

# NobleFXM

## Agreement to Open an Account

Effective Date: [TO BE CONFIRMED]

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IT DOES NOT CONSTITUTE FINAL LEGAL ADVICE AND IS NOT INTENDED FOR CLIENT DISTRIBUTION.**

NobleFXM, Ltd  
Saint Lucia International Business Company (IBC)  
Registration No. 2026-00159  
Ground Floor, The Sotheby Building, Rodney Bay, Gros-Islet, Saint Lucia

## AGREEMENT TO OPEN AN ACCOUNT

Effective Date: [TO BE CONFIRMED]

### 1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires:

- "Agreement" means this Agreement to Open an Account, including all schedules, annexes, and any amendments thereto.
- "Company", "we", "us", or "our" means NobleFXM, Ltd, a Saint Lucia International Business Company (IBC) with registration number 2026-00159, registered at Ground Floor, The Sotheby Building, Rodney Bay, Gros-Islet, Saint Lucia, P.O. Box 838, Castries, Saint Lucia.
- "Client", "you", or "your" means the individual or legal entity that has applied for and been approved to open a trading account with the Company.
- "Account" means the trading account(s) opened and maintained by the Client with the Company.
- "CFD" or "Contract for Difference" means a contract between the Client and the Company, the value of which is derived from the price movement of an underlying financial instrument.
- "Leverage" means the ratio of the notional value of a position to the margin required to open that position.
- "Margin" means the funds required to be deposited and maintained in the Client's Account as collateral for open positions.
- "Order" means an instruction from the Client to the Company to open or close a position in a financial instrument at a specified or market price.
- "Platform" means the electronic trading platform(s) made available by the Company, including MetaTrader 5 (MT5) and TradeLocker.
- "Spread" means the difference between the bid (sell) price and the ask (buy) price of a financial instrument as quoted on the Platform.
- "STP" means Straight-Through Processing, where client orders are routed directly to liquidity providers.
- "Business Day" means any day on which banks are open for business in Saint Lucia, excluding Saturdays, Sundays, and public holidays.

### 2. SCOPE AND ACCEPTANCE

This Agreement governs the relationship between the Client and the Company with respect to the provision of trading services, including the execution of CFD transactions on the Company's Platforms.

By submitting an account application and/or using the Company's services, the Client acknowledges that they have read, understood, and agree to be bound by this Agreement, the Disclosure of Trading Risks, the Privacy Policy, the Leverage and Margin Policy, and all other legal documentation made available on the Company's website at [www.noblefxm.com](http://www.noblefxm.com).

This Agreement, together with the documents referenced herein, constitutes the entire agreement between the Client and the Company with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings.

### 3. ELIGIBILITY AND ACCOUNT OPENING

#### 3.1 Eligibility Requirements

To open an Account with the Company, you must:

- Be at least eighteen (18) years of age or of the legal age to enter into binding contracts in your country of residence
- Not be a resident or citizen of the United States of America or any other jurisdiction where the provision of the Company's services would be prohibited by applicable law or regulation
- Not be a resident or national of the Democratic People's Republic of Korea, Iran, South Sudan, Sudan, Yemen, or any other restricted jurisdiction as set out in the Company's Anti-Money Laundering Policy

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- Successfully complete the Company's Know Your Customer (KYC) and Anti-Money Laundering (AML) verification process
- Provide accurate, complete, and current information during the application process

### 3.2 KYC and Verification

The Company is required to verify your identity and residential address before activating your Account and permitting withdrawals. You agree to provide all documentation and information requested by the Company for this purpose, including but not limited to government-issued photo identification, proof of residential address, and selfie or liveness verification. Please refer to the Company's KYC Verification Policy for full details.

### 3.3 Account Types

The Company offers the following account types, each with different trading conditions:

- 100% Deposit Bonus Account — Minimum deposit: \$10; Spreads from 1.0 pips; Commission: \$15 per lot; Leverage up to 1:500; STP execution
- ECN Raw Spread Account — Minimum deposit: \$500; Spreads from 0.0 pips; Commission: \$7 per lot; ECN Tier-1 Pool execution
- STP Standard Account — Minimum deposit: \$100; Spreads from 1.0 pips; Zero commission; Leverage up to 1:500; STP execution

The Company reserves the right to modify the terms, conditions, and availability of any account type at any time upon reasonable notice to affected clients.

### 3.4 Account Approval

The Company reserves the right to refuse to open an Account or to close an existing Account at its sole discretion, without being required to provide reasons. The Company may decline applications where KYC/AML verification cannot be satisfactorily completed, where the applicant is from a restricted jurisdiction, or for any other reason.

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## 4. SERVICES

4.1 The Company provides execution-only trading services in CFDs on the following asset classes: foreign exchange (forex) pairs, precious metals (including gold, silver, platinum, and copper), indices, cryptocurrency CFDs, stock CFDs, and commodities (including energies).

4.2 The Company does not provide investment advice, portfolio management, tax advice, or personal recommendations. Any research, market analysis, commentary, or other information provided by the Company is for general informational purposes only and does not constitute investment advice or a personal recommendation.

4.3 The Company provides trading access through MetaTrader 5 (MT5) and TradeLocker platforms. The availability and features of each Platform may vary.

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## 5. ORDER EXECUTION

### 5.1 Execution Model

The Company operates an STP (Straight-Through Processing) execution model. Client orders are routed to third-party liquidity providers for execution. The Company may also offer ECN (Electronic Communication Network) execution for eligible account types, where orders are matched with the best available prices from a pool of Tier-1 liquidity providers.

### 5.2 Pricing and Spreads

Prices quoted on the Platform are derived from the Company's liquidity providers and may differ from prices available on other platforms or exchanges. Spreads are variable and may widen during periods of low liquidity, high volatility, or around major news events.

### 5.3 Slippage

Slippage may occur when an Order is executed at a price different from the price requested by the Client. Slippage

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can be positive (execution at a better price) or negative (execution at a worse price). Slippage is more likely to occur during periods of high volatility, low liquidity, or when large orders are placed.

### 5.4 Requotes and Rejections

In certain market conditions, the Company or its liquidity providers may requote or reject an Order if the requested price is no longer available. The Company shall endeavour to minimise quotes and rejections but makes no guarantee that all Orders will be executed at the requested price.

[COUNSEL TO REVIEW: Assess whether a standalone Order Execution Policy / Best Execution Policy is required under any applicable regulation.]

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## 6. FEES, COMMISSIONS, AND CHARGES

6.1 The Client acknowledges that trading with the Company may involve the following costs:

- Spreads — the difference between bid and ask prices
- Commissions — per-lot charges as specified for the Client's account type
- Swap/overnight financing charges — applied to positions held open past the daily rollover time
- Currency conversion fees — where the Client trades instruments denominated in a currency other than their account base currency
- Inactivity fees — [SPECIFY: amount and period, e.g., \$X per month after Y months of inactivity]
- Deposit and withdrawal fees — as detailed in the Company's Deposits Policy and Withdrawal Policy

6.2 Current fee schedules are published on the Company's website. The Company reserves the right to amend its fee structure upon reasonable notice. It is the Client's responsibility to review the applicable fees before placing any trades.

[COUNSEL TO REVIEW: Confirm that all material fees and charges are adequately disclosed. Assess whether a standalone Fee Schedule document should be maintained.]

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## 7. MARGIN AND LEVERAGE

7.1 You are required to deposit and maintain sufficient margin in your Account to support your open positions. Margin requirements vary by instrument and account type. Current margin requirements are set out in the Company's Leverage and Margin Policy.

7.2 If the equity in your Account falls below the margin call level, you will be notified to deposit additional funds. If your account equity falls to the stop-out level, the Company may automatically close some or all of your open positions to limit further losses.

7.3 The Company reserves the right to change leverage, margin requirements, and stop-out levels at any time, with or without prior notice in the case of extraordinary market conditions.

7.4 It is your sole responsibility to monitor your Account and to ensure that you have sufficient margin to support your open positions at all times.

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## 8. DEPOSITS AND WITHDRAWALS

8.1 You may deposit funds into your Account using the methods specified in the Company's Deposits Policy. All deposits must originate from a payment source in the Client's name.

8.2 Withdrawals are processed in accordance with the Company's Withdrawal Policy. The Company may require you to complete KYC verification and to submit a withdrawal request through the Platform or Client Area.

8.3 The Company adheres to the principle of returning funds to the original source of deposit where possible, in compliance with AML regulations. Please refer to the Company's Anti-Money Laundering Policy and Withdrawal Policy for details.

8.4 The Company reserves the right to delay or refuse a withdrawal where it has reasonable grounds to suspect fraud, money laundering, or non-compliance with this Agreement or any applicable law.

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### 9. CLIENT MONEY

9.1 Client funds deposited with the Company are held in segregated sub-accounts in the name of each client, separate from the Company's own operating funds.

9.2 The Company will not use client funds for its own business purposes, hedging, or investment activities.

[COUNSEL TO REVIEW: Confirm the segregation arrangements in detail, including the identity of the banking institution(s) holding client funds, the jurisdiction(s) of such accounts, and the level of protection afforded to client funds under Saint Lucia law in the event of the Company's insolvency.]

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### 10. PLATFORM AND TECHNOLOGY

10.1 The Company grants the Client a non-exclusive, non-transferable, revocable licence to use the Platform(s) for the sole purpose of conducting trading activities through the Company.

10.2 The Client is responsible for maintaining adequate hardware, software, and internet connectivity to access and use the Platform. The Company is not responsible for losses resulting from the Client's failure to maintain suitable technology.

10.3 The Company shall use reasonable efforts to maintain the availability and performance of the Platform but does not guarantee uninterrupted or error-free operation. The Company may suspend Platform access for maintenance, upgrades, or in the event of emergency market conditions.

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### 11. INTELLECTUAL PROPERTY

All intellectual property rights in the Company's Platforms, website, trading tools, content, and proprietary materials are owned by the Company or its licensors. The Client may not copy, reproduce, distribute, reverse-engineer, or create derivative works from any such materials without the Company's prior written consent.

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### 12. CONFIDENTIALITY AND DATA PROTECTION

The Company will process your personal data in accordance with its Privacy Policy and applicable data protection laws. By entering into this Agreement, you consent to the collection, processing, and storage of your personal data as described in the Privacy Policy.

You agree to keep your account credentials confidential and to notify the Company immediately if you suspect unauthorised access to your Account.

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### 13. COMPLAINTS AND DISPUTES

If you have a complaint about the Company's services, please submit it in accordance with the Company's Dispute Resolution Policy. The Company shall endeavour to acknowledge and resolve complaints in a fair, timely, and transparent manner.

[COUNSEL TO REVIEW: Confirm whether the Agreement should reference a specific external dispute resolution body or ombudsman.]

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### 14. LIMITATION OF LIABILITY

14.1 The Company shall not be liable for any loss, damage, cost, or expense (including lost profits) incurred by the Client arising from:

- Market movements, price changes, or the execution of the Client's trading decisions
- Technology failures, internet connectivity issues, power outages, or platform errors beyond the Company's reasonable control
- Acts of God, war, terrorism, natural disaster, pandemics, government action, or other force majeure events
- Delays in order execution, slippage, or requotes occurring in normal market conditions

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- The Client's failure to understand the risks of CFD trading, as disclosed in the Disclosure of Trading Risks
- Unauthorised access to the Client's Account resulting from the Client's failure to safeguard their credentials

14.2 To the maximum extent permitted by applicable law, the Company's total aggregate liability to the Client under or in connection with this Agreement shall not exceed the total amount of fees and commissions paid by the Client to the Company in the twelve (12) months immediately preceding the event giving rise to the claim.

[COUNSEL TO REVIEW: Assess the enforceability of liability limitations under Saint Lucia law and any other applicable jurisdictions. Confirm whether any liability exclusions are prohibited.]

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## 15. INDEMNIFICATION

The Client agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or in connection with the Client's breach of this Agreement, misuse of the Company's services, or any unlawful or fraudulent activity in connection with the Client's Account.

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## 16. TERMINATION

16.1 Either party may terminate this Agreement at any time by providing written notice to the other party. The Client may close their Account by contacting the Company at support@noblefxm.com.

16.2 The Company may suspend or terminate the Client's Account immediately without prior notice if:

- The Client breaches any material term of this Agreement
- The Company suspects fraudulent, illegal, or abusive activity in connection with the Client's Account
- The Company is required to do so by law, regulation, or order of a competent authority
- The Client fails to provide requested KYC documentation within the specified timeframe
- The Client is or becomes a resident of a restricted jurisdiction

16.3 Upon termination, all open positions will be closed at prevailing market prices, and any remaining funds (less any outstanding fees, charges, or liabilities) will be returned to the Client in accordance with the Company's Withdrawal Policy.

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## 17. AMENDMENTS

The Company reserves the right to amend this Agreement at any time. Material amendments shall be notified to the Client via email or through the Company's website at least [SPECIFY: e.g., 10 Business Days] prior to taking effect. The Client's continued use of the Company's services after the effective date of any amendment shall constitute acceptance of the amended terms. If the Client does not agree to the amended terms, they may terminate this Agreement in accordance with Section 16.

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## 18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Saint Lucia. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Saint Lucia, without prejudice to the Client's right to pursue alternative dispute resolution as set out in the Company's Dispute Resolution Policy.

[COUNSEL TO REVIEW: Assess whether the choice of law and jurisdiction clause is enforceable against retail clients in key target jurisdictions (e.g., EU/EEA). Consider whether an arbitration clause should be included.]

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## 19. ELECTRONIC COMMUNICATIONS

The Client consents to receiving all communications from the Company electronically, including via email, through the Platform, or through the Company's website. Electronic communications shall be deemed to have been received by the Client on the date and time of transmission. It is the Client's responsibility to ensure that their contact details are

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kept up to date.

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## 20. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

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## 21. WAIVER

No failure or delay by the Company in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

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## 22. ENTIRE AGREEMENT

This Agreement, together with the Disclosure of Trading Risks, Privacy Policy, Leverage and Margin Policy, Anti-Money Laundering Policy, KYC Verification Policy, Deposits Policy, Withdrawal Policy, and any other documents referenced herein, constitutes the entire agreement between the Client and the Company. This Agreement supersedes all prior agreements, negotiations, representations, and understandings between the parties.

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