



ALBUSCAPITAL

TERMS AND CONDITIONS

DUE TO THE SPECULATIVE RISKS ACCURING WHITHIN FOREIGN EXCHANGE (FX) AND CONTRACT FOR DIFFERENCE (CFD), YOU SHOULD READ THIS TERMS AND CONDITIONS CAREFULLY, AND BE CLEARED ABOUT EVERYTHING BEFOREHAND, WHEN YOU OPEN AN ACCOUNT WITH ALBUS CAPITAL.

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1. RISK WARNING

On Foreign Exchange (FX) and Contract For Difference (CFD) trading, there are speculative risks, such a situation that you may rapidly lose all of your money you have invested. Therefore, you should read following risks, which might be occurred and clearly understand before you start trading.

All trades are legally enforceable and we may take legal action to recover money you owe Albus Capital (here after "us" or "we").

1.1. RISKS OF MARGIN TRADING

1.1.1. Margin trading is leveraged trading that allows "gearing," and traded on the price movement of a product. By "gearing" you are enable to place a large trade by only putting up a small amount of money as margin. You would increase your profit when the price moves to which you aspire, but only a small movement that is against to you would cause great amount of losses and you may be required to deposit additional margin in order to keep open the trade.

1.1.2. Due to the compulsory opening and closing time, all trades cannot be opened and closed 24 hours day, such as national holidays and daylight savings changes. Also, a market would be suspended for other some reasons, you are unable to trade during these situations.

1.1.3. Therefore, you need to monitor carefully and enforce the trading on you decision and responsibility.

1.2. MARKETS AND PRICES

1.2.1. You will be trading only in our market with prices that we make, not on an exchange, and we are able to change them anytime.

1.3. PROFITS AND LOSSES

1.3.1. Your losses occurring in trading with us are unlimited. Thus, in order to protect from and minimise your loss, we strongly recommend to use "limit order" that enables limiting loss at the beginning of or during the trade, and/ or "stop loss order" as well. Details are in Types of Order section. However, these orders cannot protect losses perfectly and, result will depend on variety of situations and conditions.

1.3.2. Your profits and losses might be influenced by such fluctuation in foreign exchange rate. Interest rate may affect whether you make a profit or loss.

1.4. VOLATILITY

1.4.1. Prices that we offer are affected by underlying, and those are volatile and unpredictable because there are no right of controlling over movements. Under certain situations, you and we may be difficult or even impossible to close an open position.

1.5. COLLATERAL

1.5.1. We accept your agreement about collateral in writing and/or by electrically such as in our application form.

1.6. TRADING IN SHARES

1.6.1. If you are considering about trading in shares like in a company that you are working for, you need to seek legal advices before you start in order to protect from violating any regulations.

1.7. TAX

1.7.1. Your tax will be depending on where you trade and which regulation you should follow. Therefore, you should seek independent tax advice from professionals. (For example, your accountant, the tax officer or other relevant experts)

2. LAW AND JURISDICTION

2.1. These terms and conditions apply to all trades and orders of any types carried out by/with us, and are governed by the "Laws of Malaysia", "Labuan Companies Act 1990(LCA)", "Anti-Money Laundering and Anti-Terrorism Financing Act 2001(AMLATFA)", "Labuan Financial Services and Securities Act 2010(LFSSA)" and any other related laws and ordinances.

2.2. In the case of a lawsuit occurring by our clients, Kuala Lumpur district court is assumed the exclusive jurisdictional court of the first instance.

3. ACCOUNTS AND ID/PASSWORDS

3.1. Before you start your account opening process, you should read our Terms and Conditions, and clearly understand risks that may occur as the result of trading. You are not able to open an account if you have not read and understood clearly about them.

- 3.2. In order to open an account, you must complete our Online Application Form as accurately as possible, and you should be able to provide a copy of valid identification document(s) or certification if we asked to do so.
- 3.3. When we accept your application, we will open an account for you. However, we have the right to reject your application when we think that trading with us is not appropriate to you.
- 3.4. At the time you open an account, you will be required a sufficient Cash Balance to cover the initial margin cost to place an open trade.
- 3.5. Once your application is accepted, we will provide a unique Login ID and temporary password to access our trading platform. When you first login to the platform, you will be required to change your password for security purposes, and it is very important to keep your password secret as well as you Login ID.
- 3.6. If you suspect that your Login ID and/or password are used, or another party has accessed your account, you should immediately contact with us and it is your responsibility.

4. COMMUNICATION AND ELECTRONIC COMMUNICATION

- 4.1. We shall only communicate our clients in English or any agreed languages.
- 4.2. When we receive any contacts from our clients, we will try to respond when we are reasonably able to do.
- 4.3. We may contact you about such as your account or any other topics that we think we should tell or ask by following methods:
 - Telephone
 - Voicemail
 - Fax
 - Email
 - Post
 - In person
- 4.4. Therefore, you should immediately tell us any changes of your telephone/fax numbers, e-mail Address, or postal address.

5. DATA PROTECTION POLICY AND PRIVACY POLICY

- 5.1. In order to handle personal data and privacy details, we are obliged to protect them and you should agree that we hold such information.
- 5.2. In relation to your personal data, you agree that we use and rely on the data you provided us, and we and our group companies can store and process them both in physically and/or electronically.
- 5.3. Generally, we use your data for following ways:
- To identify you when you contacted us
 - To provide you administer services and establish and manage your account
 - Recover debts
 - To review your ongoing progress
 - Comply with all applicable laws and regulations including the regulatory system
 - To deal with any complaints made by you
 - Verify the information provided by you
 - Deal with and/or in connection with:
 - Regulatory reporting
 - Fraud and crime prevention and detection
 - Financial risk assessment,
 - Money laundering checks
 - Compliance (including for example, making enquiries at fraud prevention agencies, making enquiries of other providers of spread, CFD and/or Spot Forex services, undertaking searches at the Electoral Register and with credit reference agencies, performing credit and identity checks, obtaining bankers' references and making any other enquiries as reasonably thought fit)
- 5.4. We only provide to your personal information to third party (such as fraud prevention and credit reference agencies) when we suspect that you are involved in such situations like above, or in the case of which we should follow appropriate regulation.
- 5.5. On the other hand, we may obtain your information from other sources such as credit reference agencies, the electoral register, or fraud prevention agencies, if it is reasonable.
- 5.6. In order to provide better solution for all clients, our website installs cookies, and it finds what areas of our website the clients have been looked, so that we can improve by knowing specific areas. However, you are able to turn off this by your browser setting.

- 5.7. You have the right to request a copy of information that we hold about you. In order to do so, you should write to us requesting the information that you want, with verification of your identity.

6. COMMISSIONS, CHARGES AND OTHER COSTS

- 6.1. Our commissions, charges and margin schedule is on our website, and we may change them without notice.
- 6.2. We make money from spread between the bid price and the offer price and/or by trading commission.
- 6.3. A daily financing charge is applied in respect of position based as followings:
- Spot Forex trades
 - CFD trades relation to cash indices
 - Foreign exchange
 - Spot metals
 - Individual equities
- 6.4. We do not provide a tax advice, and this is depending on such as your personal circumstances and the tax jurisdiction that suits to you. Therefore, it is your own duty to seek professional advices about your tax advice.

7. MARKET INFORMATION

- 7.1. We provide wide range of markets and services that may evolve constantly.
- 7.2. Our Market Information Sheet (MIS) on our website is for you to obtain basic and important information. Therefore, it is important to keep perceive information from us.
- 7.3. None of the markets that we make prices in settle with physical delivery of that product. Everything is settled with cash with either you paying us or vice versa.
- 7.4. All clients will not received legal rights over any corporations in the form of dividends, voting rights or ownership even the client trades on an equity in form of a CFD.

- 7.5. Even we dedicate to ensure that the prices are correct, but occasionally the prices may be quoted incorrectly. In case of this situation, we are not liable for any losses that you make as the result of trading with the prices. Therefore, it is your responsibility to accept trading with our quoted prices.

8. MAXIMUM/MINIMUM TRADING SIZE

- 8.1. All markets quoted by us have maximum and minimum trading size. Therefore, you should check and know them, which could be found on our Market Information Sheet, as well as the trading platform. These sizes may be exercised at any time and for any reason.

9. MARGIN

- 9.1. When any trade is placed between us and the clients, we will require the clients to have sufficient amount of margin as the initial margin and requirement on the account.
- 9.2. Initial margin is for each opening trade on our market, and it must be maintained in respect of all open position. Required margin can be found in our Market Information sheet on our website and the trading platform as well.
- 9.3. The margin calculation is based on the specified percentage of the notional value of your opening trade.
- 9.4. In addition to it, you should understand the risk of margin trading, as stated in Risk Warning.

10. ORDERS

- 10.1. An order is a request by you to us, and may cause a new position is opened or an existing position is closed. This must be placed by your own responsibility and decision.
- 10.2. If you have not enough funds in your account at exact time, we reserve the right to reject the order.
- 10.3. All orders must be at price levels and on other terms acceptable to us, and we accept orders only in our trading hours.

10.4. All orders must be:

- at an execution price set by you and agreed by us.
- on terms acceptable to us, acting reasonably.
- deemed "Good Till Cancel" or "GTC" means that all order will remain until the cancelation or execution.

10.5. You can only place and cancel orders and/or give any other instruction via our trading platform, unless any technical problems, such as failure of our trading platform within our usual trading hours, have been occurred by our fault. However, in this situation, only closing orders can be placed to existing open positions. Therefore, we do not normally accept any orders from any other medium.

10.6. Only in the event of the system failure of which is the trading platform is not working for any reason, trading over the telephone can be accepted, within our usual trading hours (detail are in over website or trading platform).

10.7. In order to trade over this way, you need to provide us your ID, account number if applicable, your name and certain security information.

11. TYPES OF ORDER

11.1. Due to the speculative risks occurring while you trade, there is variety of options that you can choose to limit risks.

11.2. Market Order

11.2.1. A market order is an order to buy or sell at the bid or offer price as close as possible.

11.2.2. As far as there are interested in whether buying or selling the trade, the order will be fulfilled. This order provides no protection and will be fulfilled at lower or higher price than the rate that was displayed at the time you placed the order because prices are rapidly moving in the market.

11.3. Direct Order

11.3.1. A direct order is an order to buy or sell at current specific bid or offer price. This makes possible to execute at exact price that you choose, but does not guarantee that your can trade 100% because the market rates are always moving and they would not reach to the specific price.

11.4. Limit Order/ Take Profit Order/ Entry Limit Order

- 11.4.1. A limit order/ take profit order/ entry limit order is an order to buy or sell at a specific price that is more favourable than the current our price. When the price is reached, the limit order is executed at the specific price.

11.5. Entry Stop Order/ Stop Order (Stop Loss Order)

- 11.5.1. An entry stop order is an order to buy or sell at a specific price, which is a stop price that is less favourable than our current price. When the stop price is reached, the stop order will be a market order.

- 11.5.2. A stop order is an order to buy or sell at an execution price, which is set by you, that is less favourable than our current price.

11.6.OCO/ "One Cancels the Other"

- 11.6.1. An OCO is a combination of a limit order and a stop order to execute one of the orders whichever reached to the specific price first that is set by you, and then it cancels another one.

11.7.P&C (Parent and Contingent)

- 11.7.1. A P&C order is a combination of a basic order (such as market order) and OCO (see above), which would be limit order and stop order.

11.8.Trail

- 11.8.1. Trail makes you limit your loss by placing stop order. You firstly place a stop order at a specific price, and even the price moves favourable to you, the stop order also moves as well.

- 11.8.2. For example, you favour the price rate should be upward and you place a stop order at a specific price. When the rate moves up, the stop order moves up as the rate moved, or vice versa.

12. ORDER EXECUTION

- 12.1. Before you start any of trade with us, you should fully understand trading details and read through this terms and conditions. If you had any query, you should be cleared about them beforehand.

- 12.2. Every order will be executed by us as soon as we receive and are reasonably able to do so.

12.3. We will reject your order, if you do not have enough funds in your account the exact time, and following situations:

- Your proposed trade is such a size (too big or too small) that we do not wish to accept it.
- An Insolvency Event has occurred in relation to you.
- Any initial Margin requirement has not been met.
- You die or become a patient under the relevant mental health legislation or when we reasonably assess that either of those occur on you.
- When our systems or we are affected by a Force Majeure Event.

12.4. We cannot guarantee to fill any type of order at exactly same price, which you have requested. This is called "non guaranteed" basis. Therefore, there are always possibilities of order filling at different price than you placed the order. This is known as "gapping."

12.5. We can execute orders only during our market opening hours through our trading platform.

12.6. You must be responsible to perceive that there is sufficient equity of your account for all trades you placed. We do not warrant for any direct or indirect losses that you have made by orders have not been executed for any reasons, including such situation of you have no sufficient funds in your account.

13. ROLLING TRADES

13.1. A rolling trade is the process of extending the settlement date of an open position, and it automatically rolled by us at the end of business every day to next business day. Therefore, you should be careful to make sure about such as national holidays. The followings are the characteristics:

- No expiry date
- Each market has its own conditions and spread
- The spread may vary at our discretion

13.2. All rolling trades are calculated differently, whether in FX or others.

- For FX: calculated by market rate
- Others: calculated by prevailing interest rate of the product concerned with up to a 2% charge

13.3. Therefore, it is your responsibility to check and monitor your open positions and orders so that you can close or place another orders, if appropriate to prevent risks.

14. TERMINATION

14.1. An agreement between you and us can be terminated at anytime by one months' written notice. Within this one months' notice, you are allowed only closing open positions, including positions in a joint account, and we refuse you to have a new open position.

14.2. After this notice period, we will close all of your open accounts, and all of your funds becomes payable immediately.

15. NETTING

15.1. If we have decided to close your account and/or your open trades, we may combine cash in your account with any other account that you hold with us.

15.2. We may set off either or both of the amounts stated as followings:

- Payable amounts by us to you including cash and any profit from open or unrealized trade.
- If a debit balance, any liabilities that you may have towards us including any loss from open or unrealized trade, losses, interest, costs and expenses.

15.3. If we decided execution of our set off rights, as listed above, all payment obligation will be combined into a single payment for you to pay a net sum of cash to us, or us to pay a net sum of cash to you.

16. NEGATIVE CASH BALANCE

16.1. If your account is in negative, the negative amount must be paid immediately via a credit/ debit card or bank transfer. In the case of such you do not correspond in certain amount of time, we may take a legal action against you.

16.2. However, the Negative Balance may not be the total extent of your financial liability to us, but please note that the required amount in your account is more than zero or above.

16.3. Therefore, it is your responsibility to closely monitor your Account and to ensure that there are always sufficient funds available in your Account.

17. CURRENCY CONVERSION AND FUND TRANSFER

17.1. We are able to convert into your base currency the following:

- Your cash
- Any profit, loss or other liability
- Any money owed by us to you or vice versa
- Any money paid by you to us

17.2. These will be converted at the rate we reasonably specify. In the case of when you pay us in not you base currency, there will be additional costs that we charge for you to convert into you base currency.

17.3. We will transfer and hold clients' funds in the segregated account, which it requires to maintain your open positions. During this period you will have no legal claim over these funds and in the unlikely event of the firm's insolvency you will have no rights or claims to this money. Under the FSA Client Money Rules, client funds held by us will no longer be deemed client money when that money becomes 'owed' to us by the closing of a trade that results in a loss.

17.4. All clients reserve the right to request to us for deposit and withdrawal of your money. In the case of this, you need to contact us via email or any other method, and then we will process this every day (acting reasonably). It may take certain days until you withdraw from you bank account because of such as national holidays or depending on what time you request. You should agree them.

18. MONEY LAUNDERING

18.1. We are fully co-operating with the FSA, the Police and all International Governments and Agencies in their fight against Money Laundering. In addition to it, we follow the Anti-Money Laundering regulations. These regulations require us to identify all clients and verify residential address within a reasonable time after the account is opened. Therefore, in the case of failure of your identification and verification, you cannot open an account for you at the time, and we will notice what information you need.

19. COMPLAINTS AND COMPENSATION PROCEDURE

19.1. Albus Capital is authorised and regulated in Labuan by the Labuan Financial Services Authority. We endeavor to provide our clients the highest standards of service, but the client satisfaction may not meet our service.

19.2. We will correspond with our complaint handling procedure. Anytime you have got a query or complaint, you should contact our help desk as immediately as possible, within 24 hours of the incident, with personal records of all transactions that you have with us. Therefore, you should keep your personal and trading records up to date, and this may help us investigating the complaint.

19.3. When we are reasonably able to respond your query or complaint, we will contact you either by electronic methods or post with written acknowledgment.

19.4. We have the right to refuse you to have new open position while your query or complaint is not cleared and/or solved, and if we determine that this may cause another problem.

20. CONFLICTS OF INTEREST

20.1. We are legally required to take all steps to prevent and manage conflicts of interest. It may occur between us, our clients and any associated third parties or affiliates.

20.2. Once we found any such conflicts of interest, we will prevent it to abuse.

20.3. We will make best effort to ensure that all clients and their business transactions are treated professionally and fairly.

20.4. In the situation of when multiple clients placed an order in the same market, then this will process on a first come first served basis.

20.5. We and any third party associates will not get direct benefits from any conflict of interest other than its normal business.

20.6. We promise that we treat all clients equally and fairly. This may prevent from any potential conflicts of interest.

20.7. Our compliance department regularly reviews the procedures in order to prevent conflicts of interest to be occurred and abused.

21. MANIFEST ERRORS

21.1. By any reason, wrong prices may be mistakenly quoted, whether due to a human error or as a result of a technical issue. It may cause an execution of order on a Manifest Error,

21.2. If any orders or trades that have been placed by a Manifest Error, they will not affect the validity of the transaction and will not entitle you to enforce whatever is inaccurately recorded.

21.3. In such situation, we are able to:

- Adjust appropriately to the order or trade to reflect them without Manifest Error.
- Close the position at our price.
- Void the order or trade (we will close it, as if it had never been placed).

21.4. We will execute above methods reasonably and fairly. We may do them with or without any notice, as we are given the right, but if we do without notice, we will give you written notice as soon as we are reasonably able to do.

22. FORCE MAJEURE AND MARKET DISRUPTION EVENT

22.1. If a Force Majeure and/or Market Disruption Event happen, such as earthquakes and flooding to war, sabotage, IT or communications failure or a complete lack of market liquidity, we may reasonably exercise the following right:

- Close currently open trades or positions
- Cancel and or execute any orders
- Refuse or limit any new trades
- Change spread rates and maximum/minimum lot size
- Request immediate all payments or other amount that you owe us such as margin

22.2. We will dedicate to provide best service and prices to our clients even during such situation like a Force Majeure and/or Market Disruption Event.

23. AUTHORISED PERSON AND THIRD PARTIES

23.1. You are the only person who are authorised for your trading account.

23.2. If you would like third party to trade on your account, you should request for adding "authorised dealer" via email. Note that this authorised dealer cannot be able to make third party to payment. In addition, it is still your responsibility to monitor your every trade.

24. CLOSURE OF ACCOUNTS

24.1. We have received the right to close an account at any time for any reason, and we are not obliged to give a reason. The followings would be example situations:

- If you are offensive or rude to us.
- If you provide false personal information.
- If we suspect or found that you are involved in form of market abuse, money laundering, violation of jurisdiction, or etc.
- If we could not receive any margin immediately, or any payment could not be received within reasonable period.
- If you face certain situations that you are unable to meet our client requirement such as by becoming bankrupt (represents that you have not enough funds), if you die, or become a patient under the relevant mental health legislation

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F.T. Labuan Malaysia

Albus Capital Inc. is authorised and regulated by the Labuan Financial Services Authority (LFSA) license number MB/14/0004.