total amount to receive in a single trading account per customer and personal area is \$ 50000
3. The bonus is only for trading and margin increase. Can't be withdrawn or credited into account until the required number of lots has been met, with the following formula = $\text{bonus} / 1 = \text{number of lots}$ for each \$1 of accredited bond requires 1 standard nominal lot (round trip)

A) \$ 100,000 in notional amount traded (per side)
B) 100,000 units of the base currency in the negotiated pair, in case this amount is greater than \$ 100,000. For example, in GBP / USD, the standard lot value of 1.00 is 100,000 GBP and not 100,000 USD. C) The value of the standard lot of such instrument as quoted at its recognized value.

* An example. A deposit of \$ 10000 and receives a bonus of \$ 5000 ($\text{bonus} / 1 = 5000$ standard lots to be made in order to withdraw unlimited
4. The funds (total balance on trading account) and profit made cannot be withdrawal until the number of lots required to complete the bonus and be able to withdraw it has been fulfilled
5. Lots trade from Cfds shares, stocks, index, commodities and cryptos are exclude of the bonus program. Only Forex instruments count as a valid for bonus program
6. Unlimited withdrawal of all profits and deposits made on the account is possible once the total volume requirement of the bonus has been completed. The volume requirement is determined using the following deposit-bonus formula $\text{received} / 1 = \text{total number of standard batches required}$
7. If the customer decides to cancel the bonus without completing the total amount of lot request, either profits and bonus will be canceled, being removed from the balance of the account.
8. The use of arbitrage or hedge, coverage of multiple positions to obtain the bond is prohibited.
9. Use robots or High frequency system are forbidden in any trading account
10. the acceptance of the customer's bonus arrives from the moment he receives it into account
11. In the case of a company suspecting that a customer uses a "bonus hunting" scheme or any other fraud action with the bonds in their trading strategy, the company reserves the right to correct the result of trading operations. A part or the total of the result of trading, as well as 65% of the total deposits on trading account for damages caused to the company vis-à-vis the regulated. In case of discovering such transactions, the company reserves the right to withdraw the bond at any time without prior notice and apply penalty of 65% as mentioned on this clause 12
12. may change these conditions at any time and without special notice or require the client to sign a separate contract
13. Bonus cancellation is only possible before the client started using the bonus. If the bonus money had been already us or partly used the client cannot cancel the bonus

Bonus amount charged to the Client's trading account according to the conditions of bonus program is not an obligation of the Company.

9. Copy Trade

Terms and conditions of the Copy Trade contract:

1. The client declares to activate and start trading of his account/s in copy trade mode sending an email with Ondamarkets broker acknowledge signed attached to info@Ondamarkets.com in which the client fully accept and understand terms and conditions of the copy trade system and chose to which traders and account numbers to start following and copying their trades
2. The client declares to understand and fully assume the implicit risks, present and future, in the operation with CFDs and Forex, accepting the following:
3. Ondamarkets is not the owner of the master accounts of the copy trade, its function is only to transmit the orders in copy trade mode to the client's account. therefore, Ondamarkets is not responsible for any losses or gains caused by the operation of "The client" or by a manager or third party external to it.
 - "Master Trader": It is understood as trader master that client with open account in Ondamarkets that performs the functions of trader offering its services through the copy trade of Ondamarkets
 - Follower: It is understood as a follower that client with real account with Ondamarkets that copies the operations of Master trader/s accepting the terminus and conditions of the copy trade of Ondamarkets
4. "Ondamarkets" reserves the right of privacy of the trader client holder of Master account, "the client" likewise accepts not being able to claim such information to Ondamarkets
5. Any client can access the copy trade system by opening the account with "Om", it is understood by copy trade the system by which "the client" can copy the operations of the accounts of the trader (client trader with account in Ondamarkets
6. Ondamarkets will not assume any responsibility for possible losses or damages of any means related to any transaction related to currency trading, whether direct, indirect, circumstantial, consequential or incidental actions that result in a present or future damage or partial or total loss of your account or accounts or relative damages in your patrimonial sphere. Ondamarkets therefore is not responsible for possible losses caused by the aforementioned operation
7. The "client" freely, to exercise its individual responsibility, acknowledges knowing the operation globally, which has been explained transparently and without coercion, decides to share the passwords of his trading account No. assuming the inherent legal responsibility and never can claim Ondamarkets for possible losses
8. Copy trade goes in retarded mode, Ondamarkets protects both Master copy traders and the customer from being copied by third parties (not broker customers)
9. Ondamarkets following the stipulations of the regulator, trade on " client account/s" on copy trade mode, the client being, at all times, the holder of the ownership of the account, Ondamarkets therefore never enters to manage the account of the client and will not charge for benefits obtained from the operation, being 100% the profit obtained by the

client.

10. "The client" assumes the potential risks of the forex market, Forex, cfd, cryptocurrencies and raw materials accepting with this firm the profits but also the possible losses derived from said operation.
11. "The client" can freely operate his trading account but it is recommended to advise so as not to interfere with the operation of the copy trade
12. "The client" cannot proceed to any withdrawal of funds while there are floating or in open positions in the trading account

10. Copyright

- 9.1. Copyrights and Intellectual Property (IP) on the Trading site and Services are the Company's property or of third parties which have authorized the Company to use such IP on the Trading site and Services. It is forbidden to copy, distribute, duplicate, present in public, or deliver the copyrighted material, in whole or in part, to third parties. It is forbidden to alter, advertise, broadcast, transfer, sell, distribute or make any commercial use of the copyrighted material, in whole or in part, except with duly signed prior permission from the Company.
- 9.2. Unless explicitly stated otherwise, any material and/or message, including without limitation, idea, knowledge, technique, marketing plan, information, questions, answers, suggestions, emails and comments ("Information") delivered to the Company shall not be considered Client's confidential or proprietary right of. Consent to the Terms of Use will be considered as authorization to the Company to use the entire Clients' Information (excluding Clients' Information designated for personal identification), at the absolute and sole discretion of the Company without requirement of any additional permission from the Client and/or the payment of any compensation due to such use.
- 9.3. Client undertakes that any notice, message or any other material supplied by the Client shall be appropriate and shall not harm other persons including their proprietary rights. Client shall refrain from uploading or sending any illegal and/or harmful and/or disturbing to other Clients material and are strictly forbidden from taking any action which might damage the Company.

10. Content and Third parties' websites

- 10.1. The Trading site might include general information, news, comments, quotes and other information related to financial markets. Some information is supplied to the trading site by unaffiliated companies ("Unaffiliated Content").
- 10.2. The Company does not prepare, edit or promote the Unaffiliated Content. The Company does not assure accuracy or completeness of the Unaffiliated Content and holds no responsibility for such content.



11. Indemnification

The Client will indemnify the Company and its agents, employees, directors, successors and their assignees (“Indemnified Persons”) against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorney’s fees) incurred by the Indemnified Persons and arising out of Client’s failure to fully and timely comply with its obligations set forth in this Agreement and/or out of the Company’s need to enforce such liabilities.

12. Entire Agreement & Amendments

12.1. This Agreement, including all Annexes, constitutes the entire Agreement among the parties hereto and supersedes any and all prior agreements or understandings among the parties, if any, with respect to the subject matter of this Agreement.

12.2. The Company may amend Terms of Use from time to time. Client is responsible for checking whether the Terms of Use were amended. Any amendment shall come into force as of the day it was published on the trading site.

13. Assignment

Subject to any applicable law, the Company is entitled to assign its rights and/or liabilities according to the Terms of Use by a notice to the Client. The Client has no right to assign his rights and/or his liabilities without the prior written consent of the Company.

14. Term and Termination

14.1. Term of the Agreement shall be unlimited; however, the Company will be allowed to terminate this Agreement at any time by notice to the Client (“Termination”).

14.2. As of Termination, Client shall not be able to carry out new transactions.

15. Separation

If any provision in the Terms of Use or its implementation towards any person or in any circumstance shall be invalid, illegal or unenforceable, the remainder of the Terms of Use and its implementation shall not be affected and will be enforceable in any manner allowed by law.

16. Communications and delivery of notices; Advertising Material



16.1. Reports and any Notice hereunder may be sent to Client at the address indicated by the Client, or such other address notified by Client in writing to the Company from time to time. All communications sent to Client shall be deemed delivered, at of delivery if sent by email, fax, by hand delivery or notified through the Internet Trading Platform or within 2 (two)

business days if posted by courier. Communications by Client shall be deemed delivered only when actually received by the Company.

16.2. Client's details provided or will be provided by the Client during his activity on the trading site may be used by the Company for sending Company's advertising content and promotional material to the Client, unless the Client selects to uncheck the relevant consent box that would allow the Company to do so. Such removal can be done when (i) opening an account or (ii) when receiving such advertising content or (iii) by logging in and going to Personal Cabinet/Email. The Client

may also send to the Company, at any time, an email to INFO@ONDAMARKETS.COM asking the Company to cease sending such email content. The aforesaid mark removal and /or email receipt will oblige the Company to cease sending advertisement content to the Client within five business days.

17. Interpretation

All terms used in the General Terms as well as the Agreement in its entirety, which are not defined herein shall have the meaning assigned to them in the Glossary. Any other terms not defined herein shall have the meaning assigned to them customarily on the trading site.

For avoidance of doubt and unless noted otherwise, words in singular shown in the General Terms will refer to plural and vice versa; words in masculine gender will refer to feminine gender and vice versa; words referring to a person will refer to corporation and vice versa. The headlines in the General Terms will not be used as interpretation of the terms but rather be used for convenience.

18. Dormant Account

All activated trading accounts held within the Company Ondamarkets LTD with a consistent inactivity for 60 days, (2 months) will begin to be classified as a dormant account. In the case where an account is classified as a dormant account, the company holds the right to close the account and charge the account the amount equal of 100% of the deposit

You further agree that any Inactive Accounts, having zero balance/equity, shall be considered as Dormant Accounts. For the reactivation of an Inactive and/or Dormant Account you must contact the Company. The Inactive and/or Dormant Account will then be reactivated subject to, if required, up-to-date client identification documentation to be provided to the Company.

The company holds no obligation to contact the client at any point regarding their account being dormant. It is expected that the client has read these conditions prior to the business relationship with the company.