



Terms & Conditions

BlackBull Markets Limited

Head Office – Level 5
350 Queen Street
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New Zealand

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Website: www.blackbullmarkets.com

Terms and Conditions

1. General Terms and Conditions for ALL BlackBull Market accounts

- 1.1. Upon accepting and/or signing these Terms and Conditions, the Client is entitled to use the Services including the access to the electronic Platform download on www.blackbullmarkets.com and initiate trading subject to BlackBull Markets' final approval and transactions are to be undertaken only according to the procedures prescribed therein and in this Agreement in paragraphs here below.
- 1.2. Should the Client use any other means of transmitting the orders or instructions than those mentioned in this agreement, then such instructions and/or Orders will not be considered as valid and BlackBull Markets will not act upon them.
- 1.3. Should the Client suspects that the credentials and codes have been disclosed to a third party or there is an unauthorized use of them, the Client must immediately inform (in writing) BlackBull Markets of this.
- 1.4. The Client acknowledges, understands and accepts that any instructions and/or Orders given to BlackBull Markets through the Client's account will be considered as the ones submitted by Client and he/she holds the sole responsibility of them.
- 1.5. Similarly, if the Client authorizes a third party to act on the Client's behalf through the third party's access then any Order or request placed by such third party will be the client's sole responsibility.

2. Terms on Accounts opened by the client with BlackBull Markets

- 2.1. Upon signing and/or accepting these Terms and Conditions, the Client acknowledges, understands and accepts that BlackBull Markets shall bear no responsibility or liability whatsoever for any unauthorised access by third parties to any information transmitted or exchanged between BlackBull Markets and the Client, including, but not limited to, electronic addresses, communications and personal data.

2.2. Demo Accounts

- 2.2.1. BlackBull Markets allows its clients to exercise in demo accounts, for a period of 30 days and the funds involved in these accounts are virtual and no withdrawals can be demanded from the same.
- 2.2.2. It is agreed that all restrictions and requirements that appears in this agreement with respect to the Client applies to demo account also.
- 2.2.3. Demo account Client gains no privileges in opening live accounts and needs to comply with all BlackBull Markets terms and procedures with regard. BlackBull Markets can close any demo account at its sole discretion.
- 2.2.4. BlackBull Markets may use the Client's contact details for keeping the client updated about the promotional activities and other important information that

the client shall find interested in. BlackBull Markets might attend the client directly or use third party solutions in order to do so.

2.3. Live Trading Accounts

- 2.3.1. In case the client's activity involves Fee charges, the fees shall be paid to BlackBull Markets by the Client immediately upon request. The Client Authorizes BlackBull Markets to debit the Client's account with any additional charges with regard. Taxes payable by BlackBull Markets in relation to profits or income are excluded.
- 2.3.2. For any amounts due to BlackBull Markets it shall have a right over any deposited amounts in the Client's accounts stated in section above and, on the Client's statements of Financial Instruments.
- 2.3.3. No consent will be required to be obtained from the client prior to the exercise of such right but, BlackBull Markets shall provide notice to any Client stating BlackBull Markets intention. The notice shall also state a specific timeframe at the end of which BlackBull Markets shall exercise the said right, offering time to the Client to fulfill his/her obligations.
- 2.3.4. Should the Client fail to pay any outstanding amounts to BlackBull Markets by the end of the timeframe stated on the notice, then BlackBull Markets will be entitled to debit the accounts as stated herein in order to cover for the outstanding amounts in addition to any privilege granted by this agreement and the law.
- 2.3.5. This Agreement is valid and effective from the first time the Client Account is funded subject to BlackBull Markets final approval, provided that BlackBull Markets has communicated to the Client its written confirmation. The term of this Agreement shall be for an indefinite period until it is terminated as per the provisions this paragraph as set below.
- 2.3.6. Either party has the right to terminate this Agreement by giving written notice to the other party of at least 20 days. In case of Client Termination, the first day of the notice shall be the date such notice has been received by BlackBull Markets.
- 2.3.7. Any profits generated or initial funds sent as an ECN broker to the liquidity provider may potentially be at risk to the extent of an insolvency event (where the liquidity provider becomes insolvent and liquidates resulting in a withdrawal unable to happen or delayed) occurs in respect of any such counterparty or counterparties before the remittance of such amounts back to BlackBull and subject to any statutory claw-back period or associated litigation and/or judgments. This is the same if withdrawals are delayed due to issues at our LP's.

2.3.8. Unauthorized and Illegal Trading Activities

- 2.3.8.1 You agree and acknowledge that you will not use our products and services for any Unauthorized Activity. "Unauthorized Activity" means any act, including but not limited to money laundering, arbitrage, or trading on off market quotes or any other activity involving the purchase of the

Financial Products on one market for the immediate resale on another market in order to profit from a price discrepancy or price error. We retain the right to cancel or reserve any transaction and / or to terminate our relationship with you, with immediate effect, where we reasonably believe that such transaction involves an Unauthorized Activity.

2.3.8.2. Please be advised any illegal trading activity will result in closure of your trading account and return of your original deposit only. Illegal trading activity includes, but is not limited to arbitrage, churning, swap abuse, swap free abuse and insider trading.

2.4. Termination shall not affect any accrued rights and existing commitments or obligations of the Client. In case of termination the Client shall pay:

2.4.1. Any: expenses incurred or will be incurred by BlackBull Markets due to the termination of this Agreement; outstanding fees or other amounts payable to BlackBull Markets; other damages incurred by BlackBull Markets as a result of the termination;

2.4.2. BlackBull Markets has the right to terminate this Agreement immediately upon the occurrence of an Event of Default. For the purposes of this section an Event of Default shall occur in the following cases:

3. The death of the Client

3.1. The Client becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; A substantial part of the Client's property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency; Such termination is required by any competent authority or body; The Client breaches any provision of this Agreement and fails to remedy such breach within 10 (ten) calendar days of receipt of the written notice describing the occurrence of a breach hereof; The Client involves BlackBull Markets either directly or indirectly in any act of fraud. If and when an event expressed in section above occurs, prior to terminating the Agreement, BlackBull Markets reserves the right to reverse any or all previous transactions taken by the Client that BlackBull Markets believes that put its interests at risk.

3.2. On termination, BlackBull Markets and the Client complete all transactions already entered-into and the Terms shall continue to bind both parties in relation to these transactions. Should all transactions be completed BlackBull Markets shall return to the Client all of the Client's assets in BlackBull Markets possession. Prior to the return of such assets, BlackBull Markets reserves the right to deduct all amounts that are due to it or that are necessary to close any pending obligations of the Client.

4. BlackBull Markets will not provide its services to the following countries/organisation and its residents/participants:

- Al Qaida & Taliban
- Central African Republic
- Cote d'Ivoire
- North Korea
- Eritrea
- Guinea-Bissau
- Iran
- Iraq
- Lebanon
- Liberia
- Libya
- Somalia
- Sudan
- Yemen
- Kimberly Process

PLEASE NOTE We will not be able to provide services and accept clients from USA and New Zealand residents

Kind Regards,

The BlackBull Markets team.

By signing this form, I acknowledge my understanding of the above Terms and Conditions, and agree to adhere to this Agreement.

Legal name:

please print your name

Signature:

Date:

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