



End-User License Agreement

IMPORTANT: READ THIS AGREEMENT BEFORE USING THE MT SOFTWARE. USE OF THE MT SOFTWARE CONSTITUTES ACCEPTANCE BY THE CUSTOMER OF ALL OF THE FOLLOWING TERMS.



This End-User License Agreement (“Agreement”) is made and entered into by and between ATC Brokers (“ATC”), a California corporation, and the Customer.

WHEREAS, ATC is registered as an Introducing Broker with the Commodity Futures Trading Commission (“CFTC”) and is a member of the National Futures Association (“NFA”);

WHEREAS, ATC introduces Customers to the Retail Foreign Exchange Dealer (“RFED”) for the purpose of trading and investing in financial products, including, but not limited to, foreign currency interests (“Forex”);

WHEREAS, ATC offers an electronic trading platform known as the MetaTrader software utilizing a third-party bridge (the “MT Software”);

WHEREAS, Customer understands that its trading access to the MT Software is provided by the MetaQuotes Software Corporation, and not by ATC;

WHEREAS, Customer acknowledges that MetaQuotes Software Corporation is an independent third party unrelated to ATC;

WHEREAS, Customer wishes to have access to the MT Software for the purpose of trading Forex;

WHEREAS, parties wish to memorialize the terms and conditions with respect to ATC affording access to the MT Software to the Customer.

NOW THEREFORE, in consideration of the foregoing, the premises and mutual promises, covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree:

1. ACCESS TO THE MT SOFTWARE

ATC shall afford reasonable access to the MT Software to the Customer, including providing the Customer with the requisite software, written materials, and/or other media necessary and sufficient to provide such access, pursuant to the terms and conditions hereinafter set forth in this Agreement. ATC

shall provide reasonable technical support to the Customer regarding the MT Software. In addition, ATC shall provide the Customer with all such direct changes, adjustments, upgrades and/or improvements to the MT Software (which constitute an integral part of the MT Software), and the Customer shall cooperate with ATC's efforts to change, adjust, upgrade and/or improve to the MT Software. ATC will provide the Customer with a password and username necessary to provide access to the MT Software. It is understood and agreed that ATC's duties under this Agreement are non-exclusive, and that ATC may provide access to the MT Software to other customers trading Forex.

2. THE CUSTOMER'S DUTIES AND RESPONSIBILITIES

The Customer shall be responsible for maintaining adequate security measures to ensure that Customer's password and username are kept confidential. The Customer understands that there may be instances where the MT Software equity could vary from the RFED's back office equity, which includes but are not limited to the following:

- a. Rounding off to the nearest decimal on commission and/or average fill price;
- b. Pip value fluctuation on dynamic currency pairs. The MT Software calculates the pip value on the close of a position. The RFED's back office equity calculates the pip value on the entry of a position, this may lead to a variance in the equity.
- c. Potential out trade, which is due to a trade that has desynchronized between the MT Software and the RFED's back office equity. Manual intervention is required to resynchronize the trade.

The Customer understands that the final equity balance is the amount displayed on the Customers RFED's back office equity. Equity synchronization is implemented to adjust the equity the Customers MT Software to match the equity on the Customers RFED's back office equity.

3. LIMITATION OF LIABILITY

IN NO EVENT WILL ATC BROKERS, ITS SHAREHOLDERS, OFFICERS, EMPLOYEES, OR AFFILIATES (COLLECTIVELY, "ATC") BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, OR LOSSES OR COSTS RESULTING FROM INCONVENIENCE, DELAY, LOSS OF USE OF THE MT SOFTWARE, UNAUTHORIZED ACCESS TO THE MT SOFTWARE, OR ANY ERROR OR

OMISSION CONTAINED THEREIN OR RESULTING THEREFROM. Without limiting the generality of the foregoing, ATC shall not be liable for any loss resulting from the MT Software failure, including but not limited to breakdown of software, hardware, electronic or mechanical equipment or communication lines, telephone or Internet problems, unauthorized access, theft, operator errors, labor stoppages, or any other cause over which ATC does not exercise direct or indirect control.

4. NO ASSURANCE

The Customer fully understands that the trade orders and trade details are generated by the MT Software and not by ATC and that ATC's responsibility is to use commercially reasonable efforts to enter orders pursuant to the trade orders and trade details generated by the MT Software. ATC shall not be responsible for any error or malfunction of the MT Software, mechanical or communication line failure, systems errors, data failure or any other causes beyond its control. The Customer has made inquiries and conducted research into the MT Software sufficient to make an informed investment decision. ATC cannot imply or guarantee that the Customer will make a profit from the MT Software and the Customer agrees that ATC will not be held responsible for the MT Software performance or trading losses incurred by the Customer as a result of trading pursuant to the MT Software. The Customer acknowledges that ATC can accept and execute orders only if actually received or generated and then on a "not held" basis (i.e. ATC shall not be held responsible for the execution of the order at the price indicated or otherwise). The Customer acknowledges that all orders placed as a result of the Customer's use and access to the MT Software are solely for the account and risk of the Customer. ATC will not be responsible for any delay or failure to provide MT Software services.

5. INDEMNIFICATION

The Customer agrees to indemnify and hold ATC, MetaQuotes Software Corporation, shareholders, and its and their officers, employees, agents and affiliates harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from or relating to the Customer's breach of this Agreement or the use of the MT Software by the Customer and/or any person using the MT Software facilities made available to the Customer by ATC.

6. MT SOFTWARE ACCESS

ATC reserves the right to terminate the Customer's access to the MT Software, or any portion of the MT Software, in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the MT Software or breach of this Agreement.

7. NO WARRANTIES

ALL EXPRESS OR IMPLIED CONDITIONS, WARRANTIES OR UNDERTAKINGS, WHETHER ORAL OR IN WRITING, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE MT SOFTWARE INFORMATION OR ANY ASPECT OF THE MT SOFTWARE (INCLUDING BUT NOT LIMITED TO ACCESS TO THE MT SOFTWARE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

8. CUSTOMER INFORMATION

The Customer agrees that ATC may hold and process by computer or otherwise information obtained as a result of the Customer's use of the MT Software which may be accessed and used by ATC for operational purposes or statistical analysis.

9. INTELLECTUAL PROPERTY RIGHTS

The Parties hereby agree and acknowledge that MetaQuotes Software Corporation shall retain all rights, titles, and interest in the MT Software and to any modifications or improvements made thereto. The Customer will not obtain any rights in the MT Software, and the Customer acknowledges MetaQuotes Software Corporation exclusive rights in the MT Software. Neither the MT Software nor its component parts (including, but not limited to images) may be downloaded, sublicensed or separated from the MT Software, or used on more than one computer, except as specifically provided for in this Agreement. The Customer may not modify, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the MT Software. The Customer further agrees not to duplicate, make copies of, distribute or provide others with the MT Software or to sell, rent, encumber, redistribute, lease, sublicense, use the MT Software in a time sharing or service bureau, resell for profit (or otherwise) the MT Software or create any derivative works of MT Software or any part thereof, including translation or localization, or remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols or labels that appear in or on the MT Software. The Customer may not publicize or distribute any registration, code algorithms, information, or registration codes used by the MT Software.

10. MISCELLANEOUS

- a. This Agreement shall not be assignable by the Customer but shall be assignable by ATC in connection with the sale, transfer or other disposition of its business or to any of ATC's affiliates controlled by or under common control with ATC.

- b. All notices required or desired to be sent to the customer at the address identified by the customer in the account opening documents of the customer's RFED, shall be in writing and shall be effective when delivered personally on the day delivered, or, when given by registered mail, postage prepaid, return receipt requested, on the day of receipt.
- c. This Agreement shall be governed by, and construed in accordance with, the law of the State of California. The parties agree to bring any judicial action, including any complaint, counterclaim, cross-claim, third party complaint or any arbitration proceeding, arising directly or indirectly in connection with this Agreement only in courts or before arbitrators located within Los Angeles, California, unless the parties voluntarily in writing expressly submits to another jurisdiction. The parties also consent and submit to the jurisdiction of any state or federal court located within Los Angeles, California, or the federal court closest to Los Angeles, California.
- d. All captions used in this Agreement are for convenience only, are not a part hereof, and are not to be used in construing or interpreting any aspect hereof.
- e. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters referred to herein, and the terms of this Agreement are contractual and not a mere recital. No other agreement, verbal or otherwise, shall be binding among the parties unless it is in writing and signed by the party against whom enforcement is sought.
- f. This Agreement may not be amended except by the express written consent of the parties hereto. No waiver of any provision of this Agreement may be implied from any course of dealing between or among any of the parties hereto or from any failure by any party hereto to assert its rights under this Agreement on any occasion or series of occasions.
- g. The provisions of this Agreement shall survive the termination of this Agreement with respect to any matter arising while this Agreement was in effect.
- h. It is understood that this Agreement shall apply to each party's respective affiliates, shareholders, directors, officers, employees, representatives, agents, servants, successors, and assigns.