1 Introduction and Definitions

1.1 Company Information and Regulatory Status

AR Markets Limited is an International Business Company (“IBC”) incorporated under the laws of the Autonomous Island of Anjouan, Union of Comoros, and holds an International Brokerage and Clearing House License issued by the Anjouan Offshore Finance Authority (AOFA). The company number is 15674, and the license number is L 15674/ARM, and operates in accordance with the applicable legal and corporate compliance obligations prescribed by the Autonomous Island of Anjouan, Union of Comoros law.

The Company is subject to general corporate governance and operational standards as provided under the IBC Act, and adheres to applicable statutory requirements concerning business conduct, anti-money laundering (AML), counter-terrorism financing (CTF), client verification, and international information exchange (e.g., FATCA/CRS), where relevant.

AR Markets Limited provides trading services in financial derivative products, including Contracts for Difference (CFDs), exclusively on an execution-only basis. The Company does not provide investment advice, portfolio management, or any discretionary services to clients. All decisions made by clients regarding trading and investment are entirely their own responsibility, and clients are expected to assess the suitability and appropriateness of any transactions undertaken through the Company's platforms.

The Company's operations strictly exclude any activities prohibited under the laws of Autonomous Island of Anjouan, Union of Comoros, including but not limited to banking, insurance, or fiduciary services involving public deposits, guarantees, or collective investment schemes. The Company does not accept deposits for the purpose of safeguarding or returning capital with interest or guaranteed returns.

Nothing in this Agreement shall be construed as granting the Client any rights beyond those expressly set out in this document and the applicable account documentation.

1.2 Agreement Structure and Contractual Documents

These Terms and Conditions ("T&C") constitute a legally binding agreement between AR Markets Limited, and the client ("you", "your", “the Client") and govern the opening, use, and operation of your trading account.These T&C should be read together with the following documents, which collectively form the entire agreement between you and us (collectively, the “Agreement”):

- Risk Disclosure Notice;
- Order Execution Policy;
- Complaint Handling Policy
- Privacy Policy;
- Cookies Policy
- Any Additional Terms or Supplemental Schedules issued by us from time to time;
- Any applicable account-specific rules or communications published through our trading platform or client portal.

By opening and operating an account with AR Markets Limited, you acknowledge that you have read, understood, and agreed to be bound by this Agreement in its entirety.

1.3 Definitions

In this Agreement, unless the context otherwise requires, the following capitalised terms shall have the meanings ascribed below. Terms not specifically defined herein shall be interpreted in accordance with their generally accepted meaning in the financial services and derivatives trading industry.

- **Contract Structure**
- "Agreement" means the legally binding contractual relationship between the Client and the Company consisting of these Terms and Conditions, together with any associated Schedules, Annexes, Policies, Risk Disclosures, or other supplemental documentation referenced herein.
- "Terms and Conditions" or "T&C" means this document and its integral components governing the Client's relationship with the Company.
- "Supplemental Terms" means any additional terms and notices issued by the Company which apply to particular Services or features.
- "Annex" means any appendix or attachment forming part of this Agreement.
- "Schedule" means any document which supplements this Agreement and details specific rules, costs, product features or operational practices.
- "Policies" means the Company's published policies, including the Privacy Policy, Complaints Policy, Execution Policy, Risk Disclosure Statement, and any other official compliance or operational policy.
- "Party" or "Parties" means either or both the Client and the Company.
- "Effective Date" means the date on which the Client accepts the Agreement or first accesses the Services.
- Client Identity
- "Client", "you", or "your" means any natural or legal person who has accepted these Terms and Conditions and is authorised to operate an Account with the Company.

- "Authorised Representative" means any person duly appointed by the Client and accepted by the Company to act on behalf of the Client.
- "Joint Account" means an Account maintained in the name of more than one Client, where each account holder has equal rights and obligations.
- "Eligible Client" means a person or entity meeting the Company's due diligence, suitability, and appropriateness criteria.
- "Retail Client" and "Professional Client" shall have the meaning assigned under relevant regulatory classifications where adopted.
- "Designated Person", "Restricted Person", or "Sanctioned Person" means a party who is subject to economic or trade sanctions, or any person restricted from accessing the Services under Applicable Law.

- **Company and Regulatory**
  - "Company", "we", "us", or "our" means AR Markets Limited„ an Autonomous Island of Anjouan, Union of Comoros International Business Company with company number 15674.
  - "Group", "Subsidiary", or "Affiliate" means any entity directly or indirectly under common control or ownership with the Company.
  - "Applicable Law" means all laws, regulations, rules, orders, guidance or codes of practice issued by regulatory, governmental or judicial bodies applicable to the provision of the Services.
  - "Regulatory Authority" or "Regulator" means any governmental or statutory authority having jurisdiction over the Company.
  - "AOFA "the Anjouan Offshore Finance Authority (AOFA).
  - "Tax Authority" means any revenue, tax, or fiscal authority including those enforcing FATCA or CRS obligations.

- **Platform and Account**
  - "Platform" or "Trading Platform" means any electronic system provided by the Company for placing Orders, managing Accounts, or accessing market information.
  - "MetaTrader", "MT4", "MT5" refer to trading platforms made available by the Company.
  - "Portal" or "Client Portal" means the secure interface through which the Client accesses Account-related information and submits instructions.
  - "Account" means the Client's unique profile and ledger established with the Company for the purpose of accessing the Services.
  - "Sub-account" means any auxiliary or strategy-specific account under the primary Account.

  - "Inactive Account" means an Account with no Client-initiated trading activity for a prescribed period.
  - "Dormant Account" means an Account classified as inactive and subject to special handling.
  - "Swap-Free Account" means an Account exempt from overnight financing charges based on religious

or ethical grounds.

- "Corporate Account" and "Individual Account" describe the legal nature of the Client's identity.
- "PAMM", "MAM", and "Copy Trading" refer to third-party account management arrangements and automated trade replication mechanisms.

- **Trading Operations**
  - "Order" means an instruction to open or close a Position or to take any other action on the Trading Platform.
  - "Market Order", "Limit Order", "Stop Order", "Stop-Limit Order", "Pending Order" each define specific execution types.
  - "Position" means a contractual commitment to exchange the difference in value of a CFD.
  - "Open Position" and "Closed Position" describe the status of exposure before and after settlement.
  - "Trade Confirmation" means the electronic record of an executed transaction issued by the Platform.
  - "Contract for Difference" or "CFD" means a derivative financial instrument allowing speculation on the price of underlying assets.
  - "Underlying Instrument" means the asset, index, or reference rate on which the CFD is based.
  - "Spread" means the difference between bid and ask prices.
  - "Slippage" means the execution difference between the requested price and the actual fill price.
  - "Execution Venue" means the market or counterparty with which the Company executes Client Orders.
  - "Liquidity Provider" means any entity supplying price quotations and trade fills to the Company.
  - "Hedging" means offsetting a Position via a counter Position.
  - "Internalisation" means the Company executing Client Orders without externalising them to third parties.

- **Margin and Funds**
  - "Margin" means the funds required to open or maintain a Position.
  - "Initial Margin", "Maintenance Margin", and "Variation Margin" refer to specific margin classifications.
  - "Margin Call" means a request by the Company for additional Margin.
  - "Stop Out Level" means the level at which the Company may force-close Positions.
  - "Leverage" means the use of borrowed funds to increase exposure.
  - "Negative Balance" means a deficit in the Account due to trading losses.
  - "Segregated Account" means a separate account in which Client funds are maintained.

  - "Title Transfer Arrangement" means a funding model where legal title to funds transfers to the Company.
  - "Withdrawal" and "Deposit" mean the transfer of funds into or out of the Client Account.
  - "Third-Party Payment" means a transaction involving parties other than the named Account holder.
  - "Set-off" means the right to apply one obligation against another.

- **Risk and Liability**
  - "Risk Disclosure" means the document outlining trading risks provided to the Client.
  - "Force Majeure Event" means an event beyond reasonable control preventing performance.
  - "Abusive Behaviour" means any deliberate or reckless action taken by the Client that may exploit or interfere with the normal functioning of the Trading Platform, execution infrastructure, or other Clients' activity, including but not limited to scalping, latency arbitrage, coordinated trading, or price manipulation.
  - "Market Abuse" means behaviour designed to distort market integrity.
  - "Arbitrage" means the practice of taking advantage of price discrepancies across markets or platforms in a way that the Company, in its sole discretion, considers to be abusive, manipulative, or inconsistent with fair market conduct.
  - "Prohibited Trading Practices" means any conduct violating this Agreement or applicable law.
  - "Insider Trading" means trading based on non-public material information.
  - "Cyberattack" means unauthorised access to information systems.
  - "Security Breach" means a confirmed or suspected compromise of systems or data.

- IP and Systems
  - "Software" means proprietary or licensed code used in the Company's operations.
  - "Interface" means the visual and functional front-end provided to Clients.
  - "API" means application programming interface connectivity provided to Clients.
  - "Intellectual Property" means all trademarks, copyrights, and confidential information owned by the Company.
  - "Trade Marks" means names, designs, and logos legally owned by the Company.
  - "Platform Logs" means records of all Client activity maintained by the Platform.

- **Legal and Jurisdiction**
  - "Business Day" means a weekday on which commercial banks in Autonomous Island of Anjouan, Union of Comoros are generally open.
  - "Governing Law" means the laws of Autonomous Island of Anjouan, Union of Comorosunless otherwise specified.
  - "Jurisdiction" means the courts having legal authority over this Agreement.
  - "Service of Process" means delivery of legal notices or court documents.
  - "Severability" means each clause is independently enforceable.
  - "Assignment" means the legal transfer of rights and obligations.
  - "Waiver" means a Party's voluntary relinquishment of a right under this Agreement.

Additional definitions may appear contextually throughout this Agreement and shall apply where used.

2 Company Information and Regulatory Disclosures

2.1 Legal Identity and Incorporation

AR Markets Limited is incorporated as an International Business Company under the Government Notice No. 005 of 2005 of Autonomous Island of Anjouan, Union of Comoros. The Company is registered with the Registrar of International Business Companies under company number 15674, with its registered office and principal place of business as notified to the relevant regulatory authority and available upon request. The Company's legal existence is perpetual unless otherwise terminated in accordance with applicable corporate law. The Company operates in accordance with the obligations set forth under the IBC Act, and any relevant statutory or regulatory instruments that may apply from time to time.

2.2 Regulatory Status and Supervisory Framework

The Company is subject to general corporate and operational requirements under the International Business Companies of Autonomous Island of Anjouan, Union of Comoros, including ongoing obligations relating to governance, record-
keeping, compliance procedures, and anti-money laundering (AML) standards. Regulatory supervision in these areas is administered by the Anjouan Offshore Finance Authority (AOFA) of, Union of Comoros.
The Company conducts its operations strictly within the scope of activities permitted under applicable Autonomous Island of Anjouan, Union of Comoros
law. In particular, the Company does not engage in any activity that is restricted or prohibited, including but not limited to:

- accepting deposits from the public;
- offering interest-bearing or capital-guaranteed products;
- providing banking, insurance, or trust services;
- conducting collective investment schemes;
- or engaging in discretionary portfolio management or investment advice.

The services offered by the Company are limited to providing access to execution-only trading facilities for Contracts for Difference (CFDs) and other permitted financial instruments, and do not include any regulated fiduciary or custodial responsibilities.
Nothing in this Agreement shall be construed as authorising or implying that the Company engages in any activity requiring a licence under financial services legislation in Autonomous Island of Anjouan, Union of Comoros or any other jurisdiction.

2.3 Restricted Jurisdictions and Service Limitations

The Services offered by the Company are not intended for residents of any jurisdiction where such use would be contrary to local law, regulation, or licensing requirements. It is the sole responsibility of the Client to ensure that access to and use of the Company's Services is lawful in their respective country or territory. Without limitation, the Company does not offer services to persons located in:

- Countries or territories subject to United Nations, EU, OFAC, or similar sanctions;
- The United States, its territories or possessions;
- Any jurisdiction that prohibits the trading of CFDs or imposes licensing requirements that the Company

does not meet.

The Company reserves the right to reject or close any Account if, at any time, it determines in its sole discretion that the Client resides in, or is otherwise subject to, a restricted jurisdiction.

2.4 Use of Third-Party Providers and Disclaimers

The Company may rely on third-party technology providers, liquidity sources, data vendors, payment processors, and other service partners in the delivery of its Services. The Client acknowledges and accepts that:

- The Company is not responsible for the acts or omissions of such third parties unless expressly stated;
- The Company may substitute, modify, or remove third-party providers at its discretion without prior notice;
- Any technical failure, delay, or interruption caused by such third parties shall not constitute a breach of contract by the Company.

To the maximum extent permitted by Applicable Law, the Company shall not be liable for any loss or damage suffered by the Client arising from any disruption, suspension, or limitation of the Services attributable to third-party dependencies.

3 Client Eligibility and Account Opening

3.1 Eligibility Criteria

To be eligible to open an Account with the Company, an individual must:

- Be at least 18 years of age and possess full legal capacity to enter into binding contracts;
- Not be a Designated Person, Sanctioned Person, or resident of a Restricted Jurisdiction as defined in Clause 2.3;
- Satisfy the Company's identity verification, source of funds, and suitability assessments as part of its client onboarding procedures;
- Not act on behalf of another person or entity without appropriate authorisation and Company approval.

Entities (e.g., corporations, partnerships, or trusts) must:

- Be duly incorporated or established under Applicable Law;
- Be represented by an Authorised Representative with the necessary legal authority;
- Provide all corporate registration, beneficial ownership, and control information as required by the Company;
- Be capable of being bound by these Terms and Conditions under their governing law.

The Company reserves the right to refuse or reject any application at its sole discretion, without obligation to provide reasons.

3.2 Account Types

The Company may make available different types of trading accounts, including but not limited to:

- **Cent Account**
- **Standard Account**
- **ECN Acount**

The classification and features of each account type may vary and are subject to change. The Company makes no representation that any account type will remain available on a continuous basis or with fixed parameters. The Client is responsible for reviewing the current conditions applicable to each account before opening or continuing to operate an Account.

- **General Operational Conditions**
  - **Modification** and **Discretion** The Company may introduce, modify, suspend, or discontinue any account type or its associated conditions at any time without prior notice.
  - Variable Trading Settings Leverage, spreads, execution logic, and other trading parameters may be adjusted in response to market conditions, legal requirements, internal policies, or detected misuse.
  - Multiple Accounts The Company is under no obligation to align terms across multiple Accounts held by the same Client.
  - No Advisory Role The Company does not provide suitability assessments. Account type selection remains the sole responsibility of the Client.
  - Reclassification and Restriction The Company may reclassify, suspend, consolidate, or terminate Accounts based on risk or legal considerations.
  - Binding Terms By using any Account, the Client accepts all applicable conditions, including those separately published or amended from time to time.

3.3 Authorised Representatives and Corporate Accounts

Clients may nominate an Authorised Representative to act on their behalf, including submitting Orders or receiving communications. The Company may require documentary evidence of authorisation and reserves the right to reject any nominated person.

For corporate or institutional accounts, the Company will:

- Require certified copies of incorporation and governance documents;
- Conduct beneficial ownership and controller verification;
- Apply enhanced due diligence as deemed necessary under AML/CTF laws;
- Restrict trading until full verification is completed.

The Company may freeze or suspend an account if ownership or control structures cannot be verified or if there is any indication of unauthorised access or activity.

3.4 Verification and Ongoing Compliance Obligations

Clients must complete the Company's Know Your Client (KYC) and Anti-Money Laundering (AML) processes prior to gaining full access to the Trading Platform. The Company may request:

- Proof of identity and residency;
- Proof of source of funds and/or source of wealth;

- Tax identification or declarations pursuant to FATCA/CRS;
- Enhanced due diligence materials as required.

Clients agree to update their information promptly if any previously provided details change. The Company may restrict or suspend account activity until such updates are received and verified.

Failure to comply with verification or information requests may result in:

- Delayed order execution;
- Freezing of account access;
- Termination of the Client relationship.

3.5 Fraudulent Identity and Account Misuse

The Client represents and warrants that all information provided to the Company during the account application, verification, and ongoing relationship is complete, accurate, and not misleading in any respect. The submission of false, forged, materially incomplete, or deliberately inaccurate documentation, including but not limited to identification documents, address proofs, declarations, or application forms, shall constitute a material breach of this Agreement.

- immediately suspend, restrict, or terminate the relevant Account and any associated Sub-account;
- place an indefinite freeze on any funds or assets held within the affected Account;
- withhold, cancel, or permanently confiscate any profits, gains, or proceeds obtained through illegitimate or deceptive means;
- report the incident to any competent authority, including regulatory bodies, law enforcement agencies, or financial intelligence units, in accordance with Applicable Law.

Where the Company discovers that an Account has been opened using the identity of another individual without proper authorisation, or that the Account is being operated by a person other than the named Account holder in the absence of full disclosure and the Company's express approval, the Company shall not bear any liability for any loss, damage, expense, or claim arising therefrom. All legal and financial consequences shall rest solely with the Client or with the individual who caused or contributed to the breach. The Client further acknowledges that the Company may delay, refuse, or conditionally restrict any withdrawal, transaction, or Account access in circumstances where identity misuse or third-party operation is suspected or under investigation. The Client shall not be entitled to any form of compensation or remedy in respect of the Company's enforcement of its rights under this clause.

3.6 Multiple Accounts and Internal Transfers

Subject to Company approval, a Client may hold more than one Account or Sub-account. Each Account may:

- Be subject to different trading conditions, margin requirements, or leverage limits;
- Operate in different currencies or under different Account classifications;
- Be governed by supplemental rules as notified by the Company.

Internal transfers between Accounts are permitted at the Company's discretion and may be subject to currency conversion, spread adjustment, or reconciliation conditions.

The Company reserves the right to consolidate, restrict, freeze, or reclassify any Account or Sub-account at

any time for operational, compliance, or risk management purposes.

4 Client Representations and Warranties

4.1 General Representations

By applying for, opening, maintaining, or operating an Account with the Company, the Client represents, warrants, and undertakes on a continuing basis that:
(a) all information provided to the Company at any time, whether during onboarding, due diligence, or in the course of the business relationship, is and shall remain complete, true, accurate, and not misleading in any material respect;
(b) the Client has the full legal capacity, authority, and power to enter into this Agreement and perform all obligations hereunder;
(c) the Client is acting as principal and not as agent or nominee for any third party unless expressly disclosed and formally approved in writing by the Company;
(d) the Client is not a resident or citizen of a Restricted Jurisdiction, nor otherwise subject to any sanctions or prohibitions under Applicable Law that would preclude access to or use of the Services;
(e) all funds deposited into any Account are derived from lawful sources, are not connected with money laundering, terrorist financing, tax evasion, fraud, or other criminal activity, and are owned beneficially by the Client or otherwise subject to transparent legal control.

4.2 Knowledge and Understanding

The Client further represents and confirms that:
(a) they have sufficient knowledge, experience, and understanding of derivative products and trading mechanisms, including but not limited to Contracts for Difference (CFDs), and fully comprehend the nature of the transactions undertaken and the associated risks, including the possibility of losing all invested funds and incurring negative balances;
(b) they have read and understood the Risk Disclosure Notice and all other relevant documents forming part of this Agreement and are capable of evaluating the merits and risks of any trading or investment decision made;
(c) they have not relied, and shall not rely, on the Company for the provision of investment advice, recommendations, or discretionary management, whether expressly or impliedly.

4.3 Tax Compliance and Legal Status

The Client declares and undertakes that:
(a) they are solely responsible for understanding, fulfilling, and reporting all tax obligations that arise in connection with their trading activity, including income tax, capital gains tax, or indirect tax obligations in any

jurisdiction;
(b) they will promptly provide any certifications, declarations, or other documentation as reasonably required by the Company to comply with international tax reporting regimes (including but not limited to FATCA and CRS);
(c) their use of the Services does not and shall not contravene any Applicable Law in their country of residence, citizenship, or operation.

4.4 Independent Judgment and Decision-Making

The Client acknowledges and agrees that:
(a) all decisions relating to trading, funding, withdrawal, or risk exposure are made independently by the Client, at their sole discretion and initiative;
(b) the Client has not received, and does not expect to receive, any form of financial, legal, regulatory, or tax advice from the Company or any of its officers, employees, or affiliates;
(c) where the Client utilises third-party systems, tools, or signal providers in connection with the Trading Platform, such use is entirely at the Client's own risk and does not create any liability on the part of the Company.

4.5 Ongoing Obligations and Notifications

The Client undertakes to:
(a) notify the Company immediately if any representation or warranty becomes untrue, inaccurate, or misleading;
(b) provide any further documents, declarations, or certifications reasonably requested by the Company for compliance, audit, regulatory, or risk management purposes;
(c) indemnify and hold the Company harmless from and against any loss, damage, cost, or liability (including legal fees) arising out of any breach of the representations, warranties, or undertakings set forth in this Clause 4.

5 Services and Scope of Use

5.1 Execution-Only Trading Services

The Company offers access to online trading in Contracts for Difference (CFDs) and other financial derivative products solely on an execution-only basis. The Company's role is limited to facilitating trade execution based on Client instructions transmitted through its electronic platforms. The Company does not provide personalised investment advice, portfolio management, financial planning, tax advice, or any discretionary trading services. The Client is solely responsible for determining the suitability, risk, and appropriateness of any transaction undertaken via the Company's platform.

5.2 No Fiduciary or Advisory Relationship

The Client acknowledges and agrees that their relationship with the Company is non-advisory and non-fiduciary. Nothing in this Agreement or in the operation of the Trading Platform shall be construed as creating a relationship of trust, reliance, or advisory duty. All decisions made by the Client regarding trading, investment, and risk exposure are made independently, and at their own risk.

5.3 Market Access and Instrument Availability

The Company may make available for trading a range of CFDs or other permitted instruments based on underlying assets such as foreign exchange, indices, commodities, shares, or cryptocurrencies. The availability, specification, and trading conditions of each instrument are subject to change at any time, at the sole discretion of the Company, and without obligation to provide notice. The Company does not guarantee access to any particular market, product, or liquidity source.

5.4 Trading Hours and Platform Availability

The Trading Platform may be unavailable for use during specified trading hours due to maintenance, downtime, or interruptions caused by market closures, third-party system dependencies, or force majeure events. The
Company does not guarantee uninterrupted access to the Platform or continuous execution capabilities. Temporary unavailability of the Platform shall not constitute a breach of this Agreement.

5.5 Right to Modify or Discontinue Services

The Company reserves the right, without prior notice and at its sole discretion, to modify, suspend, restrict, or discontinue any service, product, account feature, instrument, or technical functionality, including but not limited to:

- execution methods or order routing;
- margin and leverage settings;
- availability of instruments or trading pairs;
- trading hours or session access;
- fee or commission models.

5.6 Technological and System Risks

The Client acknowledges that use of electronic trading systems involves inherent risks, including system latency, internet failures, transmission errors, platform malfunctions, order rejection or delay, and unintended execution outcomes. The Client bears full responsibility for the use of the Platform and agrees that the Company shall not be liable for any direct or indirect loss arising from technical issues, including but not limited to:

- platform outages or unavailability;
- erroneous pricing, quotes, or trade confirmations;
- unintended trade duplication, slippage, or failure to execute.

5.7 Third-Party Integration and Reliance

The Company may engage third-party providers for platform technology, liquidity aggregation, pricing feeds, or ancillary services. The Client acknowledges and accepts that the Company does not guarantee the accuracy, timeliness, or reliability of data or services provided by such third parties and shall not be held responsible for any interruptions, inaccuracies, or technical errors originating from such integrations.

5.8 No Guarantee of Profit or Performance

The Client understands and accepts that trading in financial instruments, including CFDs, involves a significant risk of loss. The Company makes no representation or warranty regarding the profitability of any trade or strategy executed via its platform. Past performance, back-tested results, or indicative pricing shall not be construed as guarantees of future results.

5.9 Regulatory Restrictions and Use Conditions

The Client agrees to use the Services in full compliance with all applicable laws, including any restrictions on derivatives trading that may apply in their jurisdiction. The Company shall not be responsible for verifying the legal status of CFD trading in the Client's country of residence. The Client assumes full liability for any legal, tax, or regulatory consequences of their use of the Company's Services.

5.10 Prohibited Use of the Services

The Client shall not use the Trading Platform, Account, or Services for any purpose that is unlawful, abusive, fraudulent, or in violation of this Agreement. Prohibited uses include, without limitation:

- engaging in insider trading, market abuse, or unlawful speculation;
- using automated tools or strategies that overload or impair the Platform;
- accessing the Services on behalf of third parties without Company approval;
- using the Services for money laundering, sanctions evasion, or financing of unlawful activity.

The Company may take any enforcement action it deems appropriate in the event of suspected misuse, including suspension or termination of the Account and notification to regulatory or law enforcement authorities.

6 Cybersecurity and Electronic Account Use

6.1 Cybersecurity and Electronic Account Use

The Client is solely responsible for maintaining the confidentiality and security of all login credentials, passwords, authentication codes, and access devices associated with the Account. The Client must ensure that such credentials are always protected from unauthorised use or disclosure.

6.2 Duty to Prevent Unauthorised Access

The Client must take all reasonable precautions to prevent unauthorised access to the Account. This includes, without limitation, adopting secure login practices, regularly updating passwords, and ensuring that devices used to access the Trading Platform are protected against viruses, malware, spyware, and unauthorised software.

6.3 Notification of Security Breaches

Where the Client suspects or becomes aware of any actual or potential compromise of Account security, including unauthorised access, loss of credentials, or suspicious activity, the Client must immediately notify the Company. The Company reserves the right to suspend, restrict, or terminate Account access during the investigation of any such incident.

6.4 Disclaimer for Client-Side Breach

The Company shall bear no responsibility for any loss, damage, or unauthorised transaction resulting from a failure by the Client to protect their login credentials, systems, or devices. This includes, without limitation, consequences arising from phishing, keylogging, device theft, the use of public or unsecured networks, or social engineering tactics.

6.5 Personal Use of the Account

The Account is strictly for personal use by the registered Client and is non-transferable. The Client shall not share, lend, assign, lease, or otherwise grant access to the Account to any third party, whether with or without compensation. Any use of the Account by a person other than the registered Client constitutes a material breach of this Agreement. The Client shall be solely responsible for any loss, damage, liability, or dispute resulting from third-party access enabled by the Client.

6.6 Prohibited and Abusive Use

The Client shall not permit the Account to be used in any abusive, manipulative, or unauthorised manner. Prohibited conduct includes, but is not limited to:

- excessive or disruptive order placement;
- latency arbitrage or other timing-based exploitation strategies;
- coordinated trading or collusion with third parties;
- attempts to bypass, manipulate, or disable the Company's trading logic, risk controls, or system integrity measures;
- allowing any person other than the Client to operate, control, or access the Account.

Where the Company reasonably determines, at its sole discretion, that the Account has been used for such

purposes, it may, without prior notice:

- suspend, restrict, or permanently terminate the Account and any associated Sub-accounts;
- freeze all funds, balances, and open positions pending investigation;
- cancel, reverse, or adjust any executed trades or profits arising from such conduct;
- withhold, delay, or refuse any withdrawal requests;
- confiscate any profits or balances deemed illegitimate;
- report the incident to the relevant enforcement or regulatory authorities.

6.7 Liability for Improper Use

The Client shall be fully liable for all consequences, costs, and damages arising from:

- any unauthorised access to or use of the Account;
- the use of falsified, borrowed, or impersonated identity credentials;
- allowing or enabling third-party operation or access to the Account;
- engaging in or facilitating any conduct prohibited under this Agreement.

6.8 Limitation of Company Liability

The Company shall not be liable for any losses, claims, regulatory exposures, or damages resulting from the Client's breach of this Clause 6, or from any unauthorised, improper, or abusive use of the Account. The Client expressly waives all rights to compensation, reimbursement, or remedy in connection with the enforcement measures set out above.

7 Platform Access and Use Rules

7.1 Grant of Limited, Revocable Access

Subject to the terms of this Agreement, the Company grants the Client a limited, non-exclusive, revocable, and non-transferable right to access and use the Trading Platform for lawful purposes strictly related to the execution of trades in accordance with the Agreement. The Company may revoke, restrict, or modify such access at any time, without liability, where required for security, operational, legal, or compliance purposes.

7.2 Platform Credentials and Session Control

The Client must access the Platform using only the login credentials assigned by the Company. The Company reserves the right to monitor login activity, automatically terminate inactive sessions, and disable accounts exhibiting irregular access behaviour, including but not limited to repeated failed logins, simultaneous logins from multiple IP addresses, or IP masking technologies.

7.3 Permitted Use of the Platform

The Platform may only be used to:

- View real-time or historical market data made available by the Company;
- Place, modify, or close trading Orders;
- Access and download transaction records and reports;
- Submit instructions or queries directly to the Company. The Platform shall not be used for:
- Data mining, screen scraping, or system probing;
- Automated trading through external software or unauthorised API usage, unless explicitly approved in writing by the Company;
- Load-testing, simulation, or any activity designed to test the limits or responsiveness of the Platform.

7.4 Company Control Over Platform Features

The Company retains sole discretion to modify, enhance, or discontinue any part of the Platform, including technical functionality, instrument availability, interface layout, trading permissions, or access conditions. Such changes may occur without notice and shall not constitute a breach of this Agreement.

7.5 Interruption, Delay, or Denial of Access

The Company does not guarantee continuous or error-free access to the Platform. Access may be interrupted due to scheduled maintenance, third-party failures, force majeure events, or compliance reviews. The Client accepts that the Company is not liable for any loss caused by the inability to access or operate the Platform during such events, whether temporary or extended in nature.

7.6 Client Duty to Monitor and Verify Activity

The Client is responsible for regularly reviewing Account activity via the Platform. Any discrepancies, unauthorised Orders, or execution errors must be reported to the Company immediately and, in any case, no later than twenty-four (24) hours after occurrence. Failure to notify within this timeframe shall constitute deemed acceptance of all activity as valid and binding.

7.7 No Warranties or Representations

The Platform is provided “as is” and “as available.” To the maximum extent permitted by Applicable Law, the Company disclaims all warranties, express or implied, relating to the Platform's accuracy, reliability, fitness for a particular purpose, uninterrupted operation, or error-free performance.

7.8 Intellectual Property and Restrictions

The Platform and all underlying technology, including any interface, algorithm, database, or software, are the exclusive intellectual property of the Company or its licensors. The Client should not copy, modify, reverse engineer, translate, or create derivative works based on the Platform. Any unauthorised reproduction or use shall result in immediate termination of access and may give rise to civil or criminal liability.

7.9 Recordkeeping and Evidence

The Company's records, including electronic logs, order history, and communication archives generated through the Platform, shall be considered conclusive evidence of all Client activity, unless proven otherwise by the Client with clear and compelling documentary proof.

8 Quotes and Pricing

8.1 Provision of Quotes

At your request and in accordance with this Clause, the Company shall quote a bid and ask price (collectively, "our Prices") for each eligible Transaction on the Trading Platform. These Prices may reflect either
(a) comparable market data obtained from external sources deemed reliable by the Company, or
(b) internally generated proprietary pricing determined at the Company's sole discretion.
Quotes are provided strictly on a non-binding basis and do not guarantee execution.

8.2 Indicative Nature of Quotes

All Quotes made available through the Trading Platform or by any other means are indicative only and do not constitute a firm offer to transact. The actual execution price of a Transaction shall be the prevailing Quote at the time your Order is received and executed by the Company. The Company is not liable for any discrepancy between indicative and final execution prices, especially where Order transmission is delayed or affected by technical latency.

8.3 Stale Quotes

You acknowledge and accept that certain Quotes displayed on the Trading Platform may become stale, delayed, or invalid due to market conditions, technical interruptions, data transmission delays, or temporary loss of connectivity. The Company is under no obligation to execute Orders based on stale, outdated, or manifestly incorrect Quotes and may reject, re-quote, or adjust the price of any Order submitted during such conditions. The Client agrees that the Company shall not be liable for losses or missed opportunities arising from delays, stale Quotes, or execution adjustments made to ensure pricing integrity.

8.4 Spread Variation and Market Conditions

You acknowledge and accept that the spread between bid and ask prices is variable and may change at any time due to factors including, but not limited to, market volatility, liquidity, pricing model updates, or internal risk exposure. The Company may, at its sole discretion, widen or tighten spreads without notice. No upper or lower limit applies to the extent of spread fluctuation.

8.5 Quoting Hours and Execution Availability

Quotes are available only during the open market hours of the relevant underlying exchange or reference market. If you access the Platform or place an Order outside of these hours, execution may be delayed until the applicable market reopens. During this time, prices may have changed significantly. You are solely responsible for verifying market hours and recognising execution risk associated with timing.

8.6 Price Suspension and Product Restrictions

The Company may at any time, without notice, restrict, suspend, or refuse to quote or execute Orders in respect of one or more instruments or asset classes. Such action may be taken where the underlying market becomes illiquid, halted, or disrupted, or where there is an operational or regulatory risk. The Company may also impose minimum or maximum deal sizes, quote limits, or volume restrictions at its discretion.

8.7 Disparity Between External Data and Platform Quote

You acknowledge that pricing and market data visible through third-party sources or external platforms may differ from Quotes displayed on or provided by the Trading Platform. Such disparities may arise from latency, aggregation methodology, or internal pricing logic. The Company is under no obligation to match or reconcile its Quotes with any third-party data source.

8.8 Quote Delivery and Channels

Quotes may be delivered via the Trading Platform, telephone, email, or other communication methods as determined by the Company. The Company reserves the right to amend or withdraw Quotes without notice. The provision of a Quote via any channel shall not constitute a legally binding obligation to transact at that price.

8.9 Transaction Entry at Company Quote Only

You may only enter into a Transaction at the Quote currently provided by the Company through authorised channels. The Company may, acting reasonably and at its discretion, accept, reject, or re-quote any Order prior to execution. No Transaction shall be deemed concluded unless and until the Company has issued a Confirmation. The Company reserves the right to withdraw or reject Orders at any stage before execution acknowledgment.

8.10 No Guarantee of Continuous Quoting

The Company does not guarantee that Quotes will be available for all instruments at all times. Circumstances such as low liquidity, extreme volatility, or operational constraints may result in a temporary suspension of pricing or execution. You acknowledge and accept this risk as an inherent part of trading through the Platform.

9 Order Types and Execution Mechanics

9.1 Order Placement and Acceptance

(a) All Orders must be submitted through the Company's designated Electronic Trading Platform or any other official communication channel as may be authorised and made available by the Company.
(b) An Order shall only be considered accepted upon explicit confirmation by the Company's systems or personnel. Mere submission of an Order by the Client does not create any contractual obligation on the Company until such acceptance is confirmed.
(c) The Company reserves the absolute right, acting reasonably and without prior notice, to:

- refuse, cancel, or reject any Order;
- re-quote or adjust any Order parameters;
- impose restrictions on Order size, instrument availability, or trading hours;
- cancel or void any executed Transaction in accordance with Clause 11 (Execution Disclaimers and Limitations).

(d) The Company may decline to accept or process an Order for any reason, including but not limited to: insufficient margin, abnormal market conditions, system overload, trading halts, suspected abuse, or breach of this Agreement.

9.2 Order Types Defined

The following Order types may be available to the Client via the Platform:
(a) Market Order — an instruction to buy or sell a CFD immediately at the best available price. Execution is not guaranteed at the last visible Quote.
(b) Limit Order — an instruction to execute a trade only at a specific price or better. Not guaranteed to be filled.
(c) Stop Order — becomes a Market Order once a specified trigger price is reached. Execution price may differ from trigger due to slippage.
(d) Stop-Limit Order — becomes a Limit Order once the stop price is reached. Not guaranteed to execute if market gaps beyond limit.
(e) Pending Orders — include all non-instantaneous Orders scheduled for future execution based on specified criteria.
(f) Partial or Full Close — the Client may request to close part of a Position. Execution of partial closures is subject to market and platform conditions.
(g) Take-Profit / Stop-Loss — automated Orders designed to close a Position at pre-set profit or loss levels. Execution is subject to market liquidity and system availability.

9.3 Execution Timing and Slippage

(a) Due to market volatility, latency, or liquidity constraints, all Orders may be subject to slippage, whereby the execution price differs from the requested price.

(b) The Company shall not be liable for any loss, opportunity cost, or deviation resulting from slippage. Slippage may be positive or negative and is a natural feature of over-the-counter (OTC) markets.
(c) All Transactions shall be executed at the actual price available at the time of Order processing. The Client accepts that Quotes are indicative and execution is not guaranteed at the requested price.
(d) Execution time may vary depending on system load, market conditions, and third-party dependencies. Delays do not entitle the Client to cancellation, compensation, or reversal.

9.4 Margin Monitoring and Stop-Out

(a) The Company maintains automated margin monitoring systems that track the Client's Account Equity in real time relative to total margin requirement.
(b) If the Client's Equity falls below 50% of the required Margin ("Stop-Out Level"), the Company is entitled—without obligation to provide prior notice—to immediately liquidate part or all Open Positions to mitigate risk exposure.
(c) The Company may, in its sole discretion:

- liquidate Positions in any sequence or priority;
- partially or fully close positions based on exposure, volatility, or instrument risk;
- apply available funds toward covering losses or margin deficiencies.

(d) The Client acknowledges that:

- stop-out execution is automatic and may occur without warning;
- the timing and manner of liquidation is entirely within the Company's discretion;
- market conditions may prevent or delay liquidation, leading to losses exceeding the initial investment;
- no compensation shall be due for any loss incurred due to stop-out.

9.5 Execution Policy and Internalisation

(a) The Company may execute Client Orders by:

- internalising the trade, acting as counterparty;
- routing the Order to external liquidity providers;
- referencing proprietary or synthetic pricing models.

Further details are set out in the Company's Order Execution Policy, which forms an integral part of this Agreement.
(b) The Client agrees and acknowledges that:

- the Company retains full discretion over the execution channel and may aggregate, delay, or split Orders where necessary;
- the Client may not request or direct execution via any specific liquidity provider or venue;
- execution may occur at prices that do not reflect prices on any external or regulated market;
- the Company is not required to provide best execution under any external benchmark unless otherwise expressly agreed.

(c) In the case of Large Volume Orders, the Company may:

- execute the Order in tranches to minimise market impact;

- delay execution until sufficient liquidity is available;
- apply wider spreads or conditional pricing to reflect execution risks.

(d) The Client accepts that execution quality may vary based on instrument type, time of day, market volatility, and other external or internal constraints.

10 Margin, Account Balance and Liquidation

10.1 Margin Requirements Beyond Execution Provisions

This Clause supplements Clause 9.4 (Margin Monitoring and Stop-Out) and outlines the Client's broader obligations with respect to Margin funding, balance sufficiency, and liability for adverse Account movements. While the Company maintains real-time margin monitoring systems as described in Clause 9.4, it remains the Client's sole responsibility to ensure that sufficient Margin is continuously available to support all Open Positions.

10.2 Initial and Ongoing Margin Obligations

The Client must deposit and maintain the Initial Margin and, thereafter, sufficient Maintenance Margin as specified by the Company for each instrument. Margin levels may vary depending on instrument volatility, market depth, leverage settings, or risk classification. The Company may impose higher or dynamic Margin requirements at its sole discretion without prior notice.

10.3 Margin Call Practice and Discretionary Notifications

Although the Company may issue Margin Call notifications where practicable, it is under no obligation to do so. The Client acknowledges that such notifications, if made, are purely discretionary and non-binding. The absence of a Margin Call shall not limit the Company's right to initiate liquidation or otherwise enforce this Agreement.

10.4 Stop-Out and Forced Liquidation Clarification

The Stop-Out Level currently applicable is 50% of the total Margin requirement, as referenced in Clause 9.4. Where this threshold is breached, the Company may liquidate any or all Open Positions without further warning. Forced liquidation shall not constitute a breach of duty or entitle the Client to compensation, even where it results in realised losses, slippage, or negative balances.

10.5 Amendment of Margin Requirements

The Company may at any time revise Margin parameters, including but not limited to:

(a) changing leverage ratios for new or existing Positions;

(b) introducing instrument-specific Margin multipliers;

(c) applying Margin surcharges during high-risk events or illiquid periods.

These changes may be applied without advance notice and shall take immediate effect upon implementation. The Client agrees to monitor their Account accordingly and accepts full responsibility for funding any resultant Margin shortfalls.

10.6 Negative Balances and Recovery Rights

In the event that the Client's Account becomes negative, whether due to rapid market movements, delayed stop-out, execution error, or technical interruption, the Client remains liable for the entire debit balance. The Company reserves the right to:
(a) offset liabilities against other balances or Sub-accounts held by the Client;
(b) initiate legal or recovery proceedings without notice;
(c) restrict future trading activity until all outstanding balances are settled.
The Company does not guarantee negative balance protection and shall not be deemed to waive recovery rights unless explicitly confirmed in writing.

11 Execution Disclaimers and Limitation of Liability

11.1 No Guarantee of Execution or Fulfilment

(a) The Company does not guarantee that any Order placed by the Client will be executed at the requested price, within a specific time frame, or at all. Orders may be delayed, partially filled, or rejected based on prevailing market conditions, system performance, counterparty availability, internal risk controls, or execution parameters.
(b) Submission of an Order constitutes an offer by the Client to enter into a Transaction, which is only accepted upon execution and confirmation by the Company. The Client acknowledges that placing an Order does not create a binding obligation on the part of the Company unless and until it is executed.
(c) Orders are executed subject to available liquidity. In the absence of sufficient liquidity, the Company may be unable to fill or may only partially fill a Client's Order. The Company is not liable for any opportunity loss, foregone profit, or market movement arising from such partial or non-execution.

11.2 Indicative Quotes and Non-Binding Pricing

(a) All Quotes displayed on the Trading Platform or provided through other channels are indicative only and subject to change without notice. The Company is under no obligation to execute Orders at any indicative price previously displayed.
(b) The Client accepts that pricing is proprietary and may diverge from external market prices. Differences may arise from factors including aggregation logic, latency, liquidity provider spreads, or internal pricing models.
(c) A Quote provided by the Company, regardless of delivery method, shall not be construed as a contractual offer to execute a Transaction at that price. Final execution is always subject to market availability and

technical processing.

11.3 Platform Interruptions and Execution Failures

(a) The Company does not guarantee continuous, uninterrupted access to its Trading Platform or other order submission channels. Technical issues, maintenance, overload, cyberattacks, or third-party dependencies may interrupt access or delay execution.
(b) The Client agrees that in the event of any such interruption, the Company shall not be liable for:

- missed trade opportunities;
- price fluctuations occurring during platform downtime;
- unexecuted stop-loss or take-profit Orders;
- delays in Position closure or margin stop-out processing.

(c) The Client is responsible for maintaining alternative communication channels (e.g., email or phone) to contact the Company during service disruptions where feasible.

11.4 Order Handling and Rejection Rights

(a) The Company may, in its absolute discretion and without liability, reject or cancel Orders in whole or in part if:

- the Order violates internal risk thresholds or margin requirements;
- the Order size exceeds market depth or platform-imposed limits;
- the Client account is under investigation, suspended, or subject to legal hold;
- the Order is based on manifest error, stale price, or indicative quote.

(b) The Company may modify or void a Transaction if it determines, acting reasonably and retrospectively, that execution was materially inconsistent with normal market conditions, system integrity, or client conduct rules.

11.5 Market Gaps and Volatility Events

(a) The Client understands that during periods of high volatility, low liquidity, news releases, or market gaps (e.g., weekend or holiday openings), Orders may be executed at prices substantially different from the requested level.
(b) The Company shall not be responsible for any loss, slippage, or missed entry or exit resulting from market gaps or unanticipated movements, even where stop-loss or take-profit Orders were in place.

11.6 No Best Execution Guarantee

(a) The Company operates on an execution-only basis and does not guarantee best execution as defined under Markets in Financial Instruments Directive (MiFID) or any other jurisdictional standard, unless otherwise expressly agreed in writing.
(b) The Client acknowledges that execution may be internalised or outsourced to third-party liquidity

providers at the Company's discretion. No duty exists to search for better prices on external venues or offer price improvement.

11.7 Discretionary Controls and Execution Prioritisation

(a) The Company may employ filters, delays, order throttling, or execution sequencing in accordance with its internal risk management protocols.
(b) Where multiple Orders are received simultaneously or the market experiences congestion, the Company may prioritise execution using automated logic or manual intervention. The Client shall not have any claim based on execution order or delay.

11.8 Limitation of Liability for Execution Outcomes

(a) To the maximum extent permitted by Applicable Law, the Company shall not be liable for any direct, indirect, special, incidental, consequential, or punitive damages arising out of:

- non-execution or delay in execution of Orders;
- deviation between indicative and executed prices;
- slippage, price spikes, market gaps, or system latency;
- platform downtime or trade rejection;
- stop-out liquidations or forced position closures.

(b) The Client expressly waives any right to compensation, claim, or remedy in connection with any of the above execution-related events.

11.9 Force Majeure and Extraordinary Circumstances

The Company shall not be deemed to have breached this Agreement or be liable for any failure or delay in performing its obligations where such failure or delay is caused by Force Majeure, including but not limited tO:

- natural disasters;
- war, terrorism, or civil unrest;
- exchange closures or market halts;
- regulatory intervention or changes in law;
- pandemic or health emergency;
- communication or infrastructure failures.

12 Client Funds and Payment Mechanisms

12.1 Title Transfer Arrangement and Ownership Structure

Unless otherwise expressly agreed in writing, the Client acknowledges and agrees that all funds transferred to the Company for the purpose of meeting Margin obligations or facilitating trading activities are subject to

a Title Transfer Arrangement. This means that legal and beneficial ownership of such funds passes to the Company upon receipt. These funds may be co-mingled with other Company funds and used by the Company in the ordinary course of its business. The Client has no proprietary claim over any specific funds held by the Company and is entitled only to a contractual right of repayment, subject to the conditions of this Agreement and the net balance remaining after all obligations are settled. The Client expressly waives any right to claim trust, segregation, or custodial treatment of transferred funds unless otherwise required by Applicable Law or agreed in writing.

12.2 Deposit Channels and Third-Party Payment Restrictions

All deposits must be made through approved and disclosed payment channels as specified by the Company. The Client must ensure that:

- all funds originate from bank accounts or wallets held in the Client's own legal name;
- l no deposits are made via third parties, nominee accounts, or intermediary payment services without prior written approval from the Company;
- payment references are correctly formatted to ensure proper allocation.

The Company reserves the right to reject, return, or freeze any deposit that appears to involve a third party, mismatched identity, or otherwise triggers anti-money laundering (AML) or counter-terrorism financing (CTF) concerns. In such cases, the Company may also notify relevant authorities in accordance with its reporting obligations.

12.3 Withdrawal Procedures and Security Verification

Withdrawals from the Client's Account shall only be processed:

- to the same funding source from which the original deposit was made, unless otherwise approved;
- upon successful completion of the Company's security and identity verification procedures;
- where the Company is satisfied that the withdrawal does not conflict with AML/CTF laws, sanctions, or internal policies.

The Client must comply with all Company instructions relating to verification of ownership, transaction purpose, or documentation supporting the legitimacy of withdrawals. Failure to do so may result in delays, rejection, or reporting of the transaction.

The Company shall not be liable for any loss or delay arising from the Client's failure to maintain current and accurate payment instructions, or from any refusal by a financial institution to process the transfer.

12.4 Currency Conversion and Fees

Where a Transaction, deposit, or withdrawal involves a currency other than the base currency of the Client's Account, the Company will perform the necessary currency conversion using rates reasonably determined by the Company at the time of processing.

The Client accepts:

- all exchange rate differences, spreads, or conversion fees as applicable;

- that exchange rates may differ from publicly available market rates or interbank benchmarks;
- that conversion results may not be reversed or disputed once completed.

Additional administrative fees, processing charges, or third-party fees may apply to funding or withdrawal operations, as disclosed on the Company's website or Client Portal.

12.5 Set-Off and Netting Rights

The Company may, without notice and at its sole discretion, set off any obligations owed by the Client (whether actual or contingent, matured or unmatured) against:

- any funds held in the Client's Account;
- credits held in any Sub-account, currency ledger, or related Client Account;
- amounts otherwise payable by the Company to the Client. Set-off may be applied across different currencies and Account types, with such conversions performed at prevailing internal rates. The Company's right to set-off shall survive termination of the Agreement and shall extend to any future obligations arising from post-termination liabilities or investigations.

12.6 Client Responsibility and AML Compliance Obligations

The Client is solely responsible for ensuring that all funds deposited, held, or withdrawn:

- originate from lawful, verifiable sources;
- are not derived from criminal activity or intended for unlawful purposes;
- are fully compliant with international AML/CTF standards and any financial disclosure requirements.

The Company reserves the right to:

- request supporting documentation for any deposit or withdrawal;
- conduct Enhanced Customer Due Diligence (ECDD), source-of-funds, or source-of-wealth inquiries at any time;
- suspend, freeze, or reject any transaction pending the outcome of such inquiries;
- report any suspicious activity to relevant financial intelligence units, regulators, or enforcement authorities.

The Client acknowledges that failure to cooperate with AML/CTF procedures constitutes a material breach of this Agreement and may result in account suspension, termination, asset confiscation, or permanent blacklisting without compensation.

13 Fees, Interest and Charges

13.1 Overview of Applicable Fees

The Client acknowledges and agrees that the Company may impose various fees and charges in connection with the provision of its Services. These fees may include, without limitation:

(a) platform usage fees, data access charges, or technology costs associated with the Trading Platform;

(b) spreads embedded within quoted bid and ask prices (see Clause 8.4), which may vary depending on market conditions, instrument class, or account type;
(c) trading commissions where applicable, depending on the Client's Account classification or the instrument involved;
(d) overnight financing fees (Swap Charges) for holding positions past market close, as described in Clause 13.2 below;
(e) fees applied to inactive or dormant accounts, as outlined in Clause 13.3;
(f) currency conversion costs and third-party transfer fees, as detailed in Clause 12.4;
(g) dividend adjustments, where applicable to Contracts for Difference on equity instruments, as detailed in Clause 13.4.
(h) any taxes, levies, or statutory charges that the Company is required to collect, withhold, or remit on behalf of the Client under Applicable Law, as detailed in Clause 13.5.

13.2 Overnight Swap and Holding Charges

For each open Position held overnight, the Company may apply a swap fee or overnight financing charge. These charges are based on the notional value of the Position, prevailing market interest rates, instrument type, and any markup applied by the Company.
(a) Swap fees may result in either a debit or a credit to the Client's Account and are applied automatically at the end of each trading day.
(b) The Client is responsible for reviewing applicable swap rates via the Platform or official fee schedules.
(c) Triple swap adjustments may apply on designated days (e.g. Wednesday for FX) to account for weekend holding.

13.3 Inactivity and Dormancy Charges

Where an Account remains inactive for a period exceeding six (6) calendar months, the Company may classify it as an Inactive Account and apply a periodic administrative fee to cover maintenance, data retention, and platform resource costs.
(a) Such fees may be deducted monthly until the Account is reactivated, closed, or the balance reaches zero.
(b) In the case of Dormant Accounts, the Company may take additional steps including asset forfeiture or reporting under Applicable Law (see Clause 12.6).
(c) The Client will be notified via the Platform or Client Portal before any dormant account fee policy is applied.

13.4 Dividend Adjustments for Equity CFDs

Where the Client holds open CFD Positions on instruments referencing dividend-paying equities, the Company may apply a dividend adjustment on the ex-dividend date.
(a) For long (buy) Positions, the Client's Account may be credited with an amount equivalent to the expected net dividend (less applicable tax or withholding).

(b) For short (sell) Positions, the Client's Account may be debited by an equivalent dividend amount.
(c) All adjustments are at the Company's discretion, based on third-party data or internal calculations. Tax treatment shall align with Clause 14 (Tax Compliance), and any required deductions shall be applied before crediting amounts.

13.5 Tax Implications of Charges

(a) The Client is solely responsible for determining whether any fee, interest, or cost constitutes a taxable event under the laws of their country of residence or tax jurisdiction (see Clause 4.3 and Clause 14.1).
(b) The Company does not withhold tax on fees unless required by Applicable Law. The Client is encouraged to seek independent tax advice to determine the deductibility or reporting implications of any fees incurred.

13.6 Modifications and Interpretive Authority

The Company reserves the right to amend or interpret fee-related terms and cost structures as may be required for legal, regulatory, or risk management reasons. Any such amendments shall be effective immediately upon publication and binding on all Clients thereafter.

13.7 Other Applicable Charges

(a) In addition to the fees outlined above, the Company may impose reasonable administrative or operational charges in connection with special requests or non-standard events, including but not limited to:
i. manual support beyond standard platform functionality;
ii. reactivation, identity re-verification, or archived data retrieval;
iii. processing of rejected withdrawals or returned funds;
iv. enforcement or recovery costs arising from breach, fraud, or negative balances.
(b) Where practicable and not restricted by law, the Company will make commercially reasonable efforts to notify the Client before such charges are imposed.
(c) The Client agrees that these charges form a standard part of financial services operations and may be applied where justified and proportionate to the additional service rendered.

14 Tax Compliance & Reporting

14.1 Client's Independent Tax Responsibility

The Client acknowledges and accepts, as already stated in Clause 4.3(a), that they are solely responsible for identifying, declaring, and fulfilling any tax obligations arising from their trading activities or use of the Services. This includes, but is not limited to, income tax, capital gains tax, transaction taxes, and any applicable indirect or withholding taxes. The Company shall not be liable for any failure by the Client to comply with such obligations.

14.2 No Tax Advice or Representations

As previously clarified in Clause 5.2, the Company does not provide legal, financial, or tax advice. Nothing in this Agreement or communicated via the Platform or Company personnel shall be construed as a representation or guarantee regarding the tax treatment of any transaction or the Client's overall tax status. The Client is encouraged to obtain independent professional advice concerning any tax matters.

14.3 Tax Authority Reporting Obligations (FATCA / CRS)

In accordance with Applicable Law and as reinforced in Clause 12.6, the Company may collect, store, and disclose Client information to tax authorities or regulators under international reporting regimes, including but not limited to the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS). Such disclosures may include:

- Personal identification details and tax residency declarations;
- Account balances and trading activity;
- Any additional documentation required under due diligence procedures.

The Client agrees to cooperate fully with the Company's requests in fulfilling such reporting obligations and acknowledges that the Company may report without further notice where legally required.

14.4 Client Duty to Declare Income and Gains

In line with Clause 4.3(a) and 4.3(c), the Client affirms their obligation to declare and settle any tax liabilities incurred from:

- profits realised from Contracts for Difference (CFDs);
- interest or income arising from Account activity;
- any stamp duties, VAT, or transactional levies that may apply under local law.

The Company assumes no responsibility for issuing tax forms, filing reports on the Client's behalf, or compensating for any tax-related penalties incurred due to non-compliance.

15 Swap-Free Accounts (Islamic Accounts, if applicable)

15.1 Religious Basis and Eligibility

(a) Swap-Free Accounts (also known as Islamic Accounts) are offered solely as a good-faith accommodation to Clients who, based on their adherence to Islamic religious principles, are prohibited from paying or receiving interest (Riba) on financial transactions.

(b) To be eligible, the Client must formally declare and certify that they are a practicing Muslim and that their request for a Swap-Free Account is based exclusively on religious observance. The Company may request supporting documentation and reserves the right to approve or deny any request in its sole discretion.

(c) The Company does not offer religious advice and makes no representation as to the sufficiency of the Swap-Free structure under Shariah law. The Client must independently determine its compliance with their

beliefs.

15.2 Account Features and Operational Fees

(a) Swap-Free Accounts are exempt from overnight swap charges described in Clause 13.2, which are normally applied to open positions held past market close.
(b) In lieu of interest-based swaps, the Company may apply alternative administrative charges, fixed commissions, or financing adjustments to maintain commercial neutrality. These charges are not interest and are not calculated on a time-value-of-money basis.
(c) Applicable fees, if any, will be disclosed in advance through the Trading Platform, Client Portal, or official fee schedules. Clients are responsible for reviewing and understanding all applicable charges prior to engaging in trading.

15.3 Prohibited Practices and Abuse Monitoring

(a) Swap-Free status is granted strictly for religious observance and must not be misused for financial or competitive advantage. Prohibited conduct includes, but is not limited to:
i. using the Swap-Free feature to hold long-term positions for swap avoidance purposes without religious justification;
ii. conducting arbitrage strategies, such as swap differentials across correlated instruments or accounts;
iii. requesting Swap-Free status on multiple accounts or for non-Muslim-controlled entities.
(b) Where the Company determines, in its sole judgment, that a Swap-Free Account has been used abusively or in bad faith, it reserves the right to:
i. immediately revoke Swap-Free status;
ii. reapply previously waived swap charges retroactively;
iii. confiscate profits or balances arising from the abuse;
iv. restrict, suspend, or permanently close the Account.

15.4 Reclassification and Oversight

(a) The Company reserves the right to reclassify any Swap-Free Account as a standard Account if:
i. the Client ceases to meet the religious eligibility criteria;
ii. trading activity indicates misuse of the accommodation;
iii. the Client fails to provide verification upon request.
(b) The Client will be notified of any reclassification where practicable, but the Company retains full discretion to act without prior notice.

15.5 Company Rights and Limitations

(a) The Company reserves the right to discontinue the offering of Swap-Free Accounts or alter applicable charges at any time, subject to Applicable Law.

(b) Nothing in this Clause shall be construed as granting the Client a contractual or permanent right to maintain a Swap-Free Account.
(c) Where no alternative administrative charge was previously applied, the Company retains the right to retroactively impose a reasonable adjustment or clawback to recover operational costs or address misconduct.

15.6 Company Discretion and Final Authority

The Client expressly acknowledges that the granting, maintenance, or withdrawal of Swap-Free Account status is at the sole and absolute discretion of the Company. The Company is under no obligation to approve any application for a Swap-Free Account, and it may deny or revoke such status at any time, without obligation to provide reasons or prior notice. This discretionary authority applies regardless of the Client's religious declaration, trading history, or prior account status.

16 Intellectual Property and Brand Use

16.1 Ownership of Company Materials

All intellectual property rights, including but not limited to software code, trademarks, trade names, service marks, logos, interface layouts, platform functionalities, website content, data architecture, and trading algorithms (collectively, "Company Intellectual Property") are the sole and exclusive property of AR Markets Limited or its licensors. The Client shall not obtain any ownership, title, or proprietary interest in any part of the Trading Platform or associated Services.

16.2 Prohibited Use and Restrictions

The Client shall not copy, distribute, transmit, display, modify, reverse engineer, translate, decompile, publish, create derivative works from, or otherwise exploit any part of the Company Intellectual Property. Use of the Company's name, logo, trade dress, or other identifiers for commercial, promotional, resale, or partnership purposes is strictly prohibited without prior written consent from the Company.

16.3 Third-Party Tools and Interface Access

The Platform may incorporate or interact with third-party tools, software components, data sources, or interface elements provided by external vendors. The Client acknowledges that access to such third-party tools is subject to their respective licensing terms, availability, technical limitations, and usage restrictions. The Company does not guarantee the accuracy, continuity, or performance of services delivered through third-party integrations and shall not be liable for any disruption, limitation, or error arising from such dependencies. Use of third-party tools for automated trading, data extraction, or system interaction is prohibited unless expressly approved in writing by the Company.

16.4 No Ownership of Platform Content

All content made available through the Platform—including market data, charts, pricing information, analytics, trade history, interface layouts and any proprietary materials—remains the exclusive property of the Company or its licensors. Access to such content grants the Client only a limited, revocable license for personal trading use. The Client shall not acquire any ownership, intellectual property rights, or commercial usage rights over such content. Any reproduction, distribution, modification, or commercial exploitation is strictly prohibited without prior written consent from the Company.

16.5 Compatibility with Partnership and Promotional Terms

This Clause shall be interpreted in conjunction with any applicable cooperation arrangement, including but not limited to any Introducing Broker (IB) Agreement, White Label Agreement, strategic collaboration memorandum, co-marketing protocol, or other business development arrangement that the Company may enter into. Where such agreements contain additional or differing provisions concerning the use of intellectual property, brand elements, or promotional materials, those terms shall apply concurrently. In the event of conflict or inconsistency, the terms of the relevant cooperation agreement shall take precedence, unless explicitly stated otherwise.

17 Prohibited Conduct and Market Abuse

17.1 General Conduct Obligations

(a) The Client agrees to use the Trading Platform and the Services in a fair, honest, and lawful manner. All activity must reflect genuine market interest and comply with the principles of fair dealing and integrity.
(b) The Client must not engage in any conduct that disrupts, manipulates, or distorts the normal functioning of the Trading Platform or market operations. This includes, but is not limited to, attempting to interfere with price formation, delay execution for advantage, or hinder other Clients' access to fair execution.
(c) The Client shall comply with all Applicable Laws and regulatory obligations, including, without limitation:
i. laws prohibiting insider dealing and the misuse of confidential information;
ii. rules governing market manipulation, including fictitious transactions, price distortion, and dissemination of false or misleading signals;
iii. anti-money laundering (AML), counter-terrorism financing (CTF), and financial sanctions regulations in any relevant jurisdiction.
(d) The Client acknowledges that any breach of this Clause shall constitute a material breach of this Agreement and may result in immediate suspension, termination of the Account, and referral to competent regulatory or law enforcement authorities.
(e) The Company reserves the right, at its sole discretion, to monitor, investigate, and enforce conduct requirements to uphold market integrity and platform security.

17.2 Market Abuse and Manipulative Practices

(a) The Client is strictly prohibited from engaging in any form of market abuse or manipulative trading practice on the Platform. This includes, without limitation:
i. Insider Trading — dealing based on non-public, material information;
ii. Price Manipulation — including fictitious pricing, layering, spoofing, or otherwise distorting fair market conditions;
iii. Wash Trading — executing trades that do not result in a change of beneficial ownership in order to create a false impression of liquidity or demand;
iv. Pre-arranged Trading — coordinating trades with a known counterparty to simulate legitimate market activity;
v. Quote Stuffing and Message Flooding — rapidly placing and cancelling high volumes of Orders with the intent to disrupt price discovery or platform performance;
vi. Pump-and-Dump Schemes — artificially inflating prices for the purpose of inducing others to trade before liquidating positions at a profit;
vii. Cornering or Squeezing — engaging in activity designed to dominate supply or restrict liquidity in any instrument for manipulative advantage.
viii. Price Campaigning in CFDs — participating in or coordinating group trading behaviour (whether through private forums, social media, signal groups, or other communication channels) aimed at driving the price of specific CFD instruments or their underlying assets (including, without limitation, OTC venues, spot markets, or other related exchanges) in a particular direction, with the intent to mislead other market participants, generate artificial momentum, distort market sentiment, or trigger reactions from the Platform, liquidity providers, or other trading systems.
(b) The Client shall not engage in any conduct intended to mislead, deceive, or impair the trading decisions of other Clients or disrupt market transparency.

17.3 Platform Abuse and System Exploitation

(a) The Client must not attempt to exploit, manipulate, or interfere with the operation, integrity, or logic of the Trading Platform for financial gain or competitive advantage. This includes exploiting latency, system behaviour, or price inconsistencies to secure risk-free or abnormal profits.
(b) Prohibited behaviours under this Clause include, but are not limited to:
i. Latency Arbitrage — exploiting time delays between price feeds or Order execution to profit from stale Quotes, typically involving risk-free or low-risk trades;
ii. Scalping — engaging in high-frequency short-term trading strategies, especially where such practices are restricted under the Client's Account type or trading conditions;
iii. Reverse Arbitrage — using discrepancies between the Platform price and external market data to extract guaranteed or low-risk profits through manipulative trading behaviour;
iv. Artificial Delay Strategies — deliberately introducing timing irregularities in Order placement or execution to create misleading price signals or false trading intent;
v. Simultaneous Long/Short Hedging Abuse — opening opposing positions on correlated instruments

or within related accounts to bypass risk controls, manipulate margin usage, or create risk-free exposure;

vi. Exploitation of Platform Logic — manipulating order queuing mechanics, pricing algorithms, quote processing order, or execution sequencing anomalies to gain execution advantages not intended by the system design;

vii. Negative Balance Protection Abuse — deliberately triggering negative balances by exploiting system delays, execution gaps, or platform protections with the intent to externalise risk or obtain unjustified profit under guaranteed loss-limiting mechanisms.

(c) The Company monitors activity patterns for indicators of abusive behaviour and reserves the right to cancel, reverse, or adjust any Transactions that result from system exploitation, regardless of intent.

17.4 Multi-Account and Identity Manipulation

(a) The Client must not create, maintain, or operate multiple Accounts under different identities or through third parties where the purpose is to evade platform rules, circumvent margin or exposure limits, access unauthorised account features, or influence market execution logic.

(b) Without limiting the scope of Clause 6 (Cybersecurity and Electronic Account Use), prohibited conduct includes, but is not limited to:

i. submitting falsified or impersonated identity documents to open Accounts;

ii. controlling or transacting through Accounts registered in the name of another person without proper authorisation and disclosure;

iii. placing offsetting or coordinated trades across Accounts owned by the same Client or by related persons to manipulate risk exposure or platform behaviour;

iv. operating multiple Accounts in a manner that conceals beneficial ownership or obstructs risk monitoring.

(c) The Company may, at its sole discretion, consolidate risk exposure across all Accounts associated with a single natural person, legal entity, or beneficial owner. The Company may apply internal netting, restrict trading access, freeze or terminate Accounts, and withhold or cancel any profits deemed to result from such improper activity.

(d) Any attempt to bypass verification or compliance procedures through account fragmentation, nominee registration, or use of undisclosed third parties shall be treated as a material breach of this Agreement and may trigger enforcement actions under Clause 4.5 and Clause 12.6.

(e) This Clause shall operate concurrently with the Company's anti-money laundering, client verification, and cybersecurity provisions, and shall not limit any other rights of investigation, enforcement, or cooperation with regulatory or enforcement agencies under Applicable Law.

17.5 Swap-Free (Islamic Account) Abuse

(a) Swap-Free Accounts are provided solely for Clients who adhere to Islamic religious principles and are prohibited from engaging in interest-based transactions. The Client must not request, operate, or benefit from a Swap-Free Account for any purpose other than genuine religious observance.

See also Clause 15 (Swap-Free Accounts), which operates in conjunction with this Clause.

(b) The following behaviours are strictly prohibited and shall constitute abuse of the Swap-Free arrangement:
i. applying for a Swap-Free Account without genuine adherence to Islamic faith or religious justification;
ii. using Swap-Free status across multiple Accounts or related entities to exploit swap differentials, arbitrage strategies, or comparative advantages over standard Account types;
iii. maintaining prolonged open Positions without active trading in a manner inconsistent with the intended purpose of Swap-Free Accounts, including the avoidance of overnight financing costs.
(c) Where the Company determines, at its sole discretion, that the Client has engaged in misuse or abuse of Swap-Free status, it may, without prior notice:
i. revoke the Client's Swap-Free designation and reclassify the Account;
ii. apply retroactive swap adjustments to previously exempted Positions;
iii. withhold, cancel, or recover any profits derived from the abuse;
iv. restrict or terminate the Account in accordance with Clause 4.5, Clause 12.6 and Clause 20.

17.6 Promotional or Bonus Misuse

(a) The Client must not engage in any behaviour that seeks to obtain, accelerate, or retain promotional benefits, trading bonuses, rebates, or other incentives in a manner inconsistent with the stated purpose, eligibility criteria, or good-faith intent of such offers.
(b) Prohibited conduct under this Clause includes, without limitation:
i. opening or operating multiple Accounts for the purpose of claiming duplicate bonuses or promotions;
ii. using false, incomplete, or disguised identity information to obtain incentives under different names, profiles, or entities;
iii. executing artificial or circular trading activity (e.g. wash trades or self-directed volume) solely to meet minimum trading requirements for early bonus withdrawal;
(c) Where the Company determines, in its sole discretion, that promotional abuse has occurred, it may, without prior notice:
(d) This Clause shall operate concurrently with any specific terms set out in the Bonus Terms, Introducing Broker Agreement, or other promotional documentation. In the event of inconsistency, the applicable promotional terms shall prevail for purposes of scope and eligibility enforcement.

17.7 Technical Misconduct

(a) The Client must not engage in any behaviour that disrupts, exploits, or manipulates the technical infrastructure of the Trading Platform, whether directly or through third-party tools, with the intent to gain unauthorised access, override system controls, or artificially influence trading outcomes.
(b) Without limiting the generality of this Clause, the following activities are expressly prohibited:
i. deploying or integrating any unauthorised automated trading systems, scripts, or plug-ins (including API calls) that are not expressly approved in writing by the Company;
ii. initiating excessive, malformed, or disruptive order flows with the intent or effect of overloading system capacity or degrading platform performance (including denial-of-service behaviours);
iii. accessing or attempting to access execution pathways or system functions not visible or intended for

Client use, including direct gateway calls or backend interface manipulations;
iv. using external software or devices to coordinate the simultaneous operation of multiple Accounts (whether owned or controlled by the same or related Clients) in order to create artificial trading activity, volume, or liquidity signals;
v. circumventing any internal risk controls, trading limitations, execution restrictions, or system-imposed safeguards by way of timing manipulation, session spoofing, or identity obfuscation.
(c) The Company retains the right to investigate and interpret any anomalous trading or system activity as potential technical misconduct. Where such conduct is identified or reasonably suspected, the Company may, without notice:
i. suspend access to affected Accounts and related systems;
ii. cancel or reverse any impacted Transactions;
iii. report the activity to relevant enforcement or regulatory authorities;
iv. pursue civil or criminal remedies as permitted by Applicable Law.
(d) This Clause shall be read in conjunction with Clause 6 (Cybersecurity), Clause 7 (Platform Access), and Clause 17.3 (Platform Abuse), and shall not limit the Company's right to impose independent enforcement actions for any breach arising from technological or infrastructure manipulation.

17.8 Consequences and Enforcement Rights

(a) Where the Company reasonably determines that the Client has engaged in any conduct prohibited under Clause 17 or elsewhere in this Agreement, including but not limited to market abuse, platform exploitation, identity manipulation, or promotional misuse, the Company may, without prior notice and at its sole discretion, take one or more of the following actions:
i. Immediate Suspension — restrict access to the Client's Account, Sub-accounts, or specific Platform functionalities pending investigation or enforcement;
ii. Account Freezing — place an indefinite or conditional freeze on all funds, open Positions, or withdrawal requests associated with the relevant Account(s);
iii. Transaction Cancellation or Reversal — cancel, void, or retroactively adjust any Transaction, trade, or Position deemed to have resulted from or been influenced by prohibited conduct, regardless of intent;
iv. Profit Withholding and Clawback — withhold, confiscate, or recover any profits, rebates, incentives, or bonuses obtained through or in connection with the breach;
v. Retroactive Adjustments — impose swap charges, commissions, administrative fees, or other cost adjustments that would have applied but for the breach or abuse;
vi. Internal Netting and Consolidation — offset the value of any loss or liability arising from the breach against other balances, Sub-accounts, or entitlements held by the Client, in accordance with Clause 12.5;
vii. Reclassification or Termination — downgrade the Client's Account type, reclassify the Client's status, or permanently terminate the Client relationship in accordance with Clause 20.
(b) The Company may also take external enforcement measures where deemed necessary, including:
i. Regulatory Reporting — report the Client's conduct to financial regulators, enforcement authorities, or

financial intelligence units as required or permitted under Applicable Law;
ii. Legal Proceedings — initiate civil recovery proceedings to claim losses, enforce obligations, or seek injunctive or equitable relief;
iii. Blacklist and Access Restriction — deny future access to the Company's Services or affiliated platforms and share relevant compliance data with affiliated entities or partners.
(c) The Client shall have no right to compensation, restitution, or refund in respect of any enforcement measure undertaken pursuant to this Clause. The Company shall not be liable for any opportunity loss, damage to reputation, or business interruption resulting from the enforcement of this Clause.
(d) This Clause operates independently and in parallel with Clause 20 (Termination and Company Rights), and does not preclude the Company from terminating the Agreement or taking additional action in accordance with any other Clause of this Agreement or Applicable Law.

17.9 Waiver of Claims and Acknowledgement

(a) The Client expressly acknowledges and agrees that the Company retains sole and reasonable discretion to investigate, interpret, and determine whether any conduct constitutes a breach of Clause 17 or any other provision of this Agreement. The Client shall not dispute the Company's good-faith determination made on the basis of available facts, records, and system evidence.
(b) The Client irrevocably waives any right to:
i. claim damages, compensation, or restitution in connection with any enforcement action taken by the Company under Clause 17.8;
ii. seek arbitration, mediation, or other dispute resolution avenues for the reversal, cancellation, or restriction of any Account, Transaction, or benefit undertaken pursuant to the Company's compliance obligations or risk controls;
iii. challenge or contest any retroactive adjustments, profit reversals, or enforcement outcomes arising from violations of the conduct standards set forth in this Agreement.
(c) The Client agrees to fully and promptly cooperate with the Company in any investigation relating to prohibited conduct. This includes, without limitation:
i. provision of identity documents, funding records, and beneficial ownership declarations;
ii. access to or retrieval of Account usage history, transaction logs, and communication records, including chat transcripts and system activity data;
iii. compliance with reasonable requests for interviews, sworn declarations, or other due diligence protocols.
(d) This Clause shall apply without prejudice to the Company's other rights under this Agreement or Applicable Law, including the right to refer matters to regulators, law enforcement, or judicial bodies. Nothing herein shall limit the Company's ability to pursue legal remedies, recover losses, or enforce judgments in any jurisdiction.

18 Extreme Market Conditions and Market Disruption Events

18.1 Definition and Triggering Events

For the purposes of this Agreement, "Extreme Market Conditions" or "Market Disruption Events" shall include, without limitation:
(a) suspension, delay, or premature closure of the underlying market or exchange;
(b) exceptional events affecting trading hours, reference pricing, or continuity of the underlying asset or index;
(c) significant spikes in volatility, severe illiquidity, or abrupt market dislocations;
(d) failure, delay, or material interruption in pricing feeds, execution channels, or third-party data sources;
(e) governmental, regulatory, or judicial intervention affecting market conditions or instrument availability;
(f) any extraordinary event, including but not limited to corporate actions (mergers, acquisitions, restructures, liquidations), index composition changes, or delisting of the relevant asset or instrument.

18.2 Adjustment Rights and Execution Measures

In the occurrence of any of the above, the Company reserves the right to take any reasonable action it deems necessary to preserve platform stability and market fairness, including but not limited to:
(a) adjusting the execution price, settlement price, or pending order levels (including take-profit and stop-loss levels);
(b) modifying, delaying, rejecting, or partially fulfilling Client Orders;
(c) forcing partial or full liquidation of open Positions;
(d) applying revised spreads, leverage settings, or margin requirements;
(e) restricting account functionality, disabling trade access, or freezing the Account temporarily.

18.3 Suspension and Removal of Trading Instruments

(a) adjusting the execution price, settlement price, or pending order levels (including take-profit and stop-loss levels);
(b) modifying, delaying, rejecting, or partially fulfilling Client Orders;
(c) forcing partial or full liquidation of open Positions;
(d) applying revised spreads, leverage settings, or margin requirements;
(e) restricting account functionality, disabling trade access, or freezing the Account temporarily.

18.4 Contract Modifications and Substitutions

In the event of fundamental changes to the structure or availability of the underlying asset or index, the Company may, in its sole discretion:
(a) modify the terms or valuation method of open CFD contracts to reflect prevailing conditions;
(b) substitute the instrument with a new or related asset or index;
(c) close affected Positions and offer Clients the opportunity to re-establish Positions at a later time;
(d) terminate the product offering and settle open Positions at a reasonably determined final value.

18.5 Risk Disclosure and Limitation of Liability

(a) This Clause shall be read together with the Risk Disclosure Notice (RDN), which outlines general and product-specific risks associated with trading under volatile or disrupted conditions;
(b) The Client accepts that any execution adjustments, settlement values, or instrument suspensions arising from a Market Disruption Event shall not constitute a breach of contract and shall not give rise to compensation or damages;
(c) In determining final execution or settlement prices during such events, the Company may rely on:
i. the last available market price deemed reliable;
ii. quotations from independent pricing providers or liquidity partners;
iii. internally developed valuation models, especially where external prices are not available or distorted;
(d) The Company shall have sole and reasonable discretion to assess whether a Market Disruption Event has occurred and to implement mitigation or adjustment measures accordingly.

19 Manifest Error

19.1 Definition and Scope

A "Manifest Error" refers to any error, omission, or misstatement that is so obvious and clear that no reasonable person would consider it to be accurate. This may include, but is not limited to:
(a) materially incorrect or stale price Quotes resulting from typographical mistakes, data feed disruptions, or system latency;
(b) pricing that deviates substantially from the prevailing market price or from the prices quoted by other liquidity sources;
(c) system or platform logic malfunctions leading to abnormal execution, margin calculation, or exposure assignment;
(d) order creation, display, or execution resulting in unreasonably large price gaps or quantities inconsistent with normal market behaviour.
A Manifest Error may arise during any stage of the transaction lifecycle, including order placement, amendment, execution, confirmation, or subsequent display. It applies regardless of whether the error originated from human input, technological failure, or third-party infrastructure.

19.2 Rectification Rights of the Company

In the event that the Company reasonably determines a Transaction or Open Position has been affected by a Manifest Error as defined in Clause 19.1, the Company may, without the Client's consent and without prior notice, take any of the following actions, acting in good faith and in a commercially reasonable manner. These actions include, but are not limited to:
(a) amend the terms of the Transaction to reflect what the Company considers would have been fair market terms at the time the Transaction was executed, had the error not occurred;

(b) void the Transaction from inception, such that it is deemed never to have taken place;
(c) close or adjust any Open Position established as a result of or affected by the Manifest Error;
(d) suspend or restrict the Client's Account pending further investigation or remediation;
(e) recover from the Client any funds, credits, or profits received as a direct or indirect result of the Manifest Error.
The Company may act unilaterally to correct any Manifest Error without prior notice. Notification, if provided, is purely discretionary and shall not affect the validity or enforceability of any corrective action taken. The Client agrees to cooperate fully with any investigation into the circumstances of the Manifest Error and, where applicable, to return or repay any unjust enrichment resulting therefrom upon written demand.

19.3 Determination Criteria and Reasonable Discretion

The Company shall determine whether a situation constitutes a Manifest Error at its sole and reasonable discretion. In doing so, the Company may consider, but is not limited to, the following factors:
(a) significant deviation of the quoted price from prevailing market prices for the relevant instrument or underlying asset;
(b) errors, omissions, or ambiguities in data feeds, reference sources, or market announcements relied upon by the Company;
(c) execution or matching logic resulting in clearly irrational
(d) any disruption, imbalance, or irregularity in market conditions or trading behaviour that materially impacts price integrity.pricing, inconsistent with current market depth or liquidity;
For the avoidance of doubt, the Client's expectations, unrealised gains or losses, or any financial arrangements entered into in reliance on the affected Transaction shall not be considered when determining the existence or extent of a Manifest Error.

19.4 Remedies and Reversals

(a) Where a Transaction or Open Position is determined to be based on a Manifest Error, the Company may, without the Client's consent and in addition to any other rights available under this Agreement or at law, take any corrective or protective action it considers appropriate. Such actions include, but are not limited to:
i. amending the terms of the Transaction to reflect the fair market conditions that would have applied had the Manifest Error not occurred;
ii. Closing Out the Transaction or any Open Positions resulting from or affected by the error;
iii. treating the Transaction as void from inception, such that no legal obligations shall be deemed to have arisen;
iv. adjusting, suspending, or restricting access to the Client's Account, including the imposition of trading or withdrawal limits;
v. refraining from taking any remedial action if the Company considers such restraint more appropriate in the circumstances;
vi. taking any other action the Company deems necessary to maintain the integrity of the Trading Platform or to correct resulting imbalances or distortions.

(b) Where funds, profits, credits, or any other form of benefit have been paid to or realised by the Client as a result of a Manifest Error, the Company shall be entitled to recover such amounts in full. This includes, without limitation:

i. realised or unrealised gains derived from the Transaction;

ii. margin relief or hedging benefits acquired in connection with erroneous pricing;

iii. proceeds from Positions later determined to have arisen from error.

(c) Upon written demand, the Client must return any amounts improperly received due to a Manifest Error within the timeframe specified by the Company. The Company may also:

i. debit the Client's Account without further notice;

ii. set off such amounts against any existing or future claims or entitlements;

iii. freeze funds or restrict Account access pending full restitution;

iv. initiate legal proceedings or report the matter to authorities if restitution is not effected in a timely manner.

(d) The Client expressly agrees and acknowledges that these remedies are necessary to preserve the orderly operation of the Trading Platform and to prevent unjust enrichment. No compensation shall be payable to the Client in respect of any action taken under this Clause.

19.5 No Liability for Consequential Losses

(a) The Company shall not be liable for any loss, cost, damage, or expense arising directly or indirectly from any Manifest Error.

(b) Without limiting the generality of the foregoing, the Company expressly disclaims any liability for:

i. loss of opportunity, anticipated profits, or revenues;

ii. indirect, special, punitive, or consequential damages;

iii. damages resulting from delays, execution failures, or erroneous Transactions caused by third-party liquidity providers, quote aggregators, or market data sources on which the Company reasonably relies.

(c) The Client acknowledges and agrees that Manifest Errors may result from circumstances beyond the Company's control and that corrective actions taken under Clause 19 are necessary for the protection of market integrity. The Client waives any right to compensation for damages or claims arising from such corrective actions, except where prohibited by Applicable Law.

19.6 Execution of Rights and Notice

The Company shall exercise the rights provided under this Clause promptly and in good faith, taking into account the need to mitigate further exposure, correct systemic imbalance, and preserve the integrity of the Trading Platform. This includes the Company's right to unilaterally amend, void, or Close Out Transactions affected by a Manifest Error, and to recover any resulting benefit or credit, as set out in Clauses 19.2 to 19.4. Where practicable, the Company may notify the Client of any corrective or protective action prior to implementation. Such notice, if given, may be provided through the Trading Platform or other authorised communication channels. However, the Client acknowledges that due to the urgency or operational sensitivity of certain Manifest Errors, prior notice may not be feasible or appropriate. In such cases, the Company may proceed without notice and provide post-facto notification at its discretion.

The Client further acknowledges that any failure to notify, whether before or after the action, shall not affect the validity, effect, or enforceability of the measures taken by the Company under this Clause. The absence of prior notice shall not limit the Company's authority to correct or reverse Manifest Errors, nor create any right of compensation or expectation on the part of the Client.

19.7 Interaction with Other Clauses

This Clause shall be read in conjunction with and interpreted consistently alongside the following provisions of this Agreement:

- **Clause** 9 **(Order Types and Execution Mechanics)** — which sets out the procedures and parameters for Order submission and execution, and is relevant where errors arise in order pricing or processing.
- **Clause 10 (Margin, Account Balance** and **Liquidation)** — which governs margin calculation and automatic liquidation, particularly in cases where Manifest Errors may affect net equity or trigger forced liquidation events.
- **Clause 11** (Execution **Disclaimers and Limitations)** — which addresses indicative pricing, execution slippage, and platform reliability, and supports the Company's position in limiting liability for outcomes linked to Manifest Errors.
- **Clause 18 (Market Disruption and Adjustment Events)** — which provides the Company with adjustment and suspension rights under extreme market conditions, some of which may overlap or coincide with Manifest Error scenarios.

To the extent of any conflict, the provisions of this Clause 19 shall be interpreted in a manner that upholds the Company's rights to correct, reverse, or otherwise remedy any Manifest Error, without prejudice to any broader rights provided elsewhere in this Agreement.

20 Company Rights and Termination Mechanism

20.1 Account Suspension or Termination

The Company reserves the right to suspend, restrict, or permanently terminate the Client's Account, with or without prior notice, where the Company determines, in its sole discretion, that:
(a) the Client has violated any provision of this Agreement, including but not limited to Clause 17 (Prohibited Conduct and Market Abuse);
(b) the Client has provided false, misleading, or incomplete information during the onboarding process or in any ongoing verification;
(c) the Client engages in or is reasonably suspected of engaging in abusive, fraudulent, or manipulative activity on the Trading Platform;
(d) the Client declares themselves, or is reasonably identified by the Company through its fully discretionary assessment, as a vulnerable client whose continued access to leveraged trading services may pose heightened financial or psychological risk;
(e) the Client becomes insolvent, bankrupt, or otherwise unable to satisfy financial obligations as they fall due;

(f) the Company is required to do so to comply with legal, regulatory, or risk management obligations; or
(g) continued provision of Services is deemed commercially unviable or detrimental to the integrity of the Trading Platform.

20.2 Position Liquidation and Funds Withholding

Upon suspension or termination of the Client's Account under this Clause, the Company may, without the Client's consent and without further notice:
(a) Close Out any or all Open Positions held in the Account;
(b) cancel any outstanding Orders;
(c) restrict, freeze, or withdraw access to the Client's funds;
(d) deduct any fees, costs, losses, or liabilities incurred by the Company as a result of the Client's conduct or non-compliance; and
(e) apply any remaining Account balance towards outstanding obligations to the Company, including indemnification of damages or third-party claims.

20.3 Transaction Review and Adjustment

The Company retains the right to review and, where necessary, reverse or amend any Transaction that it reasonably determines to have been:
(a) executed during a period of technical failure or Abnormal Market Conditions as set out in Clause 18 (Market Disruption Events);
(b) based on a Manifest Error under Clause 19;
(c) in breach of the terms of this Agreement or arising from unauthorised, improper, or abusive conduct by the Client.

20.4 Post-Termination Obligations

Upon termination of this Agreement or the Client's Account for any reason:
(a) the Client shall remain liable for all obligations, liabilities, and costs incurred prior to the date of termination;
(b) the Company shall be entitled to retain any Client funds required to cover such obligations until full satisfaction thereof;
(c) any remaining funds after all deductions and settlements shall be returned to the Client using a method and timeline determined by the Company, subject to regulatory restrictions;
(d) the Client shall cooperate with any remaining compliance, audit, or legal process requested by the Company following termination.

20.5 No Waiver of Rights

The exercise of any termination or enforcement right by the Company shall not prejudice any other right or remedy it may have under this Agreement, at law, or in equity. Failure to enforce any provision shall not

constitute a waiver of that or any other right.

21 Client Data and Privacy Protection

21.1 Collection and Use of Client Data

The Company may collect, process, store, and use personal data, financial records, transaction history, behavioural patterns, and communication logs related to the Client for purposes including but not limited to: account administration, execution of services, legal and regulatory compliance, fraud prevention, and internal analytics. The Client acknowledges that the scope, purpose, and conditions of such data usage are further detailed in the Company's Privacy Policy and Cookies Policy, which shall be read in conjunction with this Agreement and form an integral part of the contractual relationship.

21.2 Recording and Monitoring of Communications

Pursuant to Clause 6.3 (Cybersecurity and Electronic Account Use), the Client acknowledges and consents to the Company recording or monitoring all communications conducted through telephone, email, platform messaging, or other electronic means. Such recordings may be used to resolve disputes under Clause 25 (Complaints and Dispute Resolution), verify instructions, ensure service quality, or meet regulatory requirements. All recordings shall be retained in accordance with the Company's internal policies and applicable data retention laws.

21.3 Cross-Border Transfer and Data Hosting

In connection with the operation and maintenance of the Trading Platform and the fulfilment of the Company's obligations under this Agreement, the Client's data may be stored or processed in jurisdictions outside of their country of residence. Such transfers may include access by affiliates, service providers, or regulators located in countries where data protection standards differ from those in the Client's home country. The Company will take commercially reasonable measures to ensure that such transfers comply with Applicable Law and maintain the confidentiality and integrity of the data.

21.4 Mandatory Disclosure and Legal Exceptions

In alignment with Clause 12.6 (AML, Sanctions and Regulatory Cooperation) and Clause 17 (Prohibited Conduct and Market Abuse), the Company may disclose the Client's data to competent authorities, regulators, enforcement agencies, or courts without prior notice if such disclosure is required or reasonably deemed necessary to comply with legal obligations, court orders, investigations, or supervisory directives. This includes reporting of suspicious activities or breaches of financial crime legislation. The Client expressly waives any right to contest such disclosure or seek damages resulting therefrom.

21.5 Access, Correction, and Data Rights

Subject to Applicable Law, the Client has the right to request access to personal data held by the Company, and to request correction or deletion of any inaccurate, outdated, or irrelevant information. Such requests shall be submitted via the Client Portal or in writing to the Company's Data Protection Officer. Any request will be handled in accordance with applicable privacy legislation and internal verification protocols.

21.6 Ongoing Consent and Policy Interaction

The Client's continued use of the Services constitutes ongoing consent to the Company's data practices as outlined in this Clause and further specified in the Privacy Policy and Cookies Policy. In case of inconsistency between this Clause and the standalone policies, the policies shall prevail to the extent necessary to meet regulatory disclosure, transparency, or consumer protection requirements.

22 Sub-Accounts and Related Services

22.1 Applicability of Special Account Structures

The Company may offer Clients access to additional account structures or services beyond standard Trading Accounts, including but not limited to Social Trading Accounts, PAMM (Percentage Allocation Management Module) and MAM (Multi-Account Manager) structures, or other signal-based or copy trading services. These Sub-Accounts or auxiliary services may involve the delegation of trading authority, replication of strategies, or automated execution functions based on third-party inputs. Where applicable, these arrangements shall be governed by separate terms and conditions, such as the PAMM/MAM Account Agreement or Signal Provider Agreement, which shall operate in conjunction with this Agreement.

22.2 Limited Liability in Respect of Third-Party Trading Managers

Where the Client authorises or permits a third party (such as a trading advisor, money manager, signal provider, or automated system) to access, control, or trade on the Client's Account or Sub-Account, the Client acknowledges and agrees that the Company bears no responsibility for the performance, conduct, or outcomes of such third-party activity. The Company does not endorse, supervise, or guarantee the competence, integrity, or strategy of any external manager. All authorisations are at the Client's own risk, and the Client remains fully liable for all positions, losses, or obligations incurred as a result of such delegation.

22.3 Signal Copying and Automated Execution Disclaimer

Participation in copy trading, social trading, or signal-following services does not constitute investment advice or discretionary portfolio management by the Company. The Company does not warrant the accuracy, timeliness, or profitability of any signals received, nor does it verify the trading credentials or historical performance of signal providers. The Client accepts that:

(a) execution timing, slippage, latency, and technical differences may cause divergence between copied and original trades;
(b) any trading losses arising from reliance on signals or strategy replication are borne exclusively by the Client;
(c) past performance of any strategy or signal provider is not indicative of future results.

22.4 Risk Allocation and Independent Evaluation

The Client acknowledges and agrees that participation in Sub-Account services, including but not limited to PAMM/MAM structures, signal mirroring, or third-party discretionary trading, carries elevated risks. These include lack of control over execution, inconsistent results, over-leverage, and technical disruption. The Client is solely responsible for evaluating the appropriateness of such services and assumes full liability for any trading loss, margin call, or Account impact arising from their use. Clause 21 (Client Data and Privacy Protection) shall apply to any personal or trading data shared with signal providers or account managers, subject to the Company's Privacy Policy.

22.5 Coordinated Application with Supplementary Agreements

This Clause shall be interpreted in coordination with any PAMM/MAM Agreement, Social Trading Terms, or Third-Party Signal Provider Policies that the Company may issue or make available to Clients from time to time. In the event of inconsistency between this Clause and such supplementary agreements, the latter shall prevail to the extent necessary to define scope, eligibility, or limitations of the specific Sub-Account service.

23 Marketing, Promotions and Bonus Terms

23.1 Availability of promotions

The Company may from time to time introduce marketing campaigns, bonus schemes, rebate programs, or other promotional incentives at its sole discretion. These promotions may be open to all Clients or targeted to specific individuals based on eligibility criteria determined by the Company.

23.2 Conditions for Bonus Withdrawal

All bonuses, credits, or promotional benefits are subject to specific terms and conditions. Clients must satisfy the required conditions, including but not limited to minimum trading volume, holding periods, and account activity benchmarks, before any such benefit or related profit becomes eligible for withdrawal.

23.3 Abuse and Misuse of Promotional Schemes

If the Company reasonably determines that a Client has engaged in activity intended to exploit or misuse promotional offers, including but not limited to maintaining multiple accounts, coordinating with third

parties, conducting offsetting or non-genuine transactions, or any other behaviour inconsistent with the purpose of the promotion, the Company may take corrective action. This may include the cancellation of bonuses, withholding or reversal of profits, suspension or closure of affected accounts, and any other measures deemed necessary in accordance with Clause 17 regarding Prohibited Conduct.

23.4 Incorporation into this Agreement

Each promotion shall be governed by its specific campaign rules. Where a Client participates in a promotion, the applicable promotional terms shall form part of this Agreement. If there is any inconsistency between this Clause and the terms of a specific promotion, the latter shall prevail to the extent of that campaign.

23.5 Interaction with Related Agreements

This Clause shall be interpreted in conjunction with any applicable Introducing Broker Agreement, Bonus Terms, Affiliate Agreement, or other cooperative arrangements issued by the Company. These related documents may contain further obligations or restrictions that supplement this Clause. Clients must review and comply with all applicable promotional rules and related agreements.

24 Force Majeure and Exclusion of Liability

24.1 Definition of Force Majeure Events

The Company shall not be liable for any failure to perform its obligations under this Agreement due to any Force Majeure Event. A Force Majeure Event includes, but is not limited to:

(a) natural disasters such as floods, earthquakes, hurricanes, or fires;

(b) war, armed conflict, terrorism, riots, civil unrest, or sabotage;

(c) governmental actions, regulatory restrictions, or changes in applicable laws;

(d) failure, interruption, or malfunction of communication, data processing, trading infrastructure, or electricity supply;

(e) disruptions, delays, or inaccuracy of data feeds, liquidity channels, or external pricing sources;

(f) pandemic outbreaks or public health emergencies;

(g) cyberattacks, denial-of-service events, system intrusion, or malicious code affecting systems or services;

(h) any other circumstance beyond the Company's reasonable control which prevents or hinders the performance of its obligations.

24.2 Consequences of Force Majeure

(a) Where a Force Majeure Event occurs, the Company may, without prior notice and at its sole discretion:

i. suspend or modify part or all of the Services;

ii. cancel or adjust Orders and Transactions;

iii. cease processing of withdrawals or account access temporarily;

iv. reverse executed trades that the Company reasonably determines were affected by the Force Majeure Event.

(b) The Client agrees that any such action taken in response to a Force Majeure Event is binding and that the Company shall not be liable for any resulting losses, damages, or opportunity costs.

24.3 General Limitation of Liability

Except in cases of gross negligence, wilful misconduct, or fraud, the Company shall not be liable to the Client for:

(a) any indirect, special, incidental, punitive, or consequential damages, including but not limited to loss of profits or business opportunity;

(b) delays, errors, interruptions, or failures in transmission or execution caused by telecommunications, market volatility, or third-party infrastructure;

(c) any losses arising from the reliance on third-party price quotes, liquidity feeds, or market data providers;

(d) decisions made based on inaccurate or delayed information or system unavailability;

(e) any loss resulting from the use of third-party systems, APIs, or signal providers connected to the Platform.

24.4 Scope of Liability Exclusion

These limitations apply regardless of the form of action and shall remain in effect even if the Company has been advised of the possibility of such damages. The Client expressly acknowledges that the Company does not owe any fiduciary or advisory duty and acts solely as a counterparty on an execution-only basis.

24.5 Extended Application and Residual Effects

The Client further acknowledges that the operational and financial effects of a Force Majeure Event may continue after the event itself has subsided. The Company may reasonably delay the resumption of services, impose risk controls, adjust trading parameters, or limit account functions as necessary to restore platform integrity, and shall not be liable for any resulting delay, restriction, or loss arising from such post-event measures.

25 Complaints and Dispute Resolution

25.1 Initial Handling and Client Cooperation

(a) The Client may submit complaints regarding the Company's Services by contacting the Company's Customer Support Team or escalating to the Company's Compliance Department.

(b) All complaints shall be managed in accordance with the Company's official Complaint Handling Policy, which operates concurrently with this Agreement.

(c) The Client must cooperate in good faith and provide all information reasonably required to facilitate the

investigation and resolution of the complaint.

25.2 Resolution Process and Timeframes

(a) The Company shall acknowledge receipt of a complaint within a reasonable time and will use its best efforts to respond within Thirty (30) business days, subject to the complexity of the issue.
(b) If the Client remains dissatisfied following the Company's response, further escalation procedures will be made available in accordance with the Complaint Handling Policy.

25.3 Referral to the Anjouan Offshore Finance Authority (AOFA)

(a) If the Client considers the matter unresolved after following the Company's internal process, they may refer the complaint to the Anjouan Offshore Finance Authority (AOFA) , Union of Comoros
(b) The complaint must be submitted in writing, accompanied by supporting documents including all prior correspondence with the Company, and must include a valid return address.
(c) The FSRA will acknowledge receipt within two (2) weeks and, after review, will communicate its position in writing. Where necessary, the Authority may provide relevant complaint details to the Company to facilitate its inquiry.

25.4 Regulatory Limitations

The Client acknowledges that the FSRA may decline to act on complaints that:
i. are the subject of legal proceedings or arbitration;
ii. fall outside its jurisdictional scope;
iii. lack sufficient documentation or clarity to support investigation.

25.5 Cooperation with Authorities and Policy Alignment

The Company reserves the right to disclose complaint-related records to regulatory or enforcement bodies where required under Applicable Law, including in connection with its obligations under Clause 17 (Prohibited Conduct and Market Abuse) and Clause 21 (Privacy and Data Protection).

25.6 Policy Integration and Precedence

This Clause shall be interpreted in conjunction with the Company's Complaint Handling Policy. In the event of inconsistency, the provisions of the Complaint Handling Policy shall prevail solely for the purpose of defining internal complaint management procedures and escalation tiers.

26 Jurisdiction, Governing Law, and Cross-Border Enforcement

26.1 Governing Law and Contractual Seat

This Agreement, including any non-contractual matters arising out of or in connection with it, shall be governed by and construed exclusively in accordance with the laws of Autonomous Island of Anjouan, Union of Comoros. The Client acknowledges that all services provided under this Agreement are deemed to be performed within the territory of Autonomous Island of Anjouan, Union of Comoros, regardless of the Client's actual residence or location. The courts of Autonomous Island of Anjouan, Union of Comoros shall have exclusive jurisdiction over any dispute, claim, or controversy brought by the Client against the Company. The Client irrevocably waives any right to initiate legal proceedings against the Company in any jurisdiction other than Autonomous Island of Anjouan, Union of Comoros.

26.2 Company's Right to Enforce in Other Jurisdictions

Notwithstanding Clause 26.1, the Company reserves the right, at its sole discretion, to bring legal proceedings, enforce judgments, or seek interim or equitable relief in any jurisdiction in which the Client resides, has assets, conducts business, or has received services under this Agreement. This includes, without limitation, the pursuit of debt collection measures, asset recovery, injunctions, enforcement of arbitral awards or judicial orders, and other remedies permitted by applicable laws or international treaties.

26.3 Cross-Border Service of Process

The Client consents to accept service of legal process or other documents arising from this Agreement at the contact details provided in the Account registration. Service may be effected by any method permitted under Autonomous Island of Anjouan, Union of Comoros law or the Client's domestic laws, including post, courier, electronic delivery, or publication. The Client waives any objection to the method, timing, or validity of service provided in accordance with this Clause.

26.4 Severability and Multiplicity of Proceedings

The Company's right to initiate proceedings in any competent forum shall not be prejudiced or limited by the prior initiation of legal or regulatory action in Autonomous Island of Anjouan, Union of Comorosor elsewhere. Proceedings in multiple jurisdictions may be conducted concurrently or sequentially to the extent permitted by law. No doctrine of forum non conveniens, lis alibi pendens, or similar procedural rule shall restrict the Company's enforcement rights under this Agreement.

26.5 Interaction with Internal and External Complaint Processes

This Clause shall operate in conjunction with Clause 25 (Complaints and Dispute Resolution) and the Complaint Handling Policy. The Client's participation in internal complaint handling mechanisms or regulatory referrals under the Complaint Handling Policy shall not preclude or delay the Company's ability to pursue formal legal action for the protection of its interests, nor shall it limit the scope of enforcement under this Clause.

26.6 No Fiduciary Relationship or Local Representation

The Client acknowledges that the Company does not act as agent, fiduciary, or legal representative in the Client's local jurisdiction and shall have no obligation to respond to foreign regulatory or court orders unless compelled under international legal cooperation treaties or orders recognised by Saint Lucian authorities.

27 Regulatory Assistance and Cooperation

27.1 Client Disclosure Obligations

The Client acknowledges and agrees that the Company is subject to various legal and regulatory obligations under applicable anti-money laundering (AML), counter-terrorism financing (CTF), sanctions, tax reporting, and cross-border compliance regimes. The Client shall promptly provide accurate, complete, and verifiable information and documentation as required by the Company to satisfy its legal obligations, including any request made under domestic or international cooperation mechanisms.

27.2 Right to Investigate, Suspend, or Report

The Company may, at its sole discretion and without notice, delay, block, suspend, or refuse to process any instruction, Transaction, withdrawal, or service request where it reasonably suspects a violation of any applicable AML, CTF, sanctions, anti-fraud, or tax reporting laws. The Company shall not be liable for any resulting delay, loss, or inconvenience. The Company may further report any suspicious activity to relevant regulatory, law enforcement, or supervisory authorities without further notice or liability to the Client.

27.3 Authority to Freeze Accounts and Funds

In the course of any internal review, regulatory inquiry, or third-party investigation, the Company may freeze any funds, restrict trading activity, or suspend Account access in order to preserve assets, maintain audit trails, or comply with requests from competent authorities. During such periods, the Client shall not be entitled to withdraw funds, place new Orders, or otherwise access any Platform services.

27.4 Cooperation and Termination Rights

Where the Client refuses to cooperate with the Company's due diligence or investigatory requests, or where the Company reasonably suspects the Client is involved in unlawful conduct or poses a reputational, legal, or regulatory risk, the Company reserves the right to immediately terminate the Account pursuant to Clause 20 (Termination and Company Rights), and to take any additional action deemed necessary for compliance purposes.

27.5 No Limitation of Legal Duties

This Clause shall apply notwithstanding any other provision of this Agreement and shall operate concurrently with Clause 4 (Client Representations and Warranties), Clause 17 (Prohibited Conduct and Market Abuse), and Clause 25 (Complaints and Dispute Resolution). Nothing in this Agreement shall prevent the Company from taking steps required to comply with its obligations under Applicable Law or from cooperating with any official investigation or inquiry.

28 Official Language and Communication

28.1 Language of Communication

All official communications, contractual documents, disclosures, and notifications issued by the Company shall be made in English. The Client acknowledges and agrees that English shall be the controlling language for all purposes under this Agreement, including but not limited to order instructions, notices, disclosures, and any updates to policies or procedures.

28.2 Legal Effect of Translations

Where the Company provides translated versions of this Agreement or other communications for convenience, such translations are for reference only. In the event of any inconsistency or ambiguity between the English version and any translation, the English version shall prevail. The Company shall not be liable for any loss arising from reliance on a translated version.

28.3 Service of Notices

The Company may serve notices or communications to the Client via the contact details provided in the Account registration, including by email, Platform message, website posting, or other electronic means. Such communications shall be deemed received:

- immediately upon transmission via the Platform;
- within twenty-four (24) hours of sending by email;
- three (3) Business Days after dispatch if sent by post or courier, unless proven otherwise.

28.4 Client Obligation to Maintain Updated Contact Information

The Client is solely responsible for ensuring that their contact details registered with the Company remain accurate and up to date at all times. Failure to receive a notice due to outdated or incorrect contact information shall not affect the validity or enforceability of such notice.

28.5 Non-English Correspondence and Preferences

If the Client submits documents or communication preferences in a non-English language, the Company may, at its discretion, respond in English or provide unofficial translations as a courtesy. However, such

actions shall not be construed as a waiver of Clause 27.1. All legal obligations and interpretations shall remain governed by the English version.

29 Conflict of Interest

29.1 Company Discretion and Conflict Acknowledgement

The Client expressly acknowledges that the Company, its affiliates, employees, directors, or associated parties may act in multiple capacities in relation to the services provided, including as execution venue, counterparty, liquidity provider, or beneficiary of commission-sharing arrangements. Such roles may result in actual or potential conflicts of interest. The Client accepts that the Company shall have full discretion to manage, prioritise, or execute transactions notwithstanding any such conflict.

29.2 No Obligation to Disclose or Account

The Company shall not be under any duty to disclose the existence, nature, or amount of any benefit, remuneration, spread revenue, or commercial gain arising from circumstances giving rise to a conflict of interest. The Client further agrees that the Company is not required to account to the Client for any profit or advantage resulting from the exercise of its commercial judgment, execution preference, or relationship with third-party service providers.

29.3 Client Consent and Waiver

By entering into this Agreement, the Client irrevocably consents to the Company acting in circumstances where a conflict of interest may exist and expressly waives any right to challenge, claim, or seek compensation arising from such conflict. This includes, but is not limited to, trading against the Client's position, internalising flow, or receiving fees from third parties related to the Client's transactions.

29.4 No Fiduciary Duty

The Client agrees and acknowledges that the Company does not act as a fiduciary, agent, or adviser in respect of any transaction, and owes no duty of loyalty, best interest, or priority beyond the execution of Orders in accordance with the terms of this Agreement. All services are provided on an execution-only basis.

29.5 Interaction with Related Policies

This Clause shall be read in conjunction with the Company's Risk Disclosure Notice, and Complaints Handling Policy. In the event of any inconsistency with other documents, the Company's discretion shall prevail, unless expressly required otherwise under Applicable Law.

30 Events of Default

30.1 Definition and Scope of Default

Each of the following shall constitute an Event of Default under this Agreement, whether occurring singularly or in combination, and regardless of whether arising from the Client's act, omission, or negligence:

(a) failure to make any payment when due, including but not limited to Margin, Initial Margin, Variation Margin, or any other obligation specified under this Agreement;

(b) breach of any representation, warranty, obligation, or undertaking under this Agreement, including but not limited to misuse of the Platform or violation of trading limits;

(c) provision of false, misleading, incomplete, or outdated information during onboarding, verification, or any subsequent interaction with the Company;

(d) violation of any Applicable Law, regulatory requirement, or internal policy of the Company, whether related to AML/CTF, market conduct, or consumer protection;

(e) identification by the Company, at its sole discretion, of the Client as a vulnerable or high-risk client, including where such classification arises from regulatory guidance or operational concern;

(f) failure to remain contactable within a commercially reasonable time, or failure to provide instructions necessary for the management of the Client's Transactions;

(g) engagement in any conduct that constitutes Platform abuse, market manipulation, or other Prohibited Conduct as described in Clause 17 (Prohibited Conduct and Market Abuse);

(h) refusal to cooperate with compliance-related enquiries or regulatory investigations, or obstruction of any request made under Clause 27 (Regulatory Assistance and Cooperation);

(i) abuse of promotional offers, commission rebates, or bonus arrangements, or breach of any terms in related cooperation agreements, including Clause 23 (Marketing, Promotions and Bonus Terms);

(j) the initiation of bankruptcy, insolvency, or winding-up proceedings against the Client, or the Client's inability to pay debts as they fall due;

(k) any other circumstance where the Company reasonably believes that immediate action is necessary to protect its interests, the stability of the Platform, or the interests of other clients.

The existence of an Event of Default entitles the Company to take remedial, protective, or enforcement actions without prior notice, as further described in Clause 30.2.

30.2 Rights and Remedies Upon Default

Upon the occurrence of any Event of Default under Clause 30.1, the Company may, without prior notice to the Client and in addition to any other rights under this Agreement or Applicable Law, take any action it deems necessary or appropriate to protect its interests. Such actions include, but are not limited to:

(a) immediately suspending, freezing, or terminating the Client's Account and any associated Sub-Accounts, with or without closing existing Transactions;

(b) Closing Out, partially or in full, any or all Open Positions at prevailing market prices or at such prices as the Company considers fair and reasonable under the circumstances;

(c) voiding, reversing, or modifying any Transaction affected by the default, including treating

any Transaction as if it had never occurred;
(d) restricting the Client's access to the Platform, limiting withdrawal functionality, trading permissions, or disabling Account login and data retrieval;
(e) applying or deducting any Client funds held by the Company, including in segregated or pooled accounts, toward the satisfaction of outstanding liabilities owed by the Client;
(f) calculating all amounts owed by the Client to the Company, whether realised or contingent, and declaring such amounts immediately due and payable without further notice;
(g) terminating this Agreement or any related agreement, arrangement, or service provided to the Client, with immediate effect;
(h) initiating legal proceedings or asset recovery processes against the Client, including the enforcement of any security interest or legal judgment, or reporting the breach to relevant regulatory, supervisory, or law enforcement authorities;
(i) taking any other reasonable and proportionate measures the Company deems necessary to preserve the integrity of the Trading Platform, mitigate risk, or protect the interests of the Company and its clients.
The Client acknowledges that the Company may exercise these rights progressively, in full or in part, and at intervals or price levels determined solely by the Company. The Client waives any claim or defence arising from the manner or timing of such actions, except as prohibited under Applicable Law.

30.3 Sequential or Progressive Liquidation

The Client expressly acknowledges and agrees that, in exercising its rights under this Clause, the Company may Close Out the Client's Open Positions sequentially, in tranches, or progressively over time. The Company may determine, at its sole discretion, the timing, order, quantity, and pricing of each liquidation step, taking into account prevailing market conditions, liquidity constraints, platform risk, or other operational considerations.
The Client accepts full responsibility for any losses or differences in execution price resulting from such phased liquidation, including scenarios where aggregate exit prices differ materially from indicative or historical values. The Company shall bear no liability for any such variance in realised outcomes or for any opportunity costs, indirect losses, or impact on the Client's trading strategy arising from this method of execution.

30.4 Limitation of Client Termination Rights

The Client acknowledges that the occurrence of an Event of Default, and any subsequent exercise of rights by the Company under this Clause, shall not entitle the Client to terminate this Agreement unilaterally or to demand the immediate closure or settlement of all Transactions. The Client further agrees that no right of set-off, counterclaim, or suspension of obligations shall arise merely by reason of any action taken by the Company pursuant to an Event of Default.
To preserve platform stability and protect the interests of all Clients, the Company may defer or deny termination requests from the Client during any period in which risk mitigation, asset recovery, regulatory cooperation, or internal investigation is ongoing. The Client expressly waives any claim for compensation,

loss of opportunity, or reputational harm resulting from the Company's decision to restrict termination or defer account closure in these circumstances.

30.5 Survival of Obligations and Post-Termination Rights

The Client acknowledges and agrees that the termination of this Agreement, whether triggered by an Event of Default or otherwise, shall not affect the Company's rights to enforce any obligation, liability, or remedy that arose prior to or at the time of termination. All outstanding obligations of the Client under this Agreement shall survive termination to the fullest extent permitted by Applicable Law, including but not limited to the repayment of debts, return of misappropriated funds, compliance with ongoing investigations, and resolution of open disputes or claims.

The Company retains the right to recover damages, pursue legal or equitable remedies, enforce security interests, or apply for regulatory relief in relation to any breach, misrepresentation, or loss incurred by the Company, regardless of whether the Client's Account has been closed or access to the Platform has been disabled. Any provision of this Agreement which by its nature is intended to survive termination, including indemnities, limitations of liability, dispute resolution mechanisms, and regulatory cooperation clauses, shall remain in full force and effect notwithstanding the cessation of the contractual relationship.

31 Indemnity and Limitation of Liability

31.1 Indemnity for Breach or Misrepresentation

Subject to the Governing Legislation, the Client must indemnify the Company on demand against all Losses, liabilities, costs or expenses of any kind (including legal and administrative costs on a full indemnity basis) incurred as a direct or indirect result of:

(a) the Client's failure to perform any obligation under this Agreement or under any Transaction;

(b) any inaccurate, incomplete, misleading or false statement, declaration or representation made by the Client to the Company or to any third party;

(c) any breach by the Client of the Governing Legislation; or

(d) any legal, enforcement or investigatory action taken by the Company to recover monies owed by the Client, including as a result of an Event of Default under Clause 30.

31.2 Indemnity for Unauthorised Account Access

The Client shall indemnify the Company against any Loss arising from any act or omission by a third party accessing the Client's Account, whether or not such access was authorised. This includes access resulting from the Client's failure to comply with its security and confidentiality obligations under Clause 6.

31.3 General Operational Risk Indemnity

The Client indemnifies the Company and its officers, employees and agents from any Loss arising out of:

(a) any act or omission by the Client or its representatives in breach of this Agreement;
(b) any negligent, fraudulent or unlawful act by the Client or its related personnel;
(c) any failure or malfunction of the Client's electronic or communications systems;
(d) any delay or failure in processing Orders caused by internal controls, system filtering or verification procedures;
(e) any misinterpretation or reliance by the Company on instructions that are unclear, incomplete or ambiguous;
(f) the Company's lawful compliance with any regulatory, governmental, Exchange or CS Facility directive;
(g) any instruction or direction issued by the Client;
(h) any good faith action taken by the Company based on communications, including by email or other electronic means, purporting to be from the Client;
(i) any failure of a hedge counterparty to meet its obligations in relation to a Transaction, except to the extent caused by the Company's gross negligence or fraud; or
(j) any conduct by the Client falling within the scope of Clause 17 (Prohibited Trading Conduct), including but not limited to System Error Abuse.

31.4 Platform Disruption and Unavailability

The Company shall not be liable for any Loss suffered by the Client due to delays, outages, interruptions, or malfunctions in the Electronic Trading Platform, or due to market volatility, price gaps, execution latency, or suspension of trading. This exclusion includes but is not limited to loss of connectivity, loss of access to services, or the inability to execute, modify or Close Out a Transaction.

31.5 Regulatory Action or Legal Compliance

The Company shall not be liable for any Loss arising from its compliance with any obligation under Governing Legislation, or with any direction or request from an Exchange, governmental authority, or regulatory body.

31.6 No Liability for Indirect or Consequential Loss

To the extent permitted by law, the Company excludes all liability for special, indirect or consequential damages, including but not limited to loss of data, loss of profits, business interruption, reputational harm, or loss of opportunity, even if foreseeable or if the Company was advised of the possibility of such Loss.

31.7 Indemnity Following Events of Default

The occurrence of any Event of Default under Clause 30 may give rise to indemnity obligations under this Clause 31. The Client acknowledges that the Company may incur significant costs in enforcing its rights following default, and such costs shall be recoverable in full.

31.8 Limit of Liability

If the Company is found liable for any Loss suffered by the Client in relation to a Transaction or service under this Agreement, and such liability is not otherwise excluded, the Company's maximum aggregate liability shall not exceed four (4) times the amount of Transaction Fees, Commission or Spread paid or payable by the Client in respect of that Transaction. The Client agrees that this limitation is reasonable given the nature of the financial services and risks involved.

32 Client Acknowledgements

32.1 General Acknowledgements

You, the Client, acknowledge, confirm, and agree that:

(a) you have read, understood, and accepted the terms of this Agreement, including all relevant documents, Risk Disclosures Notice, Order Execution Policies, Complaint Handling Policy, and other materials provided to you by the Company in relation to your Account or any Financial Product;

(b) you enter into this Agreement freely and voluntarily, and warrant that you have the legal capacity and authority to do so;

(c) you understand the inherent risks associated with trading in Financial Products, including the possibility of incurring losses exceeding deposited Margin, and the operation of Margin Calls and liquidation mechanisms under Clause 9;

(d) you are responsible for evaluating the appropriateness of any Transaction or strategy, and acknowledge that the Company does not provide personal or financial advice;

(e) you are aware that all Orders, Transactions, and Platform use are subject to Applicable Laws and the provisions of this Agreement, including without limitation the Company's rights under Clause 30 (Events of Default), Clause 31 (Indemnity and Limitation), and Clause 17 (Prohibited Trading Behaviour);

(f) you must monitor your Account at all times, maintain sufficient Margin Cover in accordance with Clause 9, and accept that the Company may Close Out positions without prior notice;

(g) you are solely responsible for securing your Access Credentials and ensuring compliance with Clause 6, and you acknowledge that all activity via your Account will be deemed authorised unless otherwise notified in accordance with this Agreement;

(h) you understand that the Company may, in accordance with Clause 19, reject, amend, or void Orders and Transactions in the event of Manifest Error, technical failure, or Disruption Event;

(i) Financial Products under this Agreement are non-deliverable, and may be subject to rolling, expiry, or discretionary closure based on market, risk, or operational requirements;

(j) recordings of communications may be made and used by the Company for legal, regulatory, training, or dispute resolution purposes, and you waive any right to object to their admissibility;

(k) you have reviewed and accepted the Company's Withdrawal Policy published on its official website, and understand that withdrawals are subject to applicable review and security processes;

32.2 Repeating Representations

All acknowledgements, warranties, and representations made under this Clause are taken to be repeated by you:

(a) each time you place an Order, execute a Transaction, or interact with the Platform;

(b) each time the Company acts or refrains from acting under this Agreement;

(c) and on any day your Account remains open or any obligation remains outstanding.

32.3 Communication and Evidentiary Reliance

You agree and acknowledge that:

(a) any instruction, Order, confirmation, or notice sent via the Platform, email, telephone, or other approved method is binding upon you once received or acknowledged by the Company;

(b) all such communications may be recorded and securely retained in accordance with Applicable Law and the Company's internal procedures;

(c) such records, including voice recordings and digital logs, are admissible as conclusive evidence in any proceeding, and you waive objections based on hearsay, authenticity, or method of collection.

32.4 Client Duties to Notify and Disclose

You acknowledge your obligation to:

(a) promptly notify the Company of any change to your contact details, legal status, financial condition, or other circumstance that may affect your compliance with this Agreement;

(b) provide further documentation or information upon request by the Company or its appointed third parties, and

(c) ensure that all representations, warranties and declarations made under this Agreement remain accurate and complete.

Failure to comply with this Clause may trigger remedial action, including Account suspension or termination in accordance with Clause 20.

32.5 Entire Agreement and Interpretation

You acknowledge and accept that:

(a) this Agreement constitutes the entire agreement between you and the Company in relation to your Account, and supersedes all prior representations and communications unless incorporated by express reference;

(b) no oral, informal, or implied statement, representation, or course of dealing shall vary or override any term of this Agreement. Any amendment or variation must be made in writing and issued formally by the Company through an authorised communication channel to be valid;

(c) clause and paragraph headings are inserted for convenience only and shall not affect the interpretation of this Agreement;

(d) in the event of ambiguity, inconsistency, or conflict between provisions of this Agreement, the Company shall be entitled to reasonably determine the prevailing interpretation in good faith, subject to Applicable

Laws.

32.6 Governing Law and Final Acceptance

You further acknowledge that:
(a) this Agreement is governed by the laws specified in Clause 26, and all disputes must be resolved in accordance with the procedure set out in Clause 25;
(b) you have had sufficient opportunity to seek independent legal, tax, or financial advice before entering into this Agreement;
(c) continued access to or use of the Platform after the Company issues any amendment shall constitute your deemed acceptance of such amended terms, regardless of whether you have signed or acknowledged the changes separately;
(d) by signing or accepting this Agreement electronically, you enter into a legally binding contract with the Company.

32.7 Execution, Language and Acceptance

You finally acknowledge and confirm that:
(a) this Agreement may be executed or accepted by electronic means, including through the Company's online onboarding system, and such acceptance shall be legally binding;
(b) any translations of this Agreement are provided for convenience only, and in the event of any inconsistency or dispute, the English version shall prevail;
(c) you understand and agree that the Company may amend this Agreement at any time by providing notice to you, and that your continued use of the Platform or Services after such notice constitutes your irrevocable acceptance of those amendments; and
(d) by proceeding to open or operate an Account or use the Services, you have agreed to be legally bound by all terms contained herein without the need for further execution or physical signature.

32.8 Survival and Enforceability

You agree and acknowledge that:
(a) all provisions of this Agreement which by their nature are intended to survive termination shall remain in full force and effect, including but not limited to Clause 31 (Indemnity and Limitation of Liability), Clause 28 (Official Language and Communication), Clause 25 (Complaints and Dispute Resolution), Clause 30 (Events of Default), and this Clause 32;
(b) any provision found to be invalid, unlawful, or unenforceable for any reason shall be severed from this Agreement and will not affect the validity or enforceability of any remaining provisions; and
(c) the failure or delay by the Company to exercise any right or remedy under this Agreement shall not operate as a waiver of such right or remedy, nor shall any single or partial exercise preclude any other or further exercise of such right.