

CLIENT SERVICES AGREEMENT

This Client Services Agreement (the “Agreement”) governs the relationship between FINO GLOBAL LTD a licensed investment dealer regulated by the Financial Services Commission of Mauritius (FSC) under authorization number C169719 and license number GB19025095 (the “Company”, “we”, or “us”), a private company limited by shares organized under the laws of Mauritius. And Fino Global PA Ltd, registered number HE 470020, Louki Akrita 14, 3030 Limassol Cyprus , and any user (the “Client” or “you”) who accesses or uses our services through our website and electronic trading platforms.

By clicking "**I Agree**" or by continuing to use our services, you acknowledge that you have read, understood, and accepted this Agreement in its entirety. This Agreement is legally binding and forms the basis of your relationship with us.

WHEREAS:

The Company is a licensed investment dealer that provides investment and ancillary services through its website and through its electronic system over the Internet (hereafter the “**Trading Platforms**”).

The Company is authorized and regulated by the Financial Services Commission of Mauritius (“**FSC**”), under authorization number C169719 and license number GB19025095.

The Company is registered at the address: Suite 803, 8th floor, Hennessy Street, Port Luis, Mauritius.

The Company processes all Transactions (as defined below) through its website.

The Company will provide investment services strictly under and in accordance with the terms and conditions of this Agreement.

The relationship between the Client and the Company shall be governed by this Agreement.

NOW, THEREFORE, in and for the consideration of the mutual covenants and agreements contained herein, the Parties hereby covenant and agree as follows:

1. COMMUNICATION WITH US

You may communicate with us by writing or orally (including by telephone). The language of

communication shall be English, and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavor to communicate with you in other languages. By accepting and agreeing to the terms and conditions of this Agreement, you accept the following terms and conditions, and all the policies included in the official website of the company **finoglob.com**

The Company is free to use any idea, concept, know-how or technique or information contained in your communications for any purpose including, but not limited to, developing and marketing products. The Company monitors your communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the website, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the way the Company monitors your communications.

The Company may record telephone conversations to ensure that the services provided are being delivered in accordance with quality assurance guidelines and the Company's standards. Such records will be the Company's property.

2. MEMBERSHIP ELIGIBILITY

Services are available and reserved only for individuals or legal entities that have established a legally binding contract under the laws applicable in their country of residence. Without limiting the below mentioned terms, our Services are not available to people aged under the age of 18 or who have not attained the legal age ("**Minors**"). To avoid any doubt, we disclaim any liability for unauthorized use by Minors of our Services in any manner or another. The Company reserves the right to cancel such trading activity and refund only the deposit back to the original source.

Without limiting the above-mentioned provisions, our Services are not available in areas where their use is illegal, and the Company reserves the right to refuse and/or cancel access to its Services to anyone at its sole convenience.

For the avoidance of doubt, the ability to access our website does not necessarily mean that our services, and/or your activities through it, are legal under the laws, regulations or directives relevant to your country of residency.

Prohibited Countries

In accordance with international regulatory obligations and the Company's internal compliance standards, the Services of the Company are strictly unavailable to individuals or legal entities residing in, registered in, or otherwise connected to the following jurisdictions: Afghanistan, Albania, Barbados, Botswana, Burkina Faso, Burma, Burundi, Cambodia, Cayman Islands, Central African Republic, Crimea, Cuba, Democratic People's Republic of Korea (DPRK), Democratic Republic of the Congo, Ghana, Haiti, Iran, Iraq, Jamaica, Lebanon, Libya, Mali, Morocco, Myanmar, Nigeria, Nicaragua, Pakistan, Palestine, Panama, Senegal, Somalia, South

Sudan, South Africa, Sudan, Syria, The Bahamas, Trinidad and Tobago, Uganda, UAE, Venezuela, Yemen, and Zimbabwe.

Additionally, the Company does not provide Services to individuals or entities listed on the FATF Black List (including North Korea, Iran, and Myanmar), or any individual, entity, or jurisdiction subJect to international sanctions, including those imposed by the European Union (EU), United Nations (UN), Office of Foreign Assets Control (OFAC – USA), and Her Majesty's Treasury (UK HMT).

The Company reserves the right to update this list at its sole discretion in order to comply with applicable laws, regulations, or internal compliance policies.

Fino Global PA Ltd is not mentioned in the T&C and client agreement – merchant name and registered address are missing. Only the licensed entity is mentioned. Please add Fino Global PA Ltd to T&Cs and client agreement include the address

3. DEFINITIONS – INTEPRETATION

“Account” means the personal trading account the Client maintained with the Company and designated with a unique account number.

“Access Codes” means the username and password given by the Company to the Client for accessing the Company's website.

“Agreement” means this agreement setting out the terms and conditions pursuant to which the Services are being offered by the Company.

“Applicable Regulations” means all relevant laws, regulations or other rules, guidelines, practice directions or circulars issued by FSC and governing the operations of licensed investment dealers under Mauritius law and all other applicable laws and rules in force from time to time.

“Balance” means the sum held on behalf of the Client on its Client Account within any time period.

“Business Day” means a day which is not a Saturday or a Sunday or a public holiday in Mauritius or any other holiday to be announced by the Company on its website or by any other means of communication.

“LSP Authorization” means the investment dealer license the Company has obtained from FSC, as this may be amended from time to time and which sets out the investment and ancillary services the Company is authorized to provide.

“Company’s website” means the following website is **finoglob.com**

“CFD” means ‘contract for difference’ consists of an agreement (contract) to exchange the difference in value of a particular currency, commodity, share, index or cryptocurrency between the time at which a contract is opened and the time at which it is closed. Gains or losses are made based on how the underlying instruments prices change relative to the price at the initiation of the contract.

“FSC” means the Financial Services Commission of Mauritius.

“Execution” means the execution of Clients’ orders on the Company’s trading platform, where the Company acts as an Agent to Clients’ Transactions.

“Financial Markets” means international financial markets in which financial instruments exchange rates are determined in multi-party trade.

“Financial Instruments” means any of the financial instruments offered by the Company and which are defined as such under Applicable Regulations.

“Operating (Trading) Time of the Company” means a time within a business week, where the trading terminal of the Company provides the opportunity of trading operations. The Company reserves the right to alter this time as it sees fits, upon notification to the Client.

“Order” means the request/instruction given by the Client to the Company to open or close a position in the Client’s Account.

“Services” means the investment and ancillary services which will be provided by the Company to the Clients and are governed by this Agreement as these are described in Paragraph 5 of this Agreement.

“Transaction” means any type of transaction subject to this Agreement effected in the Client’s trading account(s) including but not limited to deposit, withdrawal, open trades, closed trades and any other transaction of any financial instrument.

In this Agreement, all the words that denote only the singular number will also comprise the plural, wherever the above-mentioned definitions apply and vice versa, and the words that denote natural persons will comprise legal persons and vice versa. Words denoting any gender include all the genders and whenever reference is made to the terms “Paragraphs”, “Sections” and “Appendices” it concerns paragraphs, sections and appendices of this Agreement.

The headings of the Sections are only used for facilitating the reference and they do not affect their interpretation. References to any law or regulation will be considered to comprise references to

that law or regulation as this can be altered or replaced from time to time or, similarly, to be extended, re-enacted or amended.

4. PROVISION OF SERVICES

The following are the investment services which the Company is authorized to provide in accordance with its LSP authorization are governed by this Agreement:

It shall be clarified and noted that the Company deals on an execution-only basis and does not advise on the merits of specific transactions, or their taxation consequences.

You assume all responsibility in relation to any investment strategy, transaction or investment, tax costs, and for any consequences brought by/from any Transaction that you perform, and the Company shall not be held responsible, nor you shall rely on the Company for the above-mentioned.

Where the Company provides general trading recommendations, market commentary or other information in its newsletters and/or website:

- This is incidental to your dealing relationship with the Company. It is provided solely to enable you to make own investment decisions and does not result to and should not be construed as investment advice;
- If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons;
- The Company gives no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;
- You accept that prior to its dispatch, the Company may have made use of the information on which it is based. The Company does not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other Clients. Any published research reports or recommendations may appear in one or more screen information services.

The Company's operating hours are from 00:01 GMT on Sunday to 23:59 GMT on Friday, excluding holidays. The Company reserves the right to suspend or modify the operating hours on its own discretion and on such an event its website will be updated without delay in order to inform you accordingly.

5. ACCOUNT OPENING INFORMATION AND REQUIREMENTS

When you register for the above-mentioned Services, the Company will ask you to provide certain identifying information. You acknowledge your willingness to share with the Company

certain personal information which it uses to confirm your identity. This information is collected in line with our verification procedures which are used to deter international money laundering operations and to ensure the security and safety of our Clients' trading activity throughout and is subject to the Company's "Privacy Policy". Each Client is entitled to have one (1) account. The Company will treat with care the information you entrust to the Company, in accordance with the disclosures it provides during the Registration process and in its Privacy Policy.

By registering with the Company, you confirm and agree that you consent to the use of all or part of the information you supply concerning your trading account, the Transactions you undertake through it and the interactions which you perform with the Company on behalf of the Company. All interactions you undertake with the Company will be stored by the Company for the purposes of record keeping and may be employed by the Company in cases that disputes arise between you and the Company or on request by FSC or any other competent authority.

6. GUARANTEES ON BEHALF OF THE CLIENT

You state, confirm and guarantee that any funds handed to the Company for trading purposes belong exclusively to you and are free of any lien, charge, pledge or any other burden. Further, whatever funds handed over to the Company by you are not in any manner whatsoever directly or indirectly proceeds of any illegal act or omission or product of any criminal activity.

You act for yourself and not as a representative or a trustee of any third person.

You agree and understand that if the Company has such proofs that you do not act for yourself and such proofs are adequate to indicate that certain amounts, as classified above, received by you are proceeds from illegal acts or products of any criminal activity and/or belonging to a third party, the Company reserves the right to refund these amounts to the sender, either this being you or a beneficial owner of a legal entity. Furthermore, you also agree and understand that the Company may reverse any Transactions performed in your Trading Account and may terminate this agreement. The Company reserves the right to take any legal action against you to cover and indemnify itself upon such an event and may claim any damages caused to the Company by you as a result of such an event.

You declare that you are over 18 (eighteen) years old or that you have full legal capacity, in the case of a legal person, to enter into this Agreement.

You understand and accept that all Transactions in relation to trade in any of the Financial Instruments will be performed only through the Trading Platforms provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever.

You guarantee the authenticity and validity of any document handed over by the Client to the Company. You understand and accept that the Company is unable to provide you with any legal advice or assurances in respect of your use of the Services and the Company makes no representations whatsoever as to the legality of the Services in your jurisdiction.

7. ELECTRONIC TRADING

The Company will provide you with Access Codes for gaining online access to the Company's website and/or trading platforms, thereby being able to place orders for any Financial Instrument available from the Company and entering into Transactions with the Company. Further, you will be able to trade on the Company's Trading Platforms with and through the Company with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, you understand that the Company can, at its absolute discretion, terminate your access to the Company's systems in order to protect both the Company's and your interests and to ensure the systems' effectiveness and efficiency.

You agree that you will keep the Access Codes in a safe place chosen at your discretion and will not reveal them to any other person. You will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platforms.

You agree not to attempt to abuse the Trading Platforms in an attempt to make illegal profits or to attempt to profit by taking advantage of the server latency, or applying practices such as price manipulation, lag trading, time manipulation.

You are responsible for all acts or omissions that occur within the Company's Website by using your registration information. If you believe that someone has used or is using your registration information, username or password to access any Service without your authorization, you should notify the Company immediately. You must make every effort possible to keep the Access Codes secret and known only to you and you will be liable for any Orders received by the Company through your trading Account under your Access Codes. Further, any Orders received by the Company will be considered as received from you.

You are responsible to monitor your Account and to notify the Company immediately if it comes to your attention that your Access Codes are lost or being used by an unauthorized third party. Also, you agree to immediately notify the Company should you become aware of any failure by you to receive a message indicating the reception and/or execution of an Order, the accurate confirmation of an execution, any information for your Account balances, orders or Transactions history as well as in case you receive confirmation of an Order that you did not place.

You acknowledge that the Company may choose not to act based on Orders transmitted to the Company using electronic means other than those Orders transmitted to the Company using the predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such Orders.

You agree to use software programs developed by third parties including but not limited to the generality of those mentioned above, browser software that supports Data Security Protocols compatible with protocols used by the Company. Moreover, you agree to follow the access procedure (Login) of the Company that supports such protocols.

The Company will not be held responsible in the event of unauthorized access from third persons to information including, but not limited to, electronic addresses and/or personal data, through the exchange of this data between you and the Company and/or any other party using the Internet or other network or electronic means available.

The Company is not responsible for any power cuts or failures that prevent the use of the system and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under this Agreement because of network connection or electricity failures.

The Company reserves the right to ask you to give instructions regarding your Transactions by other means that it deems appropriate.

The Company shall have no liability for any potential damage you may suffer due to transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network

overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to electronic systems/trading platforms may be limited or unavailable due to such system errors, and that the Company reserves its right upon notifying you to suspend access to electronic systems/trading platforms for this reason.

The Company has the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where the Company consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default (as defined in Section 25 hereof), network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of a service may be terminated automatically, upon the termination (for whatever reason) of any license granted to the Company which relates to any particular service; or this Agreement. The use of a service may be terminated immediately if the service is withdrawn by any market or the Company is required to withdraw the facility to comply with Applicable Regulations.

8. FINANCIAL INFORMATION

Through one or more of its Services, the Company makes available to you a wide range of financial information that is generated internally, from agents, suppliers or partners ("Third-Party Providers"). This includes, but is not limited to financial market data, quotes and news, analyst opinions and research reports, graphs and data ("Financial Information").

The financial information provided on the Company's website is not intentional investment advice. The Company and its Third-Party Providers do not warrant the accuracy, timeliness, and completeness or correct sequencing of the financial information, or results of your use of this

financial information. Financial information may promptly become unreliable for various reasons, including, for instance, changes in market conditions or economic circumstances.

It is your responsibility to verify the reliability of the information on the Company's website and its suitability for your needs. We exclude all liability for any claim, damage or loss of any kind caused by information contained in the Company's website or referenced by the Company's website.

9. ORDERS – INSTRUCTIONS AND BASIS OF DEALINGS

Reception and Execution of Transactions

You can place an Order via the Company's trading platform. Once your instructions or Orders are received by the Company, they cannot be revoked, except with the Company's written consent which may be given at the Company's sole and absolute discretion.

You place your market request at the prices you see on your terminal/platform and the execution process is initiated. Due to the high volatility of the market as well as the internet connectivity between the Client terminal and the server, the prices requested by the Client and the current market price may change during this process.

You have the right to use the Power of Attorney to authorize a third person (representative) to act on behalf of you in all business relationships with the Company. The Power of Attorney should be provided to the Company accompanied by all identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until the written termination by you.

The Company uses its reasonable endeavors to execute any order promptly, but in accepting your orders the Company does not represent or warrants that it will be possible to execute such order or that execution will be possible according to your instructions. In case the Company encounters any material difficulty in carrying out an order on your behalf, for example in case the market is closed and/or due to illiquidity in financial instruments and other market conditions, the Company shall promptly notify you. Orders can be placed, executed, changed or removed only within the operating (trading) time and shall remain effective through the next trading session. Your Order shall be valid and in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for an indefinite period.

The Company may require you to limit the number of open positions which you may have with the Company at any time and the Company may in its sole discretion close out any one or more Transactions to ensure that such position limits are maintained. The position limits will be notified in advance to you either through the Company's website or trading platforms.

If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to withdraw the specific financial instrument from the Company's trading platform.

The Company has the right to set control limits in relation to your orders at its own and absolute discretion. Such limits may be amended, removed or added and may include without limitation:

- 1) controls over maximum order amount and size;
- 2) controls over the electronic systems and/or trading platforms to verify, for example, your identity during the receipt of the order; or
- 3) any other limits, parameters or controls which the Company may deem required to be implemented in accordance with Applicable Regulations.

There may be restrictions on the number of Transactions that you can enter into on any one day and in terms of the total value of those Transactions. You acknowledge that some markets place restrictions on the types of orders that can be directly transmitted to their electronic trading systems. These types of orders are sometimes described as synthetic orders. The transmission of synthetic orders to the market is dependent upon the accurate and timely receipt of prices or quotes from the relevant market or market data provider. You acknowledge that a market may cancel a synthetic order when upgrading its systems, trading screens may drop the record of such an order, and you enter such orders at your own risk. You shall refer to the Company's website for details of the restrictions/limits imposed on Transactions performed through its electronic systems and/or trading platforms.

Execution Policy

The Company takes all reasonable steps to obtain the best possible results for its Clients. The Company's Best Execution Policy sets out a general overview on how orders are executed as well as several other factors that can affect the execution of a financial instrument. You acknowledge and accept that you have read and understood the "Best Execution Policy", which was provided to you during the registration process, and which is uploaded on the Company's website.

You agree that the Company may execute an order on your behalf outside a regulated market and/or an MTF and that the Company's Order Execution Policy will not apply when you place a specific instruction. The execution venue to all Clients' orders will be a duly authorized market maker.

10. CONFIRMATIONS

Confirmations for all Transactions that have been executed in your Trading Account on a trading day will be available via your online Account through the Trading Platform as soon as the Transactions are executed.

It is your responsibility to notify the Company if any confirmations are incorrect. Confirmations shall, in the absence of manifest errors, be conclusive and binding on you, unless you place your objection in writing within 7 (seven) Business Days. You may request to receive the

Account statement monthly or quarterly via email, by providing such a request to the Company, but the Company is not obliged to provide you with the paper Account statement. The Account statement may be provided at the expense of the Client.

You have the right to authorize a third person to give instructions and/or Orders to the Company or to handle any other matters related to this Agreement, provided that you have notified the Company in writing that such a right shall be exercised by a third party and that this person is approved by the Company and fulfils all of Company's conditions to allow this.

In case you have authorized a third person as mentioned above, it is agreed that if you wish to terminate the authorization, it is your full responsibility to notify the Company of such decision in writing. In any other case, the Company will assume that the authorization is still ongoing and will continue accepting instructions and/or Orders given by the authorized person on behalf of you.

In case of Transactions where the Company trades as principal, in particular with regards to unlisted securities, the Company will, before entering into such Transactions disclose to you that the Company is entering into such Transactions as principal.

11. PRICING

The Company will quote prices at which it is prepared to deal with you. Same where:

- 1) The Company exercises any of its rights to close out a Transaction; or
- 2) A Transaction closes automatically,

It is your responsibility to decide whether you wish to deal at the price quoted by the Company. The Company's prices are determined by the Company in the manner set out in the enclosed terms.

Each price shall be effective and may be used in a dealing instruction prior to the earlier date of its expiration time and the time, if any, at which it is otherwise withdrawn by the Company. A price

may not be used in dealing instruction after such time. Each price shall be available for use instruction for a Transaction with a principal amount not to exceed a maximum determined by the Company. You acknowledge that these prices and maximum amounts may differ from prices and the maximum amounts provided to other Clients of the Company and may be withdrawn or changed without notice. The Company may in its sole discretion and without prior notice to you immediately cease the provision of prices in some or all currency pairs and for some or all value dates at any time.

When the Company quotes a price, market conditions may move between Company's sending of the quote and the time your order is executed. Such a movement may be either in your favor

or against it. Prices that may be quoted and/or traded upon, from time to time, by other market makers or third parties shall not apply to trade between the Company and you.

12. REFUSAL TO EXECUTE ORDERS

The Company has the right, at any time and for any reason and without giving any notice and/or explanation, to refuse, at its discretion, to execute any Order, including without limitation in the following cases:

- 1) If you fail to provide the Company with any documents requested from you either for Client identification purposes or for any other reason.
- 2) If the Company suspects or has concerns that the submitted documents may be false or fake.
- 3) If you do not have the required funds deposited in your Account.
- 4) If the Company is informed that your credit or debit card (or any other payment method used) has been lost or stolen.
- 5) If the Company considers that there is a chargeback risk.
- 6) If the Company has adequate reasons to suspect that the execution of an Order is part of an attempt to manipulate the market, trading on inside information, relates to money laundering activities or if it can potentially affect in any manner the reliability, efficiency, or smooth operation of the Trading Platform.
- 7) If you do not have sufficient available funds deposited with the Company or in your bank account to pay the purchase price of an Order along with the respective fees and commissions necessary to carry out the Transaction in the Trading Platform. In the event that the Company does refuse to execute an order, such refusal will not affect any obligation which you may have towards the Company or any right which the Company may have against you or your assets.
- 8) If the order is a result of the use of inside confidential information (insider trading).

It is understood that any refusal by the Company to execute any order shall not affect any obligation which you may have towards the Company or any right which the Company may have against you or your assets.

You declare that you shall not knowingly give any Order or instruction to the Company that might instigate the Company to take action in accordance with the Paragraph above.

13. CANCELLATION OF TRANSACTIONS

The Company has the right to cancel a Transaction if it has adequate reasons/evidence to believe that one of the following has been incurred:

- 1) Fraud/illegal actions led to the Transaction,
 - 2) Orders placed on prices that have been displayed due to system errors or system malfunctions either of those of the Company or of its third-party service providers.
 - 3) The Company has not acted upon your instructions.
 - 4) The Transaction has been performed in violation to the provisions of this Agreement.
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14. SETTLEMENT OF TRANSACTIONS

The Company shall proceed to a settlement of all Transactions upon execution of such Transactions. Acquisition of a financial contract is completed when the financial contract has been customized, the premium (or the margin, as the case may be) has been calculated and payment has been verified. You agree to be fully and personally liable for the due settlement of every Transaction entered into under your account with the company.

15. BONUS AND PROMOTIONS POLICY

The Company offers several attractive Bonus programs to its new and existing Clients, who have activated their trading account. Bonuses and/ or financial awards and/ or promotions ("Bonuses") rewarded to Clients are part of the Company's promotions program. These Bonuses have limited time offers and their conditions can be subject to change. Prior to accepting any Bonuses offer, Clients will be given the opportunity to consider the terms and conditions associated with each Bonus scheme in order to fully understand how the scheme works as well as its T & C.

The Clients are not required to accept any Bonuses offered by the Company; all Bonuses are optional. The Clients may choose not to accept a Bonus. In these circumstances, the Clients will not be bound to the terms relating to the Bonus. By accepting the Bonuses offered, the Clients will be bound by the guidelines, provisions and terms of the Bonus programs, provided that they have fully understood and agreed with the terms and conditions of this agreement.

The type of bonus offered by the company is called an "equity bonus". The very name suggests that any amount of bonus provided to the Trader will be visible and reflected in the equity parameter of the trading account. This in turn means that the bonus can be used for trading (or more precisely, opening well as a safety net, for better margin levels. The reason why the bonus is not reflected in the balance is the fact that it is not a withdrawable amount, in any circumstance.

1 Trade on us - This is the first closed trade which was placed after the deposit and can be covered up to a specific amount by the company in case of a loss. You will need to inquire with your account how much you would be covered as it depends on your investment.

Trading points - for every 100.000 USD or EUR of Trading Volume, trader gets rewarded with exactly 1 trading point. Upon reaching the level of the bonus with trading points, the trader is eligible to wager the bonus and request it as a payment to the balance of the trading account. This can be done at reaching 25%, 50%, 75% or 100% of the bonus level. If the Trader wagers at a percentage lower than 100%, will get a pay out, but still the whole bonus will be retracted. Bonus wagers are limited to holidays and special deal offers and thus are not valid all year-round.

The company periodically extends special promotional offers to its clients. It is strongly advised that individuals consult their designated account manager to gain comprehensive insights into the intricate terms and conditions accompanying these special promotions. It is essential to emphasize that clients are not obligated to accept these offers presented by the company. Upon opting to partake in a promotional offer and subsequently making an investment therein, clients are bound by the terms and conditions of the offer. It is incumbent upon recipients to diligently fulfill the stipulated requirements. Failure to meet these conditions may lead to the company revoking the promotion, with prior notification.

It is here mentioned that the acceptance and reception of the bonus might come as overwhelming. Due to the extent of the bonus that could, sometimes, exceedingly improve the state of the trader's account. In some instances, traders tend to misuse their bonus' good fortune and spend it all at once. Therefore, we ask the trader to pay attention to the account's status and urge the trader to invest the bonus amount with caution and responsibility.

All of the Company's additions to the bonus terms are final.

The Clients are hereby invited to utilize the Company's bonus in a rightful and justified manner, according to the terms and conditions of this agreement. The Company reserves the right to cancel and even close the trader's account if it suspects any form of abuse or wrongdoing of the bonus by the trader which include reasons as stated in section 22.

The company is to single-mindedly conclude and decide upon whether Clients have abused and/or misused its platform and/or its bonuses.

All of the bonuses and favoring benefits should be utilized in accordance with the offer's predefined period.

In the event of abuse and/or misuse of the bonus terms and, The Company is entitled to revoke the bonus. Should this be the case, the company's decisions shall be final. Any change of bonus terms and conditions is reserved for the company to be revoked and later displayed on its website.

The acceptance of the bonus and its addition to the trader's account bind the trader to the

bonus's terms and conditions here above and hereinafter.

16. CLIENTS FUNDS

Funds belonging to you that will be used for trading purposes will be kept in an account with any bank or financial institution used to accept funds which the Company may specify from time to time and will be held in the Company's name. It is understood that the Company may hold funds on behalf of you in any bank. The legal and regulatory regime applying to any such bank might be different from the legal and regulatory regime in Mauritius and in the event of the insolvency or any other analogous events in relation to that bank, your funds may be treated differently from the treatment which would apply if the funds were held with a bank in an account in Mauritius. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause.

Information regarding your deposits and withdrawals should be sent and received only by the Company's official email address, any other means of communication are not accepted by the Company and shall be considered as fraudulent communication that does not meet the Company's standards.

Should the Client reply to any communication apart from the Company's official email address, the Company shall not be liable for any losses, damage arising out of negligence incurred or suffered by the Client.

It is commonly understood that any amount payable by the Company to you, shall be paid directly to you to a bank account the beneficial owner of which is you. Fund transfer requests are processed by the Company within the time period specified on the Company's official website and the time needed for crediting into your personal account will depend on your bank account provider.

The Company retains the right of set off and may, at its discretion, from time to time and without your authorization, set-off any amounts held on behalf and/or to the credit of you against your obligation to the Company. Unless otherwise agreed in writing by the Company and you, this Agreement shall not give rise to rights of credit facilities.

The Company agrees that all credit balances in the Client's Account, which are not pledged, mortgaged, or subject to a lien or other security interest, shall be payable on demand.

You have the right to withdraw the funds which are not used for margin covering, at any time,

without undue delay, free from any obligations from your Account without closing the said Account.

The Company reserves the right to decline a withdrawal request if the request is not in accordance with certain conditions mentioned in this Agreement or delay the processing of the request if not satisfied on full documentation provided.

The Company reserves the right to decline a withdrawal request if client has misused the bonus, credit or cashback that was provided by the Company until certain requirements are fulfilled. A possible requirement before processing the withdrawal can be either to replace the required amount with a deposit or to reach a certain trading volume.

Example of the trading volume requirement in a timeframe up to 6 months:

- 1) On 1,000 (one thousand) credited bonus/cashback - Required 2,000,000 (two million) trading volume
- 2) On 10,000 (ten thousand) credited bonus/cashback - Required 20,000,000 (twenty million) trading volume
- 3) On 100,000 (one hundred thousand) credited bonus/cashback - Required 200,000,000 (two hundred million) trading volume

In specific cases, a deal could be reached between the Company and the Trader, for the use of a bonus, credit or cashback. A deal can be valid if both Company and Trader have the written form of the agreement signed.

The Company will not, without the express written consent of the Client, use or apply the credit balances in the Client's account for any purpose, including but not limited to, trading, collateralizing, or any other use.

It is within your terms that any incurring bank fees will be paid by you in case of funds withdrawals from your trading account to your designated bank account. You are fully responsible for the payment details that you provided to the Company and the Company accepts no responsibility if you have provided false or inaccurate bank details.

You agree that any amounts sent by you in the Company's bank accounts will be deposited to your trading account at the value date of the payment received and net of any charges/fees charged by the Bank Account providers, or any other intermediary involved in such Transaction process. In order for the Company to accept any deposits from you, the identification of the sender must be verified and ensure that the person depositing the funds is you. If these conditions are not met, the Company reserves the right to refund the net amount deposited via the method used by the depositor.

The Company reserves the right to decline a withdrawal with a specific payment method and to suggest another payment method where you need to complete a new withdrawal request. In the event that the Company is not fully satisfied with the documentation provided in relation to a

withdrawal request, the Company can request additional documentation and if the request is not satisfied, the Company can reverse the withdrawal request and deposit the funds back to your trading account.

When a withdrawal request is submitted, the Company may take up to 5 (five) Business Days to process the request. When your application is approved, please wait for a maximum of 21 (twenty- one) additional calendar days before seeing your funds in your account. – in cases of credit card refunds delay, the Company shall not be held liable.

In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will reverse the affected deposit from your trading account and further reserves the right to reverse any other type of Transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of your trading account(s).

You agree to waive any of your rights to receive any interest earned in the funds held in the Bank Account where your funds are kept. The agreement will also include provisions to ensure that credit balances in the client's account do not form part of the assets of the investment dealer in the event of the dealer's insolvency.

The Company is explicitly prohibited from using or applying the credit balances lying in your Account without your express written consent.

It is hereby acknowledged and agreed that credit balances lying in any Client Account shall not form part of the assets of the Company in the event of the Client's insolvency.

MINIMUM WITHDRAWAL AMOUNTS

When you withdraw funds from your Account, a minimum withdrawal amount of \$50.00 is required. The exact minimum will be based on the currency denomination of the Client Account.

WITHDRAWAL CHARGES

Traders who are members of our Platinum, Black and VIP accounts are granted their first withdrawal free of charge. The exact charges and fees will be based on the currency denomination of the Client Account.

All withdrawals are allocated a service fee of 3.5%. In the event that this percentage (3.5) equals an amount of \$30.00 or below, the trader will then be charged a \$30.00 withdrawal fee. Additionally, the maximum withdrawal service fee is capped at \$3,500.00.

*The commissions of wire withdrawals will be placed onto the beneficiary.

17. DORMANT ACCOUNT PROCEDURE

You acknowledge and confirm that any trading account held with the Company in which you have not placed a trade and/or made a deposit for a period greater than 30 (thirty) calendar days, shall be classified by the Company as an Inactive Account. You further acknowledge and confirm that such Inactive Accounts will be subject to \$100 (one hundred) handling fee or its equivalent in other currency, the exact fee will be based on the currency denomination of the Client Account.

You further agree that any Inactive Accounts, having zero balance/equity, shall be considered as Dormant Accounts. For the reactivation of an Inactive and/or Dormant Account you must contact the Company. The Inactive and/or Dormant Account will then be reactivated subject to, if required, up-to-date Client identification documentation to be provided to the Company.

18. COSTS AND CHARGES

Trading Commissions

The Company applies a transaction-based commission for trade execution. This fee is applied at the time the position is opened and is based on the nominal size of the trade, as follows:

- Micro Trades (0.01–0.19 lots): No commission.
- Standard Trades (0.20–4.99 lots): \$1.50 USD per trade.
- Large Trades (5.00 lots and above): \$3.50 USD per trade.

These commissions apply to trade openings only. No commission is charged for closing a position, unless otherwise specified in a separate agreement.

Commission fees are non-refundable and subject to change upon reasonable notice in accordance with the Company's standard communication practices.

It is the client's responsibility to remain informed of the current commission structure. By placing a trade, the client accepts the applicable commission.

You shall pay our charges as agreed with you from time to time, any fees or other charges imposed by a clearing organization and interest in any amount due to us at the rates then charged by us. Any alteration to charges will be notified to you before the time of the change. The exact fee will be based on the currency denomination of the Client Account. Relevant fees and charges are as such;

In case of any value added tax or any other tax obligations that arise in relation to a Transaction performed on behalf of you or any other action performed under this agreement for you, the amount incurred is fully payable by you and in this respect you must pay the Company immediately when so requested and the Company is fully entitled to debit the account of you with the outstanding amount to be settled (excluding taxes payable by the Company in relation

to Company's income or profits).

Inducements

The Company, further to the fees and charges paid or provided to or by the Client or other person on behalf of the Client, may pay and/or received fees/commission to/from third-parties, provided that these benefits are designed to enhanced the quality of the offered service to the Client and not impair compliance with the Company's duty to act in the best interests of the Client. The Company may pay fee/commission to Affiliates, Introducing Brokers, referring agents or other third parties on a written agreement. This fee/commission is related to a fixed amount per referred Client. The Company may also receive fees/commission as well as other remuneration from third parties based on a written agreement. The Company receives fees/commission from the counterparty through which it executes Transactions. The fee/commission is related to the frequency/volume of Transactions executed through the counterparty.

19. COMPANY LIABILITY AND INDEMNITY

It shall be noted that the Company and any entity related to the Company, will perform Transactions in good faith and with proper due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom the Company receives instructions for the execution of the Orders and/or from which Transactions are carried out on behalf of you, including where this would be the result of negligence, deliberate omission or fraud on the part of the Company.

The Company will not be held liable for any lost opportunities by you that have resulted in either losses or a reduction (or increase) in the value of your Financial Instruments.

In case the Company incurs any claims, losses, damage, liability or expenses that arise throughout the provision of the Services and all related operations that are performed as a mean for these Services to be performed to you as these are agreed in this Agreement or in relation to the potential disposal of your Financial Instruments, you are fully liable for these losses/expenses/ liabilities/claims whereas the Company bears absolutely no responsibility and it is therefore your responsibility to indemnify the Company for the aforementioned.

The Company shall not be held liable for any damage caused to you as a result of any omission, negligence, deliberate omission or fraud by the bank where the Company's bank account is maintained.

The Company shall not be held liable for the loss of Financial Instruments and funds by you in cases where your assets are kept by a third party such as a bank, or for an act which was carried out based on inaccurate information at its disposal prior to being informed by you of any change in the said information.

The Company makes every effort to ensure that the Banks and institutions to which your funds

and/or Financial Instruments are deposited are of good standing and reputation. However, the Company shall not be held liable in the event of a loss resulting from deterioration of the financial standing of a bank or institution, or for an event such as a liquidation, receivership or any other event that causes the Bank or institution of a failure and therefore leads to a loss of all or part of the funds deposited.

Without prejudice to any other terms of this Agreement, the Company will not be liable for:

- 1) Systems errors (Company's or service providers)
- 2) Delays
- 3) Viruses
- 4) Unauthorized use
- 5) For any act taken by or on the instruction of a Market, clearing house or regulatory body.

The Company shall not be liable to you for any partial or non-performance of its obligations hereunder by reason of any cause beyond reasonable control of the Company, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of the Company's custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

Neither the Company nor its directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where the Company has declined to enter into a proposed Transaction). In no circumstance, shall the Company have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise.

You shall pay to the Company such sums as it may from time to time require in or towards satisfaction of any debit balance on any of your accounts with the Company and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which the Company may incur or be subjected to with respect to any of your accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a

result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of the Company's rights.

You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. The Company will not be liable to you for a representation that is not set out in this Agreement and that is not fraudulent.

20. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF

This Agreement shall be valid for an indefinite time period until its termination from either the Company or you or both.

The Agreement may be amended on the following cases:

- Unilaterally by the Company if such amendment is necessary following an amendment of the law or if FSC or any other regulatory authority issues decisions or binding directives which affect the Agreement.
-

21. IMPROPER OR ABUSIVE TRADING AND/ OR UNAUTHORISED ACTIVITIES

The Company's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the trading platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, Clients acknowledge and accept that price misquotations are likely to occur from time to time.

Should the Clients execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping') the Company shall consider this unacceptable behavior. Should the Company determine, at its sole discretion and in good faith, that any of the Clients and/ or any of his/ her representative trading on his/ her behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that any Client is committing any other improper or abusive trading act such as for example:

- 1) orders placed based on manipulated prices as a result of system errors or system malfunctions;
- 2) arbitrage trading on prices offered by our platforms as a result of systems errors; and/or
- 3) fraud/illegal actions that led to the Transaction;
- 4) coordinated Transactions by related parties in order to take advantage of systems errors and delays on systems updates.

Clients agree and acknowledge that they 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.

In such events and where we reasonably believe that any Transaction involves an unauthorized and/ or abusive activity, the Company will have and retain the right to:

- 1) adjust the offered payouts available to such Clients; and/or
- 2) restrict Clients' access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
- 3) obtain from Clients' accounts any historic trading profits that they have gained through such abuse of liquidity as determined by the Company at any time during our trading relationship; and/or
- 4) reject an order or to cancel a trade; and/or
- 5) cancel or reserve any Transaction; and/or
- 6) terminate our trading relationship with immediate effect.

The Company has and will continue to develop any tools necessary to identify fraudulent and/ or unlawful access and use of our Online Trading Facility.

Prohibited and Unlawful Trading Techniques

The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantages of internet delays, commonly known as 'arbitrage', 'sniping' or 'scalping' (hereinafter collectively referred to as "Arbitrage"), cannot exist in an OTC market where the Client is buying or selling directly from the Principal.

The Company reserves the right not to permit the abusive exploitation of Arbitrage on its Online Trading Facility and/or in connection with its services.

Changes in Market Conditions

The Company shall have no obligation to contact you to advise you upon appropriate action in light of changes in Market Conditions or otherwise. Clients agree and acknowledge that trading in Over- The-Counter Market Contract for Differences – CFDs is highly speculative and volatile and that, following execution of any Transaction, Clients are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis.

22. CFD TRADING TERMS

Overnight Interest

A daily financing charge may apply to Forex, CFDs, open positions at the closing of The Company's trading day as regards Forex, CFD. If such financing charge is applicable, it will either be requested to be paid by Client directly to the Company or it will be paid by the Company to Client, depending on the type of FX/CFD and the nature of the position Client holds. The method of calculation of the financing charge varies according to the type of FX/CFD to which it applies. The financing charge will be credited or debited (as appropriate) to the

Client's account on the next trading day following the day to which it relates.

The Company reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of FX/CFDs to which the financing charge applies. For certain types of FX/CFDs, a commission is payable by Client to open and close FX/CFD positions. Such commission payable will be debited from Client's account at the same time as the Company opens or closes the relevant FX/CFD. Changes in our swap interest rates and calculations shall be of our own discretion and without notice. Clients need to always check information for the current rates charged. Information concerning the swap rates for each Instrument is displayed in them on the Trading Platform. Rates may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc.) and due to various risk-related matters that are at the firm's sole discretion.

Any open FX/CFD Transaction held by Client at the end of the trading day as determined by the Company or over the weekend, shall automatically be rolled over to the next Business Day so as to avoid an automatic close and physical settlement of the Transaction. Client acknowledges that when rolling over such Transactions to the next Business Day, a premium may be either added or subtracted from Client's account with respect to such Transaction. Information concerning the swap rates for each Instrument is displayed in the "details" link for each specific Instrument on the Trading Platform

On Wednesday around 00:00 GMT, overnight rollover fees are multiplied by three (x3) in order to compensate for the upcoming weekend.

Expire Transactions and rollover

Trade in CFDs is linked to the market price of a certain base asset, including the market price of future contracts. A few days prior to the expiration date of the base asset to which the CFD linked, the base asset shall be replaced with another asset, and the quotation of the CFD shall change accordingly.

For certain Instruments on our platform that are based on Futures Contracts, we may, in our sole and absolute discretion, set an Expiry Date and time for a specific Instrument. Information concerning the expiration date for each Instrument is displayed in the on the Trading Platform.

In the event we set an Expiry Date for a specific Instrument, it will be displayed on the Trading Platform in the details link for each specific Instrument. You acknowledge that it is your responsibility to make yourself aware of the Expiry Date and time.

If you do not close an open Transaction with respect to an Instrument which has an Expiry Date, prior to such Expiry Date, the Transaction shall automatically close upon the Expiry Date. The Transaction shall close at a price which will be the last price quoted on the Trading Platform immediately prior to the applicable Expiry Date and time.

Islamic Accounts

In the event that Client, due to its observance of Islamic religious beliefs cannot receive or pay interest, Client may elect to designate, in the manner provided by the Company, its trading

account to be an Islamic Account, which is not charged with, or entitled to, overnight interest and/or rollovers.

The Client hereby confirms and/or accepts and/or declares that a request to render their account as Islamic shall only be made due to the said Islamic religious beliefs and for no other reason whatsoever. The Company reserves the right to refuse accepting the request of a Client to designate their account as an Islamic Account, upon its sole and absolute discretion which shall be conclusive and indisputable upon the Client. In the event that Client designates its account as an Islamic account, Client may not keep Transactions in such account open for more than 14 (fourteen) calendar days and may not otherwise abuse such benefit.

The Company may add commission upon each and every one of the trades executed on the Islamic Account; and/or reserves the right to cancel the aforesaid benefit at any time and take any action necessary in The Company's absolute discretion due to abuse of this benefit. Such actions may include, without limitation, the designation of the Islamic Account as a regular account and retroactively effecting required adjustments (e.g., setting off amounts from the account equal to amounts paid by the Company as interest), restrict and/or prohibit the Client from hedging their positions, cancellation of Transactions, and adjustment of account balances.

Types of Orders:

Orders may be placed as market orders to buy or sell as soon as possible at the price obtainable in the market, or on selected products as limit stop orders from trading when the price reaches a predefined level. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are executed consistent with "The Company's Order Execution Policy" and are not guaranteed executable at the specified price or amount, unless explicitly stated by the Company for the specific order.

Execution Practices in Financial Instruments

Slippage

You are warned that Slippage may occur when trading in Financial Instruments. This is the situation when at the time that an Order is presented for execution, the specific price showed to the Client may not be available; therefore, the Order will be executed close to or several pips away from the Client's requested price. So, Slippage is the difference between the expected price of an Order, and the price the Order is executed at. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Please be advised that Slippage is a normal element when trading in financial instruments. Slippage more often occurs during periods of illiquidity or higher volatility (for example due to news announcements, economic events and market openings and other factors) making an Order at a specific price impossible to execute. Your Orders may not be executed at declared prices. Slippage may appear in all types of accounts we offer. It is noted that Slippage can occur also

during Stop loss orders, Limit orders, and other types of Orders. We do not guarantee the execution of your Pending Orders at the price specified. However, we confirm that your Order will be executed at the next best available market price from the price you have specified under your pending Order.

General terms of Use

The Client hereby acknowledges and agrees that the Company may, in its sole discretion, add, remove or suspend from the Trading Platform(s), any Financial Instrument, on any type of Underlying Asset or Market, from time to time in the event of a stock transformation event (for example as the result of a takeover, share consolidation/split, merger, spinoff, nationalization, de-listing, etc.) or if no

Client Positions are held in a particular Financial Instrument at that time. Additionally, in the event we are no longer able to continue to provide an instrument in its existing format, we reserve the right, in our sole discretion, to amend the content or terms of an instrument including its expiry date, trading hours or any other parameters in the instrument details tab by providing you with notice.

Maintaining Account status

In order to maintain a certain account status, you must accumulate a minimum monthly sum of trader points that are required for that account status. You can simply return to any account status by fulfilling the monthly trader points requirement for that account level as long as you meet the minimum deposit criteria or by making minimum required deposits that will automatically upgrade you to the next account level. The monthly trader points requirement and accumulated trader points status can be viewed under your account menu.

Benefits – Takeovers and Transformations (including events such as share consolidations/splits, mergers, takeovers, spinoffs, MBOs, de-listings, etc.). Depending on the circumstances of each event, our policy is to close out any Client open Positions at the market price immediately prior to the event taking place. As a result of such an event, if any Instrument becomes subject to an adjustment as the result of a takeover or transformation action, we shall determine the appropriate adjustment to be made to the contract price or contract quantity as we consider appropriate to account for the diluting or concentrating effect of the action. Such adjustment shall represent the economic equivalent of the rights and obligations of us and you immediately prior to the action.

Account types

Some account types require a certain trading volume to maintain the account type plus benefits. This does not apply to all account types. For clarification, please contact the compliance team and enquire about trading volume requirements per account type.

By accepting these terms and conditions, you accept all conditions applied to account types and benefits, the Company holds the right to amend these terms and conditions when it feels necessary.

23. TERMINATION

You have the right to terminate the Agreement by giving the Company at least 7 (seven) calendar days written notice on the condition that in the case of such termination, all Client's Open Positions shall be closed by the date of termination without derogating all the provision aforementioned therein, including charges, fees and penalties.

The Company may terminate the Agreement by giving you 3 (three) calendar days written notice, specifying the date of termination therein.

The Company may terminate the Agreement immediately without giving any notice in the following cases:

- 1) Death of the Client;
- 2) In case of a decision of bankruptcy or winding up of you is taken through a meeting or through the submission of an application for the aforementioned;
- 3) Termination is required by any competent regulatory authority or body;
- 4) You violate any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented;
- 5) You violate any law or regulation to which you are subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;
- 6) You involve the Company directly or indirectly in any type of fraud;
- 7) An Event of Default as defined in Section 24 of this Agreement occurs; and
- 8) In case the Client does not provide the know your Client ("KYC") documents.

The termination of the Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, you shall pay:

- 1) Any pending fee of the Company and any other amount payable to the Company;
- 2) Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- 3) Any damages which arose during the arrangement or settlement of pending obligations.

In case of breach by you of this agreement the Company reserves the right to reverse all previous Transactions which place the Company's interests and/or all or any its Clients' interests at risk before terminating the Agreement.

24. EVENTS OF DEFAULT AND RIGHTS ON DEFAULT

The following shall constitute “Events of Default” (each an “Event Default”) on the occurrence of which the Company shall be authorized to exercise its rights in accordance with Paragraph below:

- 1) The failure of you to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non-performance has been provided to you by the Company.
- 2) The commencement by a third party of procedures seeking your bankruptcy (in case of natural person) or your insolvency or other similar voluntary case of liquidation (in case of legal person) under the applicable laws or any other similar proceedings which are analogous to those pre-mentioned in relation to you.
- 3) You take advantage of delays occurring in the prices and place Orders at outdated prices, trades at off-market prices and/or outside operating hours and performs any other action that constitutes improper trading.
- 4) You die or become of unsound mind (if natural person).
- 5) Any representation or warranty made or given or deemed made or given by you under this Agreement proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given.
- 6) Any other situation where the Company reasonably considers it necessary or desirable for its own protection or any action is taken or event occurs which the Company considers that might have a material adverse effect upon your ability to perform any of its obligations under this Agreement.

On the occurrence of an Event of Default the Company shall be entitled to take, in its absolute discretion, any of the following actions at any time and without giving prior notice to you:

- 1) instead of returning to your investments equivalent to those credited to your account, to pay you the fair market value of such investments at the time the Company exercise such right, and/or
- 2) to sell such of your investments as are in the Company’s possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as the Company may in its absolute discretion select or and upon such terms as the Company may in its absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realize funds sufficient to cover any amount due by you hereunder, and/or
- 3) to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at the Company’s sole discretion, the Company consider necessary or

appropriate to cover, reduce or eliminate its loss or liability under or in respect of any of your contracts, positions or commitments, and/or

- 4) to treat any or all Transactions then outstanding as having been repudiated by the Client, in which event the Company's obligations under such Transaction or Transactions shall thereupon be cancelled and terminated.
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25. ACKNOWLEDGEMENT OF RISKS

It should be noted that due to market conditions and fluctuations, the value of Financial Instruments may increase or decrease, or may even be reduced to zero. Regardless of the information the Company may provide to you, you agree and acknowledge the possibility of these cases occurring.

You are aware and acknowledge that there is a great risk of incurring losses and damage as a result of the investment activity (purchase and/or sale of Financial Instruments) through the Company and the Company's Trading Platform and accept that you are willing to undertake this risk upon entering into this business relationship.

You declare that you have read, understood and unreservedly accepted the following:

- 1) Information on the previous performance of a Financial Instrument does not guarantee its current and/or future performance. Historical data are not and should not be considered as reflective of the future returns of any Financial Instrument.
- 2) In cases of Financial Instruments traded in currencies other than the currency of your country of residence, you are running the risk of a change in the exchange rate that will decrease the value and price of the Financial Instruments and in effect their performance.
- 3) You must be aware that you are running the risk of losing all of your funds invested and must only purchase Financial Instruments if you are willing to do so, if it happens. Further, all expenses and commissions incurred will be payable to you.

The maximum loss that may be incurred by any Client is the amount of money paid by them to the Company including rolling fees for day trade deals.

Each financial contract purchased by a Client via the Company's website is an individual Agreement made between that Client and the Company, and is not transferable, negotiable or assignable to or with any third party.

26. CONFIDENTIAL INFORMATION

The Company does not have any obligation to disclose to you any information or take into

consideration any information either when making any decision or when it proceeds to any act on behalf of you, unless otherwise agreed and stated in this Agreement and where this is imposed by the Applicable Regulations and directives in force.

The Company will never disclose any private or otherwise confidential information in regard to our Clients and former Clients to third parties without the express, written consent of our Clients, except in such specific cases in which disclosure is a requirement under law or is otherwise necessary in order to perform verification analysis on the Client's identity for the purpose of safeguarding their account and securing their personal information.

By accepting this Agreement, you consent that you have read and accepted the terms of the "PRIVACY POLICY" that the Company has adopted as this policy is mentioned in detail in the Company's main website public and available to all Clients.

27. NOTICES

Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by you under the Agreement shall be in writing and shall be sent to the Company's mailing address as indicated in the Company's website or to any other address which the Company may from time to time specify to you for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.

The Company reserves the right to specify any other means of communication with you.

28. CONFLICT OF INTEREST

Under Applicable Regulations the Company is required to have arrangements in place to manage conflicts of interest between the Company and its Clients and between other Clients. The Company will make all reasonable efforts to avoid conflicts of interest when they cannot be avoided. The Company shall ensure that you are treated fairly and at the highest level of integrity and that their interests are protected at all times.

You acknowledge and accept that you have read and accepted the "Conflicts of Interest Policy", which was provided to you during the registration process and is uploaded on the Company's official website.

29. GENERAL PROVISIONS

You acknowledge that no representations were made to you by or on behalf of the Company which have in any way incited or persuaded you to enter into the Agreement.

In case any provision of the Agreement is or becomes, at any time, illegal void or non-enforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

All Transactions on behalf of you shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the "Application Regulations") of Mauritius and any other authorities which govern the operation of the investment dealers (as defined in such Applicable Regulations), as they are amended or modified from time to time. The Company shall be entitled to take or omit any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures may be taken and all the Applicable Regulations in force shall be binding for you.

You shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfil its obligations under the Agreement.

The location of detailed information regarding the execution and conditions for the investment Transactions in Financial Instruments conducted by the Company and other information regarding the activity of the Company are accessible and addressed to any natural person and legal entities at the Company's website over the Internet.

The provisions of this document expressed in the English language, prevail over the provisions of any other translation of the same document, in whichever language the potential translation might be.

30. APPLICABLE LAW, JURISDICTION

This Agreement and all transactional relations between you and the Company are governed by the laws of Republic Mauritius and the parties irrevocably agree that the Courts of Mauritius shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

31. DISPUTE RESOLUTION PROVISION

In the event of any dispute or difference arising between the Parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the parties shall forthwith meet to attempt to settle

such dispute or difference, and failing such settlement within a period of 14 (fourteen) calendar days, the said dispute or difference shall be referred to and final resolved by arbitration in Mauritius administered by the Mediation and Arbitration Center of Mauritius ("MARC") under the MARC Arbitration Rules in force when the request for arbitration is submitted.

The seat / place of arbitration shall be Mauritius.

The governing law of the arbitration shall be Mauritius law.

The law of this arbitration clause shall be Mauritius law.

The number of arbitrators shall be one.

The arbitration proceedings shall be conducted in the English language.

Notwithstanding anything to the contrary anywhere else in this Agreement, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any Court having jurisdiction pending the institution of appropriate proceedings for the enforcement of any rights under this Agreement.

The parties to the arbitration undertake to keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, confidential and not to disclose it to anyone.

The decision of the arbitrator shall, in the absence of manifest error, be final and binding on the parties to the arbitration and may be made an order of Court at the instance of any party to the arbitration.

32. MISCELLANEOUS

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

Should any part of this Agreement be held to be unenforceable or illegal or contravene any applicable law, that part will be deemed to have been excluded from this Agreement and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement shall remain unaffected.

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents to be delivered in connection herewith are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

A signed copy of this Amendment and any other documents to be delivered in connection herewith transmitted by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other documents to be delivered in connection herewith.

No failure on part of any party to exercise, and delay in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

None of the parties hereto shall (except under compulsion of law or by any court of competent jurisdiction or governmental or regulatory authority) either before or after the termination of this Agreement disclose to any person not authorised by the relevant party to receive the same, any information designated by the relevant party as being confidential relating to such party or to the affairs of such party of which the party disclosing the same shall have become aware in the course of its duties hereunder and each party shall use all reasonable endeavours to prevent any such disclosure as aforesaid.