

EFFECTIVE FROM 05.01.2014

CLIENT AGREEMENT – Standard "Terms and Conditions"

This Client Agreement, as amended from time to time, will apply from **05.01.2014**.

1. Scope of this Agreement

This Agreement determines the contractual relationship between **AL FAHAD FORTUNE TRADING LLC** ("we") and the Client ("you"). You should read carefully, understand and agree with the terms of this Agreement before you enter into a contractual relationship with us.

This Agreement is effective upon acceptance the terms in

- a) Registration of new Members / Customers / Partners
- b) On an ongoing basis during the operation and usage of our services

2. The Company

AL FAHAD FORTUNE TRADING LLC, is a company incorporated in the Dubai United Arab Emirates, having its registered address at 1009, NAWRAS TOWER, AL QUSAIS 1, PO Box 239117, Dubai, United Arab Emirates

3. Our Activities

AL FAHAD FORTUNE TRADING LLC is an IT/Software development and Trading Company engaged in designing, developing, distributing and marketing Software solutions for Business and Wealth Management in UAE and other countries using internet as a medium of data communication. We develop easy and user friendly online Software Solutions for helping Businesses and private investors especially Forex Traders grow their accounts electronically without human intervention

4. Getting our Services

4.1 Registration

In order to be able to buy and use our Software services on your Trading Account you would need to register yourself as our member on our website <https://wealth-builder.biz/terms-and-conditions/> and wait for our approval to activate our Software on your account.

You agree to provide true, current and complete information about yourself during the registration process. If you are an authorized representative of a company, you declare that you have the authority to bind the company to this Agreement. We are required to obtain, verify, and record information identifying each person who opens an account. You may rest assured that we take all measures to ensure that the information you entrust us with will be treated as confidential.

4.2 Authorization

The account holder(s) (the "Customer") hereby fully authorizes AL FAHAD FORTUNE TRADING LLC, to Install their proprietary Software on Customer's Live Forex account to purchase and sell contracts in over-the-counter foreign exchange, bullion and contracts for difference ("Instruments"), on margin or otherwise for the Customer's trading account held with forex broker for which the detailed in provided by Customer in the portal and 'Order/Authorization Form'. (The 'Account')

The Customer hereby agree to indemnify and hold AL FAHAD FORTUNE TRADING LLC, its affiliates, employees or agents and successors from and against any and all profits, losses, damages, costs and expenses, including software subscription fee, incurred by Customer due to Wealth Builder Software placing trades on Account.

Customer understands that it is their responsibility to properly evaluate and perform appropriate due diligence on Wealth Builder Software prior to purchase its subscription

Customer undertakes to review the software's performance and suitability prior to subscribe for software. Customer is solely responsible for evaluating their risk capital and risk appetite prior to subscribe for Software to perform trading over the Account. Customer further understands that they are also responsible for monitoring all trading activities conducted in the account by Software

Customer understand that AL FAHAD FORTUNE TRADING LLC may not be authorized or registered under DFSA or DIFC or any other regulatory authority and, therefore, may not be regulated, reviewed or monitored by any regulatory or governmental agency.

AL FAHAD FORTUNE TRADING LLC understands that it is their responsibility to monitor all trading activities in the account performed by Software in accordance with Customer's risk capital and risk appetite.

AL FAHAD FORTUNE TRADING LLC is not authorized to instruct the withdrawal of any money, securities, collateral or any other asset in the name of the Customer.

Customer understands that AL FAHAD FORTUNE TRADING LLC may receive transaction based compensation in the form of commissions, fees, or rebates. These types of compensation may be paid by the customer or broker in the form of widened spread, per round turn lot, or volume basis. These transaction based compensations may constitute a conflict of interest as it may create an incentive for the AL FAHAD FORTUNE TRADING LLC to configure their Software to trade the Customer's Account more frequently in order to generate more revenue.

Customer and AL FAHAD FORTUNE TRADING LLC may revoke or terminate the contract based on the warranty policy provide on AL FAHAD FORTUNE TRADING LLC website <https://wealth-builder.biz/guarantee/> upon written notice to other party

Where you have been provided with a version of these Terms which is in a language other than the English language, the original English version shall be the only legally binding version for you and us. In case of discrepancies between the original English version and other translations in your possession, the English version provided by shall prevail.

4.3 VPS Service

Against your purchase and authorization, we will host your Forex Account along with our software authorized by your License credentials to one of the most suitable Virtual Private Server (VPS) available with maximum efficiency. By purchasing our VPS service you unconditionally understand and agree that the best possible care is taken to host you Forex account with most appropriate VPS, however there are several limitations that are rare to occur but beyond the control of VPS service and might impact negatively on your account including but not limited to, bad execution from your broker, abnormal slippage, lack of liquidity, technological failure like internet connection failure, hardware failure and other uncontrollable events. In All such events, you agree to indemnify AL FAHAD FORTUNE TRADING LLC, for any profit and loss in your trading account.

4.4 Currency

All amounts concerned for the purchasing of our Software services will be payable in United State Dollar (USD) OR Emirati Dirhams (AED)

4.5 Payment Methods

There are 2 primary methods of payment that you may choose among, so as to make your purchases

- Bank Cheque
- Bank transfer

5. Guarantee Policy

5.1 Capital Growth Guarantee

We provide premium guarantee to our clients for 40% growth on their Account's 'initial capital' at the time of their subscription of Wealth Builder Software service. This guarantee is provided on the hypothesis of account growth during the 'contract' length of 12 months. In case if the growth is less than 40% on the initial capital, we will extend the contract length until the 40% growth is achieved.

5.2 Growth through [Realized Profits](#)

The 40% growth is guaranteed on the '[Realized Profits](#)' only. The growth that is derived from the closed trading positions which are reflected in 'Account Balance', for example: if the initial Account balance was USD 10,000 at the time of starting Software Subscription contract, the Guarantee covers the 'Account Balance' to be USD 14,000 at the time of Subscription Expiry. However, this Guarantee doesn't cover the '[Unrealized Profits](#)' which are caused by the open positions at the time of Subscription expiry. Customer agrees that that '[Unrealized Profits](#)' may have an amount of up to (-20%) of 'Account Balance', for example. At Subscription start Initial Account Balance was USD 10,000. At end of Subscription the Account Balance is USD 14,000. In this case the '[Unrealized Profits](#)' may have a negative figure of up to USD 2800 which will not be covered under guarantee because the positions would be open and might need substantial time for realization of profits.

PS: All figures quoted in clause 5.2 are for understanding and referral purpose and all Actual Account Balances, Realized Profits and Guaranteed Growth figured will be calculated using same referral percentages on pro-rata basis.

5.3 Drawdown, Subscription Cancellation Right & Refund

As per our quality guarantee, we offer the right to our Customer to cancel the subscription in case the Drawdown on their initial capital reaches 20%. For example, the 'Initial Account' Balance is USD 10,000 at the time of subscription start, during the course of contract, if 'Account Balance' including the '[Unrealized Profits](#)' reaches to USD 8,000, Customer can send us an official intimation of their intention to cancel their subscription mentioning the reason, their Account details to contactus@wealth-builder.biz

We will respond to customer request within 2 working days and will inform customer of our decision about their request. In case, if we agree to cancel the Subscription, customer can send us the Subscription price refund request by replying to our email which will be sent to customer about our decision against their cancellation request. We will process the refund of subscription price, which may take to 30 days and will be made only in the favor of customer and through Bank cheque or Bank Transfer.

5.4 Indemnification from Losses

In case of Subscription cancellation, customer unconditionally indemnifies us against all losses in their Account. We will be liable only for the refund of Subscription price which is paid to use, excluding 20% administrative charges and government taxes where applicable.

6. Termination of services

You may terminate the contract after your purchase if you feel unsatisfactory with our Software performance under our guarantee policy upon a proper written notice to our administrator on contactus@wealth-builder.biz

Please note that premature termination might cause the loss in your actual funds because our software is designed to achieve the performance based on the time period. If case you terminate the contract, we will not stand liable for the loss in your funds.

We also have full right to terminate your service upon the appropriate notice of in case of non-payment of license fee overdue more than 15 days from its due date.

We also hold full rights to cancel the contract between us without showing any reason with a written notice on your email address registered with us with notice period of not less than 15 days and not exceeding 30 days.

7. Intellectual Property

All intellectual property of our proprietary, products and services belongs to us. We allow you only the access and the use of our portals and Software for the performance of the trading transactions. Intellectual Property includes but it is not limited to any copyright on materials, System and, processes, source code, websites, patents, designs, databases, patents, trademarks, methodology, know how, trade secrets, business plans, promotional and marketing material, in

any sort of form. We retain all rights, title and interest in all our Intellectual Property rights, arising out of this Agreement.

8. Use of the Software

We grant you with exclusive and non-transferable license to access and use our proprietary software or third party utilities that we manage, and to benefit from our products and services. You shall not attempt to access or use our website, any utility and applications (i.e. the "System") that we own, or we manage, for any purpose that is not expressly authorized by this Agreement, including but not limited to the following actions: copy, merge or transfer copies, lease, sublicense, distribute, transfer, adapt, upgrade, modify, translate or timeshare, reverse engineer, disassemble, decompile, alter or amend our Intellectual Property, in whole or part; make variations, enhancements or improvements to the System; alter or amend any or all of the content of our on-line accounts or third party accounts that we manage (or any part thereof); use the System (or any part thereof) to store or otherwise archive in any form, any pricing data or other data provided via the System, for any purpose, without our prior consent.

9. Unauthorized Activities

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.

10. Exclusion of Liability

You must be over 18 years of age, so as to enter into a contractual relationship with us.

You are aware that our services are currently provided solely electronically. We are not liable for any system failure either from your side or ours, including but not limited to internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to your system or ours, hardware error, mobile applications non-compatibility with our System, including our proprietary or third party system. We cannot guarantee that the software and / or the system, that we own or we manage, on behalf of a third party, is uninterrupted and error free or available at all times.

You will not transmit to or in any way, whether directly or indirectly, expose our System to any computer virus or other similarly harmful or malicious material or device.

IN NO EVENT SHALL WE BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, SYSTEM, PRODUCTS AND SERVICES, EXCEPT AS STATED IN THIS AGREEMENT.

11. Indemnity

You agree to indemnify us and hold harmless with regard to any loss, damage, liability, cost or expense that we may suffer or incur due to your acts or omissions, misrepresenting, misleading acts or breach of your obligations arising out of this contractual relationship.

You also agree to unconditionally indemnify us from all profits and losses in your account you authorized us to host on our VPS server. You will remain solely owner of all profits and losses occur in your trading account on which our Software works

12. Risk Warning

We are required by law to inform you that Forex is risky. There are various factors, such as the international currency prices volatility, which is very difficult to predict. Do not invest funds that are above your financial abilities. If you would still wish to subscribe to our Wealth Builder software, we will ask you to acknowledge that you are aware of the financial risks.

13. Suspension of Services

In the unlikely event that we may need to suspend our services, on both our proprietary and third party software, we will terminate our relationship with you and subsequently close all open positions at reasonable time. In such case you unconditionally indemnify us from all profits and losses occur in your account and also from the balance subscription and support fee.

14. Data Processing – Privacy Policy

The personal data that we collect from you is safely stored via physical, electronic means and procedural controls and it is treated CONFIDENTIAL, at all times. Your security and data protection is our ultimate goal. We do not distribute, sell or transfer any data of its Clients to any unauthorized, non-affiliated to it, third parties. We may disclose data to third parties, always on a “need to know” basis, for the provision of specific services to us and our customers.

Notwithstanding the above, there are certain cases where information cannot be considered confidential. This occurs where it can be proved that such information is (i) already available to the public, through no act or omission of the recipient or of any other third party owing an obligation of confidence to the receiver; (ii) rightfully received from a third party without any restrictions as to its use or disclosure; (iii) required to be disclosed pursuant to legal or regulatory requirement.

For more information, please read our Privacy Policy

15. Internal / External Links, Broadcasting and Information on our Website

You will see on our website, broadcasts, links to both internal and external websites, such as Live Financial News, relevant to the content and the nature of our services. The scope of this information is to provide you with relevant information to our services, to keep you up to date with the market news, and to give you some background information on the market. These links are not recommendations or advertisement by a third party, but they are to be used purely for information and reference. Hence, we do not assume any liability on the accuracy of such information or for the content of the links and we are not bound by it.

You may be asked to register or subscribe before viewing the content of external links; it is upon your discretion to do so. We do not hold ourselves liable for the material of those links, and / or any exposure that your data may be subject to if you decide to disclose personal information. Notwithstanding the above, if you consider that certain content of external links may be in breach of our rules and policies or they are irrelevant to our business, please notify us by email. We take all reasonable steps to ensure the accuracy of the content published on our website. However, any information published is presented “as of the date published or indicated”, and may be superseded by subsequent market events or for other reasons. In no circumstances, we guarantee the accuracy of such information that is published purely for reference purposes. Subsequently, we shall not accept liability for any loss or damage that may arise directly or indirectly from the content of the information published on our website.

16. Taxation

You may be liable to pay taxes arising out of Forex activities in your account, usually related to the profits generated in your account, depending on the local jurisdictions in which you are a tax resident in. We do not collect any taxes on the activities on your Account on your behalf. Also, we do not provide you with any tax advice and we do not deal with any tax related issues. Please address any tax related concerns to your tax advisor and your Forex Broker.

For Local clients in UAE, we collect 5% Value Added Tax on our subscription fee.

17. Changes to this Agreement

We may, at our discretion, change any or all of the terms of this Agreement, at any time and without prior notice. If you make any transaction on or after the amendments to this Agreement have come into effect, you will be deemed to have accepted the changes.

18. How to make a complaint

If you have a complaint, please communicate it to us via email. Please visit <https://www.wealth-builder.biz> for more details. You should rest assured that we investigate on the matter and take the necessary actions so as to assist you accordingly.

19. Hours of Support Service

We supply support services to our users from 9:00 AM GMT to 6:00 PM GST (Gulf Standard Time) Sunday to Thursday through our website online support option and telephone number published on our website.

20. Unforeseeable Events – Force Majeure

We will not be liable for any failure in performance of the terms of this Agreement if such failure is caused by certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond our reasonable control.

21. Communication

Your communication with us is by telephone, e-mail or fax. Please note that our calls are recorded so as to safeguard and protect your interests and for us to ensure the quality of our services. We may, but we are not obligated, retain any communication with you.

22. Legal notice

This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Agreement at any time. Any later version of this document shall supersede all previous versions.

23. Governing Law

It is within our intentions to resolve any matter of concern or dispute with our clients in an amicable manner. Hence, any dispute, miscommunication will be initially addressed to your personal account manager who will attempt to resolve it directly with you. Any dispute that cannot be mutually resolved shall be referred to an arbitrator that will be appointed by both parties (us and you) in writing. This Agreement is governed by the laws of the Dubai, United Arab Emirates