CLIENT AGREEMENT

TABLE OF CONTENTS

1. INTRODUCTION 4
2. SCOPE AND APPLICATION 5
3. ACKNOWLEDGMENT OF RISKS 5
4. THE ACCOUNT 6
5. TRADING & TRANSACTION ORDERS 10
6. GAPPING AND SLIPPAGE 11
7. EQUITY BASED STOP OUT 11
8. TRANSACTIONS CLOSING 12
9. OVERNIGHT FEE AND ROLLING FEE ("SWAPS FEE") 12
10. DORMANT ACCOUNTS 13
11. ORDER EXECUTION POLICY 14
12. FEES AND CHARGES 14
13. DEPOSITS AND WITHDRAWAL 15
14. CHARGEBACK POLICY 18
15. SWAPS FREE CLIENT ACCOUNTS 19
16. ACCOUNT'S CREDIT 20
17. CONFLICTS OF INTEREST 21
18. ANTI-MONEY LAUNDERING PROVISIONS 21
19. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY 22
20. PRIVACY AND DATA PROTECTION 23
21. TERMINATION 26
22. CLIENTS COMPLAINTS HANDLING 28
23. GENERAL PROVISIONS 28
24. REPRESENTATIONS, WARRANTIES AND COVENANTS 29
25. INDEMNITY AND LIABILITY 30
26. INTELLECTUAL PROPERTY 31
27. INTRODUCING PARTNERS AND THIRD-PARTY PROVIDERS 32
28. UNFAIR AND IMPROPER ACTIVITIES 33
29. FORCE MAJEURE EVENTS 35
30. PROHIBITED ACTIVITIES 36
31. REIMBURSEMENT 37

32. SUSPENSION OF SERVICES & SUSPENSION OF ACTIVITIES 37
33. TAXES 38
34. GOVERNING LANGUAGE 38
35. GOVERNING LAW AND JURISDICTION 38

1. INTRODUCTION

1.1. ***FS International Limited*** registered under the Laws of Vanuatu with registration number 700227 ("the **Company**") will offer its services via the domain name www.fxglobe.com (the "**website**"). The Company may also register and operate other websites mainly for promotional and marketing purposes in languages other than English. The Client accepts and understands that the official language of the Company is the English language. In the event of a conflict or inconsistency between the English version and any other language, the English version will prevail.

1.2. The client should not consider any information in the Company's website as investment advice. The information is given to the client in good will and considered reliable, but the Company does not take any responsibility for its accuracy. We do not provide any advice in regard to the present Client Agreement (the "Agreement") and/or any transaction and will never provide the client with any investment advice. The client acknowledges and agrees that the Client relies on the client's own judgement when deciding whether or not to enter into any Transaction contemplated by the Agreement. If any of our staff members, Trading Partner or other third party give any time to the client any advice, such advice is not given by us or on our behalf and we assume no responsibility whatsoever for any such advice.

1.3. Nothing included herein shall be interpreted as constituting any license or right under trademark, copyright, or other intellectual property rights. The content of this website is the property of the Company. All rights are reserved. The Client may print and download excerpts from this website for the Client's own non-commercial and personal use. Unless otherwise stated, we own all intellectual property rights as well as copyright for all the material on this website.

1.4. Any use of excerpts from this website other than as authorised above for any purpose is prohibited. The Client's trading will not create any rights of ownership or otherwise in any Underlying Market. We will not transfer any Underlying Market or any rights in it to the Client. Any breach of the provisions of the Client Agreement will automatically terminate the Client's use of the services contemplated by the Client Agreement.

1.5. Any rights not specifically granted in these terms and conditions are reserved. The Company does not verify that the information given on this website is reliable.

1.6. Notwithstanding any other provision of the Client Agreement, in providing our services, we will be entitled to take any action as we consider necessary to ensure compliance with the Applicable Laws. The Client agrees to strictly comply with all Applicable Laws, including all forms of market abuse such as insider trading and to directors trading in shares of their own companies. If we reasonably consider that the Client has not done so, we may close the Client's account and terminate the business relationship.

1.7. The Company may be addressed as "the Company", "we", "us" "our", "ours" and "ourselves".

1.8. The Client acknowledges that he/she has read, understood and accepted all of the terms and conditions contained in the Agreement without modifications as well as read, understood and accepted all of the legal documentation of the Company as uploaded on the Company's official website www.fxglobe.com and as amended from time to time and which form the Client Agreement as a whole, as well as any other notices and/or letters sent to the Client by the Company (by e-mail, post, any other mean of communication (i.e. through "WhatsApp" and/or any other platform of communication that is/are authorised by the Company) or simply notified/posted on the Company's official website).

By continuing to access and/or use the website, you agree to follow the terms and conditions of this Agreement.

2. SCOPE AND APPLICATION

2.1. This Agreement applies to the services provided with respect to all client account types.

2.2. This Agreement (and any amendments to this Agreement) supersedes any previous agreement between the Company and the Client on the same subject matter and takes effect between the Company and the Client. Therefore, the clients are advised to periodically revise the Client Agreement and the policies of the Company on its website.

2.3. This Agreement sets out the basis on which the Company agrees to provide its Services.

2.4. This Agreement is provided to assist the Client in making an informed decision about the Company, its services and the risks involved in trading.

2.5. This Agreement should be read in its entirety in deciding whether:

2.5.1. To buy, sell or to continue to hold any financial instrument; and/or

2.5.2. To be provided with the services.

2.6. By accepting this Agreement upon the Client's registration with us, or during the Client's business with us (as applicable) the Client agrees to be legally bound by the Agreement. The Client's relationship with us and all transactions entered via any medium (including the Platform) between the Client and us is governed by the Client Agreement.

2.7. This Agreement applies to all the Client's accounts held with us and may be amended from time to time. The Clients are strongly advised to revise the website regularly and make yourself aware of any changes to the Agreement. We shall not be responsible for the Client's unawareness of any term in the Agreement.

3. ACKNOWLEDGMENT OF RISKS

3.1. Contracts for difference, options, futures, swaps, forward rate agreements and many other derivatives (including most put options) are leveraged products and involve a high level of risk. It is possible for the Client to lose all capital invested.

Therefore, these products may not be appropriate or suitable for everyone and the client should ensure that they understand the risks involved. If the client considers that they are not properly able to understand the investment risks involved they should seek independent advice.

3.2. The Client acknowledges that higher leverage entails higher potential for return but at the same time, higher risks of loss.

3.3. The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may increase or decrease and there is a substantial risk that the investment may become of no value. In the case of Financial Instruments which are contracts for differences or other contractually based derivatives the entire amount of margin deposit may be lost.

3.4. The Client unreservedly acknowledges and accepts that they run a great risk of incurring losses as a result of purchasing and/or selling any Financial Instrument and the Client accepts and declares that the Client/she is willing to undertake this risk.

3.5. The Company's services include products that are traded on margin and carry a risk of losing all client's initial deposit. Before deciding on trading on margin products a client should consider the Client's investment objectives, risk tolerance and the Client's level of experience on these products. Margin

products may not be suitable for everyone, and the Client should ensure that they understand

the risks involved. The Client should be aware of all the risks associated in regard to products that are traded on margin and seek independent financial advice, if necessary.

3.6. The Client acknowledges and accepts the Company's Trading Bonus and Credit Bonus Terms and Conditions, and any update from time to time. In case the "Account's Credit" Terms and Conditions stated on this Agreement in ***Section 16*** may differ from the Trading Bonus and Credit Bonus Terms and Conditions; the latter will apply.

3.7. The Client acknowledges and accepts that in case the Company wishes to run any Promotion and/or Campaign, specific Terms and Conditions will apply for each event which will be available on the Company's means.

3.8. The Client acknowledges and accepts the Company's policies and any updates thereon from time to time.

4. THE ACCOUNT

4.1. Upon opening an account with us and upon completing the Application Form, the Client authorises us to make such searches as we see fit to certify that the information that the Client has supplied in, or in connection with, the Client's Application Form is complete and accurate. Such searches may include information from the electoral register and credit reference agencies.

4.2. We are not obliged to open an account for any applicant and may refuse any application for any reason (without providing a reason to the applicant).

4.3. We may make periodic checks to the Client's details to verify that the details supplied by the Client have not changed. However, the Client undertakes to inform the Company in a timely manner in writing of any material change in the Client's financial circumstances or any change to the information given on Application Form (including change of employment, address, contact details and email). We may agree to accept such notification over the telephone or by email.

4.4. We reserve the right to close or suspend the Client's account at any time at the Company's discretion without justification to the Client. If we exercise this right, all open transactions will be closed immediately at our current quoted price and no new transactions will be accepted. Any transaction the Client may have in markets not quoted (i.e. those that have closed for the day) will be closed at the first price reasonably available to us on the next business day or, in the case of a market suspended for any reason, closed under the terms of the Agreement.

4.5. We reserve the right, and the Client acknowledges and accepts that, we may limit or restrict any access to its electronic systems where it is deemed to be appropriate, for the smooth operation of its electronic systems as well as protecting other clients' interests and our own.

4.6. We reserve the right to limit the Client's use of any Platform and apply pre-execution trading controls as may be appropriate to preserve compliance with Applicable Law or any other trading limits which may be notified to the Client, or if we reasonably believe that the Client is or may be subject to a Default Event. In the absence of wilful misconduct or fraud by us we will not be liable to the Client for any loss, claim, demand or expense incurred to the Client in connection with us exercising these rights.

4.7. If the Client opens a Joint Account, the Client shall be jointly and severally liable for all losses, fees and charges arising on that Joint Account. This means that any balance owed on the Joint Account shall be payable in full by the Client or any one of the other Joint Account holders. Also, unless we have expressly agreed otherwise in writing, we may take instructions to trade from and/or pay any portion of the account balance to the Client or another holder of the Joint Account without prior notice to the Client and we may give any notices or communications to either the Client or another holder of the Joint Account. Upon the death of a holder of the Joint Account we may provide notices to and take instructions

from their survivor(s).

4.8. We will provide the Client with access codes for entering into the Client's account, where the Client will be able to perform transactions or deal with or through us. Any such dealings shall be carried out on the basis set out in the Agreement.

4.9. The Client's username, password and account number are extremely sensitive pieces of information. Any Transaction made on the Client's account using either the Client's username, account number or the Client's password will be deemed as an instruction authorised by the Client, as a valid Transaction and binding on the Client.

4.10. The Client must not disclose their username, account number or password to any person, unless with our written notification of acceptance and consent. If the Client discloses his/her username, password and/or account number to a third person and such person deals on, no liability for any losses or damages suffered by the Client should be claimed against the Company.

4.11. Should there be reason to suspect that the Client's account has been compromised, it will constitute a breach of the Agreement and, in addition to our rights under *Clause 32*, we may:

4.11.1. Enforce any relevant Transaction against the Client if it is a Transaction under which the Client has incurred a loss; or

4.11.2. Treat any relevant Transaction as void if it is a Transaction under which the Client has secured a profit (and retain any such profit for our own account, subject to Applicable Law), unless and until the Client produces conclusive evidence within 3 months of the Transaction being closed that such circumstances did not exist.

4.12. The Client undertakes to notify us immediately if they are aware or suspect that a third party has or had access to the Client's username, account number or password or that any person other than the Client (or the Client's Authorised Third Party) is dealing on the Client's account. The Client undertakes to notify us immediately if it comes to the Client's attention that the Client's electronic system access codes have been compromised.

4.13. The Client should take all necessary precautions to ensure the confidentiality of all information, including, but not limited to, the access codes to the electronic systems, transaction activities, account balances, as well as all other information and all orders. The Client acknowledges that the Client remains solely responsible for all orders and the accuracy of all information sent via the internet using its access codes. The Client acknowledges that the Company bears no responsibility in the case that the access codes are used in an unauthorised manner.

4.14. The Company makes every effort to deliver high quality products. However, we do not guarantee that our products are free from defects. Our software is provided "as is" and the Client uses the web platform at the Client's own risk. The Company makes no warranties as to the performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from or information provided by the Company shall create a warranty. Under no circumstances shall the Company be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if the Company has been advised of the possibility of such damages.

4.15. If the Client deposits money to the Client's account or make transactions in a currency other than the Client's Account Base Currency, then:

4.15.1. For the transactions in a currency other than the Client's Base Currency it is noted that the realised profit or loss will be in that currency, which may result in the Client having multiple balances in different currencies;

4.15.2. thee realised profits or losses from each relevant Transaction may be converted by us to the Client's Base Currency and posted to the Client's account in the Base Currency;

4.15.3. we may convert any relevant adjustments or charges to the Client's Base Currency before such

adjustments/charges are booked on the Client's account;

4.15.4. we may convert any money received from the Client in a non-Base Currency into the Base Currency; and

4.15.5. any currency conversion will be made at a rate of exchange reasonably determined by us and we will not be liable to the Client for any exchange rate loss suffered by the Client as a result of any such currency conversion.

4.16. To open and maintain a Transaction the Client will need sufficient Trading Resources to cover the relevant margin requirement. We will determine the relevant margin requirement in our sole discretion and it will be set on an individual product basis.

4.17. We may, at any time and in our sole discretion, increase or decrease the margin requirement in respect of the Client opening new Transactions and/or to maintaining the Client's open Transactions. We will make reasonable efforts to notify the Client of any such change, but the relevant change will apply regardless of whether any such notice is given or received.

4.18. We are not obliged to accept any instruction as we may reject an order without offering reasoning or explanations in this regard. Notwithstanding that by opening such transaction, the Client may not have sufficient margin in the Client's account or may have exceeded any credit or other limit applicable to the Client, and we will be under no obligation to take any steps to reverse or cancel the order unless required by law.

4.19. When an instruction is given by the Client, it shall be irrevocable without further notice. Once we accept an Order the resulting transaction will be binding on the Client.

4.20. It is the Client's sole responsibility to confirm that any transaction placed is not in breach of any laws applicable to the Client's local jurisdiction.

4.21. Any transactions made with us do not occur on an exchange. Rather the transaction occurs off-exchange or over the counter ("OTC"). As a result, we enter directly into a contract with the Client in respect of the Client's transaction.

4.22. In case of multiple identical transactions, from different clients of ours, then we may treat this as one Transaction. Therefore, if the combined Size is greater than the liquidity of the Underlying Market and Slippage occurs, all Clients may be treated the same regardless of their individual Transaction Size and filled at the same level which will be where we were realistically able to place a Transaction in the Underlying Market plus the relevant spread.

4.23. If a Pricing Error occurs, we may, without the client's consent, void from the outset, close on the basis of our then current prices or amend the terms of any Transaction containing or based on such Pricing Error. The amendments shall be such as we reasonably believe would have been fair at the time the Transaction was entered.

4.24. In deciding whether an error is a Pricing Error we may take into account any relevant information including the state of the Underlying Market at the time of the error or any mistake in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices.

4.25. In the absence of willful default or fraud by us we will not be liable towards the client for any loss, cost, claim, demand or expense following a Pricing Error (including where the Pricing Error is made by any information source, commentator or official upon whom we reasonably rely).

4.26. If the client has received any monies from us in connection with the Pricing Error, the client acknowledges and agrees that those monies are due and payable to us and the Client shall immediately return an equal sum to us.

4.27. The Client is responsible for ensuring that the Client's information technology is compatible with ours and meets our minimum system requirements. The minimum system requirements are as set out on

the Website from time to time.

4.28. We may suspend a Platform with or without notice for any reason, including but not limited to carrying out maintenance, repair or development. We will not be liable if access to any service is prevented or interrupted or otherwise unavailable due to a Force Majeure Event and/or because of any suspension pursuant to the Agreement, unless as a result of our wilful default, fraud or negligence.

4.29. We give no warranty regarding the whole or any part of any Platform, the Website or any systems or network links or any other means of communication or their suitability for any equipment and device used by the Client for any particular purpose, unless as a result of our willful default, fraud or negligence. We will have no liability to the Client in relation to any loss that the Client suffers as a result of any delay or defect in or failure of the whole or any part of a Platform, Website or any systems or network links or any other means of communication. We will have no liability to the Client, whether in contract or in tort (including negligence) in the event that any computer viruses, worms, software bombs or similar items are introduced into the Client's computer hardware or software via Websites, provided that we have taken reasonable steps to prevent any such introduction.

4.30. Certain information on the Platforms may be provided by third parties. If any such information ceases to be provided in a manner which is compatible with the relevant Platform, we may remove as much information as is affected, without notice, without incurring any liability to the Client, and without any change to the Client's payment or other obligations. Further, we may amend, update, supplement or replace the Platform software from time to time (in whole or in part) without notice, without incurring any liability to the Client, and without any change to the Client's payment or other obligations. The Client acknowledges and agrees that the Client's use of the Platforms after any, amendment, update, supplement or replacement shall constitute the Client's acceptance of such amendment, update, supplement or replacement.

4.31. If, despite our reasonable efforts, any Platform or related system failure occurs that makes trading impractical, all new trading will be suspended. All open Transactions will remain open until the close of the relevant Underlying Market; however, while systems are down, no Stop Loss Order or Limit Order may be executed. We are not responsible for any additional trading loss suffered due to a Stop Loss Order or a Limit Order not being duly executed because of a systems failure unless as a result of our wilful default or fraud. The Client remains liable for any open Transactions until confirmation is issued that they have been closed.

4.32. During periods of high volatility in Underlying Markets we may experience high telephone call volumes and where Platforms or telephony is interrupted the Client may not be able to contact us. In such circumstances we will use commercially reasonable efforts to answer the Client's call as quickly as practicable but will not be liable to the Client for any trading loss due to delay, unless as a result of our fraud or wilful default.

5. TRADING & TRANSACTION ORDERS

5.1. LEVERAGE:

5.1.1. Contracts for difference, options, futures, swaps, forward rate agreements and many other derivatives (including most spot instruments) are leveraged products and involve a high level of risk. It is possible for the Client to lose all capital invested. Therefore, these products may not be appropriate or suitable for everyone and the client should ensure that the Client understands the risks involved before taking any trading decisions. If the client considers that are not properly able to understand the investment risks involved then independent advice should be sought.

5.1.2. It is noted that the standard leverage limit offered by the Company is capped to 1:300; *unless* the Client requests different leverage level and the Company's management approves such higher/lower level of leverage.

5.1.3. The Client acknowledges that using leverage increases the loss potential. For example, for a trading position with leverage 1:300 will potentially have the following effect/scenarios if a market movement of 0,5% has occurred:

i) *Favourable scenario: 100% increase of the equity traded,*

ii) *Adverse scenario: 100% loss of the equity traded.*

5.1.4. The Client acknowledges that higher leverage entails higher potential for return but at the same time, higher risks of loss.

5.1.5. The Client unconditionally accepts and acknowledges that the Company reserves the right to change the leverage (to higher or lower limits) on a Client's Trading Account(s), without prior notice of such change, in accordance with the Agreement herein.

5.1.6. The information provided regarding leverage is subject to change at any given time and could change on a daily basis, without prior notice. Clients are encouraged to consult the trading specifications in the Trading Terminal before executing trades.

5.2. Our prices include a bid and ask price involving the spreads between them. The Client will Buy at the higher price or Sell at the lower price, prices shown on our platform are indicative and based on data which is subject to constant change. The execution price is that price which is confirmed to the Client at the time of execution.

5.3. Transactions are allowed during trading sessions setup in our systems of which the Client can find in any symbol property for the Market in question and within the permissible Size(s) (unless otherwise agreed by us). each instrument has a minimum and maximum trade size, and it is the Client's responsibility to verify this. We also have the right to waive any Transaction Size limits with or without notice to the Client.

5.4. Upon the opening of any Market quoted by us trading will be available with prices we are reasonably able to obtain in reference to the underlying market and order size.

5.5. Due to the nature of online trading systems and the potential unreliability of market price feeds, we may remove or delete Orders which in our opinion do not reflect the Underlying Market prices at the time of the placement of the relevant Order. We will not be responsible for losses or potential losses sustained by the Client on a rejected or cancelled Order. We are not responsible or liable for losses made with other companies on Transactions undertaken in connection with a rejected or cancelled Order.

5.6. It is the Client's obligation to cancel irrelevant orders whereas any un-cancelled Order placed by the Client will be automatically filled by us at the relevant requested price and in relation to market conditions therefore cause losses for which the Client will be liable.

5.7. An Order that has been accepted by us will be executed when our Quote reaches the price specified in The Client's Order or as near as possible if the market moves through the Client's specified level. All Quotes are based upon an Underlying Market that is sourced from recognised global exchange from a wholesale counterparty (a quoting bank or market maker). Our Quote may be above or below the Underlying Market due Various reasons including volume of clients' business.

5.8. We are not obliged to inform the Client if an Order filled as it is the Client's sole responsibility to verify, monitor and clarify with us at the first instance by telephone if orders have been filled and the validity of the Client's transactions.

5.9. The understanding of the definition of "Our Quote" is very important for the correct operation of the Client's account. If the Client does not understand any part of its description then the Client is encouraged to contact the Company should they require additional clarifications on the matter.

5.10. Where a series of Orders may be filled to close existing open Transactions and/or open new Transactions then these Orders will be filled by us in any sequence determined automatically by the system. If this results in subsequent Orders having insufficient Trading Resources for activation, then these Orders will be cancelled. We will not look at Order filling sequences that may result in one Order

being filled and another failing, we will fill Orders as and when they are executed by the trading system.

5.11. When dealing over the phone, the Client understands and agrees that order swill be filled after full verification of the Client's identity as decided by our policies which might change with our sole discretion, the Client hereby acknowledges that after identification , the Client will be given an indicative price to be filled, we will not be liable for price of execution and the time passed between the Client's acceptance of price and the actual price the Client's order is filled. To this effect the Company shall not be liable for any difference in price which may be observed until the execution of such request.

5.12. All calls to our telephone center are recorded, and the Client hereby agrees and consents to the recording of such conversations. Each Platform retains chronological histories of all Transactions (including Transactions entered by a dealer following an instruction by telephone) and an electronic audit trail of all the Client's activity (although this is not guaranteed). All such records and recordings of telephone conversations are our exclusive property and may be used as evidence in any dispute.

6. GAPPING AND SLIPPAGE

6.1. Where Gapping or Slippage occurs, the Client's order may not be filled at the requested price but at the next available rate and in accordance with our order execution policy.

6.2. Gapping and Slippage are particularly likely when, or near when, a market or trading session opens or closes. Where Gapping occurs in a market during trading hours, any Buy Order below the market or Sell Order above the market will always be filled at the requested price but Sell Orders below the market or Buy Orders above the market may be subject to Slippage. This is in line with general exchange rules as stated in our Order Execution Policy.

6.3. If a new Order is subject to Gapping and/or Slippage, any associated Stop Loss Orders or Limit Orders will be set at the specified level or number of points away from the level at which the Order was actually executed.

7. EQUITY BASED STOP OUT

7.1. The Stop Out facility protects the Client from incurring an uncontrolled deficit on the Client's account and as it can result in the closure of open Transactions (in whole or in part) we strongly recommend a strict monitoring of The Client's equity, margin levels and our stop out percentage policy. Prevention of closure of the Client's trades will be done by funding the Client's account

7.2. We do not make Margin Calls and will not be liable for failing to contact the Client or failing to attempt to contact the Client.

7.3. Equity Based Stop Out will close Transactions (in whole or in part) when markets are available for trading only, and in the event of closed markets, open Transactions may be closed (in whole or in part) at the first rate of the opening of trading session of the relevant instruments.

8. TRANSACTIONS CLOSING

8.1. We may accept closure of open Transactions outside our Quoting Hours depending upon the market (i.e. where the relevant market is suspended or not available for whatever reason) but we are not obliged to do so. The Client should close the Transactions during the Quoting Hours.

8.2. Opening of an opposing Transaction will not automatically close, wholly or in part, an existing

Transaction. The Client must specifically close an open Transaction themselves.

8.3. In certain circumstances and in accordance with the Agreement, we will be entitled or may be required to close any of The Client's open Transactions prior to the Expiry Date notwithstanding that the Client's account is not in deficit. Normally, all Transactions still open on their Expiry Date will be automatically settled at the relevant price as outlined in the Market Information, unless market conditions dictate otherwise. If the Expiry Date of a Transaction is not a recognised business day of the relevant Underlying Market, then the business day immediately preceding that will be considered as the Expiry Date unless an alternative is specifically stated in the Market Information, or we notify the Client otherwise.

8.4. Open Transactions will automatically close on their Expiry Date (as are detailed in the Market Information) and any subsequent closing of any such Transaction by the Client (whether or not accepted in error by us) will be void.

8.5. On the Expiry Date of a Transaction with a specific expiry date, the settlement price will be based on the closing Bid or Offer price of the Underlying Market plus or minus our spread on that Transaction, depending on the Client's Transaction.

8.6. If the Expiry Date is during a period of low liquidity in the Underlying Market, we may settle the Transaction at the price achieved by removing our hedge on the relevant Transaction during the course of the final business day of the relevant Expiry Date plus or minus our relevant spread or at the closing Bid/Offer price in the relevant Underlying Market plus or minus our relevant spread.

8.7. It may be that under certain Underlying Market conditions we are not able to close a single Transaction with sizeable market consideration in full at one price, then we may close such Transaction at a price reflecting the price at which we are able to transact any relevant underlying hedge.

9. OVERNIGHT FEE AND ROLLING FEE ("SWAPS FEE")

9.1. An Overnight Fee or SWAPS Fee will be charged on the Client's account if the Client hold a Transaction open from one trading session to the next. Each Market has its own conditions and spread which may vary to our discretion.

9.2. An Overnight Fee is charged on a daily basis except Saturday(s) and Sunday(s) ("Weekend(s)"). In order to cover the Fees that are applicable for Weekend(s), your account will be charged in advance with additional fees ("*Triple-Fees" or "Triple-SWAPs")* in one day during the week, i.e., on Wednesdays.

9.3. If Overnight Fee charge cause the Trading Resources on the Client's account to go into deficit, then we may move Stop Levels on any open Transaction to restore the Trading Resources to a positive position on the Client's account.

9.4. If the Client is unable to cover any Transaction due to Overnight Financing (and the constraints of the margin requirements) we may any or all Transactions (in whole or in part) in order to restore the Trading Resources to a positive position. We will not be responsible for the subsequent Market activity on Transactions closed or left open.

9.5. A Rolling Daily or un-dated CFD Transaction normally has no Expiry Date or an Expiry Date that is many years in the future but may be closed by us in the case of a Force Majeure Event or, where the Overnight Fee or anything else has resulted in deficit Trading Resources on the account. When Transactions are closed by us the price will be at the full spread quoted by us at that time or at a price that in our opinion fairly reflects the price at that time.

9.6. Where Overnight Fee is applied to open Transactions, the debit/credit to the account is made on each occasion that they are kept open from one trading session to the next, including non-business days.

9.7. For daily, monthly and quarterly Markets the Client may at any time before the last dealing time of an open Transaction ask for a Quote to roll the Transaction over into the next contract period. The Client must have sufficient funds in the Client's account to permit the opening of the new Transaction, following the closure of the existing Transaction. Any roll-over price quoted will reflect prevailing market premiums/ discounts.

9.8. Permission to roll-over any open Transaction is at our absolute discretion.

9.9. To the extent permitted by applicable law, the Company shall not be liable for:

a) Any loss, expense, cost, or liability (including consequential loss) suffered or incurred by the client as a result of instructions being given, or any other communication being made via the internet or other electronic media; and

b) Any loss or damage that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the electronic systems.

9.10. It must be noted that SWAPS fee, set out on the Company's Trading Platform, is subject to change from time to time without prior notice. The SWAPS Fee may be different from the time at which the client opens the trade and the charging time. It is the Client's responsibility to check the Company's Trading Platform regularly for updates. The Company strongly recommends that Clients regularly check the Company's Trading Platform for updates.

10. DORMANT ACCOUNTS

10.1. All accounts that are inactive for 90 days or more will be considered as "Dormant Accounts".

10.2. "Inactive" means that no activity has occurred in the specific account. "Activity" means, the placing or closing of a trade, or maintaining any open position, or making a deposit in the specific account.

10.3. When an account becomes "dormant", it will be automatically charged an inactivity fee of $30 per month of inactivity.

10.4. Such inactivity fee may be applied to the Dormant Account, when it qualifies for the charging period explained above, without any notice to the Client.

10.5. Inactivity fees will be deducted from the available balance on the Dormant Account, following the qualifying charging period as noted above.

10.6. Where the Client has multiple accounts with the Company, the inactivity fee will be applied on one account and all account(s) will be considered as Dormant.

10.7. For avoidance of any doubt, the inactivity fee charge will be applied to those accounts that are inactive and they bear a balance. It is clarified that the inactive accounts with less than $30 won't be charged as *Clause 10.3.* above but it will be charged the remaining account balance and therefore the account will be zeroed. Note that the accounts with zero balance won't be charged any inactivity fees.

10.8. To keep an account active and not qualify for "dormant" status and to avoid paying the inactivity fee, the Client may perform one of the following:

10.8.1. Place a trade on any currency or instrument.

10.8.2. Open or close a position on any currency or instrument; and/or

10.8.3. Deposit any funds into that specific account.

10.8.4. If a Dormant Account becomes active during a calendar month, we will waive the inactivity fee for that particular month. The qualifying charging period will then reset.

10.8.5. The Company may deactivate and/or close and/or archive the account(s) if the account(s) remain(s) dormant for 180 ("one hundred and eighty") consequential calendar days. Where practicable the Company will use reasonable efforts to give an advance notice to the Client of any

deactivation. If a notice of pending deactivation and/or inactivation occurred without any notice and the Client wish to remain active and/or be reactivated, it is the Client's responsibility to contact us and notify us accordingly and make all the necessary arrangements as stated in *Clause 10.8* of this Client Agreement.

11. ORDER EXECUTION POLICY

11.1. The Company takes all reasonable steps to obtain the best possible results for its clients, either when executing client orders or receiving and transmitting orders for execution in relation to financial instruments.

11.2. When executing an order, the Company takes a number of different factors into consideration such as the price, costs, speed, nature of the order size of the order and the likelihood of execution.

11.3. The Company reserves the right to modify the spread and the client may experience widened spreads and execution at the best available price under certain market conditions (for example, fundamental announcements, where there is a fast-moving market or low liquidity).

12. FEES AND CHARGES

12.1. The provision of Services is subject to the payment of Costs, Fees, Commissions, Charges to the Company, (the "Costs"). Costs to the Company are set out in the Contract Specifications or the Company's Website. In addition to Costs, other Commissions and Charges may be due by the Client directly to third parties. The Client shall be obliged to pay all such costs.

12.2. By accepting this Agreement and using the Company's services, it is deemed that the Client understands that the costs may appear as a percentage of the value of the CFD, therefore the Client has the responsibility to understand how Costs and charges are calculated. The detailed costs and charges imposed by the Company may be explained by the account manager or, in case the Client is not aware of his account managers contacts, then the Client may contact the Company directly, using the contact details on the website or elsehow, and request such information directly. The Company will assist the Client accordingly.

12.3. When providing a Service to a Client, the Company may pay or receive Fees, Commissions or other non-monetary benefits from third parties. The Client acknowledges such payments and fees accordingly.

12.4. Details of any Taxes which the Company is required to pay on the Client's behalf will be stated on Confirmations issued to the Client. The Client may also be liable for other Taxes which are not collected by the Company and the Client should seek independent expert advice if there is any doubt as to whether he may incur any further Tax Liabilities. Tax Laws are subject to change from time to time. All payable taxes in regard to clients' accounts, funds, transactions, balances etc. are the sole responsibility of the Client, and the Client shall fully indemnify the Company in this regard (either the Company had legal obligation to deduct such taxes from the Client prior to processing any withdrawals or not) the Client shall pay their tax at all times at their own liability and responsibility.

12.5. The Client shall be solely responsible for all filings, Tax Returns and reports on any Transactions which should be made to any relevant Authority, whether Governmental or otherwise, and for payment of all Taxes, (including but not limited to any transfer or value added Taxes), arising out of or in connection with any Transaction.

12.6. The Client agrees to pay:

12.6.1. Commission as notified/displayed by the Company as well as any other Transactional Fees, Tolls and Expenses charged or levied by the Company. The Commission Rates may be

changed from time to time; and

12.6.2. Any Fees, Commissions, Financing and Rollover Charges as set out in this Agreement and/or and any other Disclosure documents; and

12.6.3. Any Costs as identified in this Agreement and/or any Disclosure documents, including but not limited to Swap Charges, Fund Withdrawal Fees or Network Costs; and

12.6.4. Any transaction fees charged by our third-party contractors (i.e. service providers, payment system providers, banks, others;) which are charging the Company for transactions made by the Client in and/or in relation with the Client's account held with us.

12.6.5. Any other Costs incurred by the Company as a result of Clients default under this Agreement, including all Legal Costs and Expenses; and

12.6.6. Interest payable where an amount owed to the Company by the Client is overdue. In such circumstance, Interest will be charged at the rate of [2%] per annum above the Bank Overdraft rate and accrued daily from the date it becomes due until the date the Balance is paid in full.

12.6.7. The Company might, in its own discretion share the cost of such charges, however this shall not be obligatory on the Company and if the Company considers unfit to undertake such burden it shall have the full right to refuse so without any explanation to the Client or reasoning of such refusal.

13. DEPOSITS AND WITHDRAWAL

13.1. The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be accepted by a Bank transfer, Debit / Credit Card or any other Method of Electronic Money Transfer, (where the originator is the Client), acceptable by the Company from time to time.

13.2. Third Party deposits.

13.2.1. The Company may allow Third Party Deposits to the Client Account; only in the following cases and subject to certain conditions as per the below:

(a) The cumulative amount of the Third-Party Deposit ***is less than $1.000***,

(b) Where the cumulative Third-Party Deposit ***is above $1.000***, and provided that the client, within five (5) working days, has provided the following information:

- *Signed Declaration from the Third party that authorizes the deposit,*
- *Proof of Identity of the Third party (i.e. Passport or National Identity Card or Driving License),*
- *Proof of Address of the Third Party, not older than three (3) months old (i.e. Utility bill or Bank statement or governmental document on the name of the 3rd party).*
- *The coloured Copy of the Credit Card's front and back sides indicating only the name and the last four digits of the card's number (add/remove as needed).*

13.2.2. The Client acknowledges that, failure to comply with the provisions outlined in section 13.2.1. (b) above provides the Company with the right to perform such actions in order to reverse the outcome/results of using third-party deposit on the Client Account. Such actions are and will be notified to the client upon the lapse of the five (5) working days timeframes noted in the latter section of this Agreement.

13.3. The Client acknowledges that the Company may use third party services in order to process deposits/withdrawals for the Client. All or some of Clients' funds deposited with the Company are being held with credit institutions (i.e. banks, financial firms, EMIs, payment agents and payment service

providers).

13.4. The Client acknowledges that the some or all of the payments performed through EMIs and/or PSPs will be processed through a related Entity.

13.5. All or some of clients' funds might be held with the Company's Liquidity Provider for margin purposes.

13.6. If the Client makes a payment by Bank Transfer, by Credit Card or any other method of Electronic Money Transfer, the Company shall credit the Client Account with the relevant amount only after the amount is cleared in the Bank Account of the Company.

13.7. The Company reserves the right to reject a deposit from the Client if the Company is not duly satisfied as to the legality of the source of funds.

13.8. The Company reserves the right to request the Client at any time to provide any documentation to confirm the source of funds deposited into the Client Account

13.9. The Company will affect Withdrawals of Client Funds, either upon the receipt of a Form bearing the Signature of the Client, (which must match the specimen Signature of the Client provided by him to the Company), or upon an Application for Withdrawal made via the Company Online System.

13.10. Upon receiving an Instruction from the Client to Withdraw Funds from the Client Account, the Company shall pay the said amount within 10 Business Days, if the following requirements are met:

13.10.1. the Withdrawal Instruction includes all necessary information

13.10.2. the Instruction is to make a Bank Transfer to the Account of the Client; and

13.10.3. at the moment of Payment, the Client's Free Margin exceeds the amount specified in the Withdrawal Instruction including all Payment Charges, and

13.10.4. The Client's identity is fully verified according to the AML requirements, and the Company has all necessary documentation of the person submitting the request available. In certain instances, the Company reserves the right to request additional documentation prior to proceeding with the withdrawal. In case the Client fails to provide the requested documentation, the withdrawal might not be processed, and the client remains liable for any delay and/or any consequences which may emanate from such a delay .

13.11. The Company will not process withdrawal requests instructed to be processed by a wire transfer for an amount of 70$ or less whereas such an amount shall be withdrawn by any other means, unless the Client insists by email to the Company and accepts to bear the costs and fees payable for such transaction. In such case the Client shall expressly instruct the Company, by an email, that they insist on such withdrawal method and that they accept the transfer costs and fees to be deducted from their account balance before the withdrawal is processed (the client in such case acknowledges that the final withdrawn amount will be decreased by the deduction of such transfer costs/fees and will receive only the remaining difference).

13.12. All payment and transfer Charges will be borne by the Client and the Company shall debit the Client Account for these Charges and/or associated fees and/or costs.

13.13. In the event of a withdrawal request made without any trading activity and/or in the event of a significant indication of account closure and/or closure of account, it will result to fees being charged to the Client's account. For further specifications please refer to the Company's website at all times.

13.14. The Company reservese the right to charge the transaction fees for Deposits and/or Withdrawals for any amount and any method of transaction might be in use (i.e. wires, e-wallets, etc.), as it sees fit and proper. The Company is not obliged to bear the costs and fees of transfers but the Company reserves the right to do so at its own discretion as it sees fit (i.e. suspects that the client is taking advantage or puts the Company in extra costs for an unreasonable matter or the Client benefits from such transaction), or for the purpose of risk and financial control of the Company's operations, then the Company shall have the right and final decision to charge such costs and fees on the Client.

13.15. The Client hereby acknowledges and confirms that the company shall not be burdened for such costs and fees.

13.16. The Company has no responsibility and does not promise that the Client will receive the funds instantly with the confirmation and processing internally, since third parties are involved in the process (i.e. the Client's bank) and may affect the timing the funds will eventually reach the Client's bank account.

13.17. Withdrawals will only be affected to the Client. The Company will not affect Withdrawals to any other third party or to an anonymous account. The Company reserves the right to decline a Withdrawal Request from the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

13.18. The Client acknowledges that in case they provide the Company with wrong instructions to transfer of funds, the Company may be unable to correct the mistake and the Client might have to bear the loss.

13.19. The Company reserves the right to seek reimbursement from the client, if the Company receives a charge back from any credit card issuer or with respect to any other payment method, for any reason.

13.20. The Company may obtain such reimbursement by charging the Client's Trading Account, deducting amounts from future payments, charge the Client's credit card or obtain reimbursement from the Client by any other lawful means. All bank charges howsoever arising will be deducted from the Client's Trading Account. All payment and transfer Charges will be borne by the Client and the Company shall debit the Client's Account for these Charges.

13.21. We may charge interest on all sums payable to us under the Agreement which have not been paid within 5 days of the date on which they arose. We will charge interest of 2%. per calendar month or part thereof cumulative on sums owed to us, until the debt has been paid in full.

13.22. We may debit from client's account, or any other account in which the Client holds an interest, any costs, debit interest and expenses incurred in recovering indebtedness. All debts to us are recoverable in law; and irrespective of size may be actively pursued.

13.23. We may retain funds that are required to cover margin requirements, net unrealised losses, uncleared funds (i.e. cheques or credit card payments), realised losses and any other amount due under the Agreement. And under no conditions with unrealised profits be paid or be made available for electronic withdrawal or used to offset the Client's obligation to pay the Client's realised losses.

13.24. We may at any time set off any liabilities owed by us to the client against any amount owed by the client to us. We may, without notice to the client, consolidate any or all accounts of whatever type or description of which the client is the legal owner or have a claim of legal or beneficial ownership.

13.25. We may apply any credit balance to which we are at any time beneficially entitled on any account which the client has with us in (or towards) satisfaction of any sum then due and payable (but unpaid) by the client to us. If such balances are in different currencies, we may convert either balance at a rate of exchange reasonably determined by us for the purpose of the set-off. We will not be liable to the client for any exchange rate loss suffered by the Client as a result of such currency conversion.

13.26. Without prejudice to any part of the Agreement, we may require the settlement of all open Transactions at any time and with immediate effect. Such settlement will be made at the Company's prevailing Quote for each Transaction at the time of settlement or at the first such time that such a settlement may be practicably made. The settlement amount in respect of each open Transaction will be calculated by us as the difference between the opening value of each Transaction and its value on the settlement price.

13.27. In case that the Client dies or is declared absent or becomes unsound mind, and the Client's legal heirs would like to withdraw the remaining balance in the Account, legal heirs must provide us with official legal documents from the relevant authorities in the applicable jurisdiction to validate the Clients demise, and the legal rightful owner of the deceased. The Company reserves the right at its own discretion to request any legal document for verification purposes. The Company at its discretion and upon checking such documents will decide whether to allow such withdrawals, provided that all obligations and liabilities owed to the Company will be owed by legal heirs.

14. CHARGEBACK POLICY

In the event that a chargeback is placed by the Client, the Company may enforce the following terms:

14.1. The Company reserves the right to charge up to "200 USD research fee" if a chargeback is placed with the Client's credit card company (either intentionally or unintentionally by the Client) for any deposit made to the Client Account. This fee will be used to cover all investigative expenses to prove that the deposit was made by the client, upon receiving the chargeback notification from the Company's merchant provider.

14.2. Any chargebacks placed by the Client against the Company will be regarded as fraudulent if no initial attempt is made by the Client to resolve the matter/questions/concerns directly with the Company. This chargeback will be considered a breach to act bona fide towards the Company. The Client is hereby notified and, thus, acknowledges that all unnecessary chargebacks result in costs for the Company and therefore:

14.3. All fraud attempts against the Company, including credit card fraud, will not be accepted by the Company and as such will be fully investigated and pursued under the law to its fullest extent. Any losses resulting on the Company, due to such fraudulent Chargeback, will be fully pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research and investigations costs, human resource, and loss of income.

14.4. When suspicious activity relating to any deposit is detected by the Company, the respective deposit will be placed as "Pending" and fraud detection checks will be performed during this time. Access to the Client Account might also be temporarily prohibited in order to reduce any risk exposures.

14.5. The Company reserves the right to block the client's trading accounts, restrict any access to the Company's platforms, resulting to seizure of any profits, revenues and remaining balance until the case is closed.

14.6. Any chargeback case that is made against the Company and is not successful will result in the sum being reimbursed by the Company along with charges for research and processing totaling 400 USD (Four hundred USD). For avoidance of any doubt the amount of 200 USD (Two Hundred USD) will be charged for 'research fee' and the remaining amount of 200 USD (Two Hundred USD) will be charged as 'administrative processing fee'.

14.7. All reviews are generally completed within three (3) business days; however, it may take longer if the specific transaction indicates a potentially higher risk as more extensive fraud detections checks will be performed by the Company's relevant departments. Such extended time shall take all the necessary time as the Company may see fit and necessary.

14.8. As a back-up precaution, the relevant transaction might be blocked by the Company's merchant providers for higher protection. In the event that the transaction will pass from the Company's merchant provider and the Company believes that the said transaction is considered to be high-risk, the transaction will be immediately cancelled, and the funds will be refunded to the client's credit card. All the expenses will be charged on the Client.

14.9. It is the Company's sole discretion to close any and/or all of the Client's account(s) in such cases. In case of account closure, any transaction and/or trading activity that already took place and has been completed within the Trading Account, the Company may, at its own discretion, deem it void and reverse such transaction(s) accordingly as if it never took place.

14.10. The Company has systems installed to monitor fraudulent activities and any transactions that are detected to have suspicious nature of being fraudulent shall be immediately suspended and cancelled, along with any orders and/or trading activity associated with the transaction. In this case any transaction and/or trading activity that already took place and has been completed, the Company shall deem it void

and reverse such transactions accordingly as if they never took place.

14.11. Any active orders will be cancelled immediately if associated with the same fraudulent credit card and/or Client account.

14.12. By acknowledging this present Agreement, the Client hereby gives their permission for any charges to be made to his credit card and/or the relevant charge to be deducted by their trading account remaining balance. If these charges are disputed regardless, the Company reserves the right to take any legal action necessary in order to recover losses associated with these claims.

15. SWAPS FREE CLIENT ACCOUNTS

15.1. The Company may, from time to time offer Swap free Client Accounts for CFD trading in Stocks, Commodities, Currencies, and Indices. The Company at its discretion may change the Underlying Assets available for Swap free Client Accounts.

15.2. For the reference of this clause, 'Swap free period' shall mean fourteen (14) consecutive days unless otherwise agreed between the Company and The Client.

15.3. The Company will not charge for swaps for trades which were opened and closed within the swaps free period.

15.4. For trades which were opened and not closed within the Swap free period the Company shall charge the relevant swaps by calculating the swaps from the 15th consecutive day and onwards.

15.5. The Company shall apply the Swap charges relevant to *Clause 15.4* above, once per week and most preferably on Sunday or when the Company deems right.

15.6. In the event that *Clauses 15.4* and *15.5* will occur, the swaps rates will be taken at the time where the charge will take place. The Client hereby acknowledges that the swap rates are changing from time to time and the Company will not be held liable for the occurrence of such change and the charge accordingly.

15.7. The Company reserves the right to discontinue the provision of Swap Free Account for whatever reason, at the Company's sole and absolute discretion. In case of such discontinuation the company will give one (1) business day notice to the relevant contact details that the Client (the Client) have provided to the company in the Client's application form or as have reasonably notified of any updates accordingly.

15.8. The Company reserves the right, to do not exercise the right in *Clause 15.7.* above, but instead of discontinuation of Swap Free Account convert it into a normal account and simply impose swaps in order to avoid any burdening cost and/or expenses on the Company, without any obligation on the Company to prove such burden of cost and/or expenses.

16. ACCOUNT'S CREDIT

16.1. The Company at its own reasonable discretion, offers Credit to any Client(s) and/or any countries/regions as it deems appropriate and for as long as the Company deems to provide it.

16.2. In order for a client to be considered as Eligible Client to a Credit the following criteria must be satisfied:

i. At least eighteen (18) years of age or otherwise above legal age in the country of residence.

ii. Holder of a real trading account with the Company within which the minimum first deposit condition has been made as it is specified on the Company's website (the "Account"), irrespective the amount of credit will be granted; and

iii. The Account must have been approved by the Compliance Department, and,

iv. Persons associated in any manner whatsoever with the Company: Employee, introducing broker, affiliate and associate of the Company are not allowed to participate.

16.3. Similarly, family members and close associates (as stated in *Clause 16.2.iv* above) are not allowed to participate.

16.4. The Client is not a third party which have any direct or indirect connection or relation to this promotion within or outside the Company itself.

16.5. The Client should have filed an official request to the Company for such Credit to be granted. This request can be made either by email, through the website, links available to the Client or any other online questionnaire and/or through the Company's representative

16.6. The Client understands and acknowledges that their request will be assessed by the relevant department within the Company and will have to receive a reply. The Company may reject such request without obligation to provide explanations or reasons of such rejection and/or disqualification.

16.7. The Company will keep adequate records of such Client's request and consent/acceptance to receive the bonus, as evidence for the granting of bonuses.

16.8. The Credit is offered solely for trading purposes and therefore it cannot be withdrawn, transferred, refunded, and/or lost, system will close all the Client's positions automatically once equity reaches the bonus amount so the bonus will remain in full and not lost.

16.9. Any withdrawal from the account will immediately cancel the bonus which will be forfeited/deducted from the account. In the case the Client wishes to withdraw the Client's initial deposited amount and the Client's profits the credit will be deducted from the account immediately.

16.10. For the purpose of this Agreement, if the Client makes a profit as a trading result and intends to withdraw either the Client's deposited funds, profit, or both the same time, and since the Credit is not subject to

withdrawal, the bonus given by the Company shall be removed in the first instance and then the withdrawal will be processed.

16.11. The given Credit cannot be lost and therefore as soon as the Client account's equity will be equal to the bonus the system will automatically close the Client's open positions.

16.12. If the Client does not conduct any trading activity during the first 30 days from the day of receiving the credit, then the Company reserves the legal right to forfeit/debit that bonus.

16.13. The Credit will be forfeited/debited from the Client's Account in case the Company has any suspicious grounds to believe that the credit has been abused and/or manipulated in any way.

16.14. While the Client benefits from this Credit, the Client has the obligation to act in good faith and should not carry out any action in any way/manner, which may be considered as manipulation or abuse of this Client Agreement or any other policies of the Company. The Client should use the Credit in an effective and reasonable manner so as to satisfy the Company and its policies in general.

17. CONFLICTS OF INTEREST

17.1. The Company may be required to have arrangements in place to manage conflicts of interest between the Company and its clients and between clients themselves. The Company will take all reasonable steps to avoid conflicts of interest. When conflicts of interest cannot be avoided the Company shall disclose the Client the nature and source of the conflict. The Company shall at all times ensure that clients are treated fairly and with the highest level of integrity and that their interests are protected.

17.2. The Client acknowledges and accepts that there is a possibility that conflicts may arise and consent to us acting in accordance with our Conflicts of Interest Policy notwithstanding such conflict.

18. ANTI-MONEY LAUNDERING PROVISIONS

18.1. The Company is obliged to follow certain requirements as set out by international standards as well as local authorities for preventing and suppressing money laundering activities, which requires investment firms to obtain certain verification documents from Clients.

18.2. The Company may request the Client to inform the Company how the invested funds were obtained/accumulated and obtain verification documents from clients.

18.3. The Company has the right not to carry out orders or instructions received from the client, as long as the client has not supplied information requested by the Company. The Company accepts no responsibility for any possible delays where the client's verification documents are outstanding.

18.4. If the client authorises someone to manage their account, the Client does so at their own risk and both the Client and the authorised person will be required to submit a signed form which is a type of Power of Attorney document authorising and appointing an Authorised Third Party to operate the account. Additionally, the authorised person will be required to provide a full Due Diligence package of documents and any other documents reasonably requested by us, in order to be able to appoint as an Authorised Third Party.

18.5. The Client acknowledges that the Client will remain fully responsible for all actions of the Authorised Third Party. We will be entitled to accept all instructions from an Authorised Third Party until that authority is revoked. The client acknowledges that will remain liable for all instructions given to us prior to the revocation/variation being effective, and that will be responsible for any losses which may arise on any Transactions which are open at such time.

18.6. We may, without notice, refuse to accept instructions from any Authorised Third Party and to treat the appointment of any such Authorised Third Party as terminated.

19. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY

19.1. Unless otherwise specified, the client has to send any notice, instruction, request or other communication via email at support@fxglobe.com.

19.2. All notices/information provided by the Company or received form the clients should be in the English language.

19.3. The Client acknowledges that all notices, conversations and communications are recorded and hereby agrees to the recording of such conversations. All such records and recordings are our exclusive property and may be used as evidence in any dispute and/or made available by us to the competent authorities when requested for the period of 5-7 years after the date of creation of the recording.

19.4. The client acknowledges and agrees that communication transmitted by the Client or on their behalf is made at their own risk and the client authorises us to rely and act on and treat as fully authorised and binding upon the client, any communication (whether or not in writing) that we reasonably believe to have been made or transmitted by the client.

19.5. Subject to Applicable Law, any communications between us using electronic signatures will be binding to the same extent as if they were in writing. By agreeing to this Agreement, the client gives consent to the receipt of communications by electronic means, notwithstanding that certain communications would otherwise be required to be made using a durable medium under Applicable Law.

19.6. We will not be liable to for any losses, damages or costs incurred by the Client through non-receipt of notifications or Confirmations (in the case of Transactions or Orders placed), including where such loss, damage or cost is a result of client's inability to close a trade. We accept no responsibility for non-receipt of any such notifications or Confirmations. Where we are not notified that any notice or other

communication has not been received, that notice or communication will be deemed to have been duly served:

19.6.1. if hand delivered last known home or work address, or when actually given in person.

19.6.2. if given orally over the telephone or in a face-to-face exchange (or person claiming to our representative to be the client);

19.6.3. if given by leaving a telephone answering machine message, text message or voice mail message or through any other medium (i.e., *WhatsApp" and/or any other platform of communication that is/are authorised by the Company*), two hours after the message being left on the relevant medium.

19.6.4. if sent by first class post two business days after posting of same;

19.6.5. if sent by fax, on completion of its transmission, provided that a transmission "successful" notification has been received by us; or 10 seconds after being sent by email.

19.7. The client understands, acknowledges and accepts that any services provided by us involve transmission over the internet and that the Client might be subject to the internet inherent risks. Whilst we acknowledge our responsibility for take reasonable steps security precautions, the client also acknowledges and accepts that, as with any network, the Client may also be exposed to unauthorised programs which may endanger their personal data. Thus, we cannot guarantee the elimination of any such risks, and we shall not be liable for any breach of confidence or Data Protection arising as a result of such an event.

20. PRIVACY AND DATA PROTECTION

20.1. By opening an Account with the Company and by placing orders and entering into transactions, the client acknowledges that the Client will be providing personal information (possibly including sensitive data) (the "**Personal Data**") and by accepting this Agreement and providing the Client's personal data we are being impliedly authorized to collect, hold and process such data about for legal, personal, administrative and management purposes and for the provision of services under this Agreement.

20.2. The Client consents to the processing of that information by the Company for the purposes of performing its obligations under this Agreement and administering the relationship with the Client. Such purposes include the processing of instructions and generation of confirmations, the operation of control systems; the operation of management information systems and allowing staff of any of the Company's affiliates who share responsibility for managing the Client relationship from other offices to view information about the Client.

20.3. The client consents to us and our associated companies processing all such information for the purposes of performing this Agreement and administering the client's account, the services provided to the client and the relationship between us. In other cases, processing may be necessary for the protection of The Client's interests, for our legitimate interests or the legitimate interests of others.

20.4. The client consents to our disclosure of such information:

20.4.1. where we are required to by law.

20.4.2. to Associated Companies.

20.4.3. to regulatory authorities upon their reasonable request.

20.4.4. to our Trading Partners.

20.4.5. to such third parties as we deem reasonably necessary in order to detect or prevent crime, including money laundering.

20.4.6. to such third parties as we see fit to assist us in enforcing our legal or contractual rights against the Client including but not limited to debt collection agencies and legal advisors.

20.4.7. to such third parties we reasonably believe to be seeking a reference or credit reference in good faith; and

20.4.8. to such third parties we reasonably believe that there is a duty to the public to disclose.

20.4.9. to such third parties where our legitimate business interests require disclosure.

20.4.10. to such third parties as we deem reasonably necessary in order to assess and process the Client's application for the opening of a trading account with us.

20.4.11. to such third parties as we deem reasonably necessary in order to carry out our contractual obligation under this Agreement and carry out our everyday business activities and deals with the Client in relation to the Client's trading account(s).

20.4.12. to such third parties as we deem reasonably necessary in order to monitor and analyse our business, as well as market it and develop other products and services.

20.4.13. to such third parties as we deem reasonably necessary in order to exercise any legal right that we have under this agreement (i.e. transfer any of our right or obligations under this Agreement);

20.4.14. to such third parties as we deem reasonably necessary for any other purpose relation to the business with the Client under this Agreement and in relation to the Agreement itself

20.4.15. to The Client as per the procedure stipulated in our internal Data Protection policies.

20.5. The client understands and acknowledges that any of the parties listed above may be within or outside the EEA. Thus, the client acknowledges and agrees that this may result in their personal data being sent outside the EEA, even where the country or territory in question does not maintain adequate data protection standards. At all times, we shall ensure that such persons apply data protection measures equivalent to those imposed upon us by applicable data protection law to protect the client's personal information.

20.6. The client consents to the Company to record, monitor and process data, including all communication means with us, or any Associated Company, during the performance of this Agreement, for security purposes and in order to carry out our legal obligations. Monitoring and processing of data is only carried out to the extent permitted or as required by relevant laws and as necessary and justifiable for business purposes. The Client agrees that all types of recordings held with us shall be and we may provide any of such recordings to any governmental body (i.e. court, regulatory or government authority) in any disputes that may arise between the Client and us. However, in case of any technical errors this shall not hold us liable for not recording such information, the Client should not rely on such recordings to be available.

20.7. The Client consents that the Company may monitor and record the Client's trading activity for regulatory compliance, crime prevention and detection, to protect the security of communications systems and procedures, for quality control and staff training etc. The Company may also monitor activities on the Client' account where necessary for these reasons and this is justified by the Company's legitimate interests and/or legal obligations any amounts gained by the monitor and/or recording will remain with the company, and the Client will not be eligible for any fees and/or amounts that might occur.

20.8. We may set and access Cookies on client's computer, enabling us to learn which advertisements and promotions bring users to our website. We may also use cookies in regards with any of our products and/or services and track The Client's activities on our online trading systems. Such information tracked through cookies will be treated by us as anonymous and the client's identity will not be identifiable.

20.9. The Company may carry out credit and identity checks, including but not limited to the money laundering checks, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider

necessary or desirable, including requesting a reference from client's bank or any credit reference agency. The client understands and agrees that any third party referred to in this clause may share any information concerning the Client with us and other organisations involved in such checks.

20.10. We will take reasonable steps to ensure the reliability of any Associated Company, employee, agent, partner, contracted processor and/or any other counter-party who may have access to the client's data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant data, as strictly necessary for the purpose of performing this Agreement (i.e. employees' bank account data, criminal record, etc.), and to comply with applicable laws in the context of that individual's duties to the contracted processor, and ensuring that such individuals with access are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

20.11. The client acknowledges and consents to us processing such data, collected and available in our possession, to our Associated Companies, affiliates and those who provide products or services to us, regulatory authorities, governmental or quasi-governmental organisations or any other counterparty.

20.12. The client acknowledges and confirms that the Client are giving the Client's consent, in regard to this Clause of this Agreement, freely and voluntarily, and the client understands that such processing of data is necessary for the purpose of establishing and performing the purpose of this Agreement. If at any time in the future the client wishes to revoke such consent the Client can do so by a reasonable notice to us. For the avoidance if doubt, we will deal with such revocation in accordance with our internal data protection policies.

20.13. The client is advised to read the complete terms of our Privacy Policy carefully, before submitting any information to us. Otherwise, by acknowledging this Agreement the Client becomes bound by the terms of our Privacy Policy and the policies of the Company, and the client is authorising us to record and process it.

20.14. If the client has been introduced to us by a third party then the client acknowledges and agrees to our exchanging of personal information with that third party to the extent necessary for us to fulfil our obligations under any agreement, we may have with that third party.

20.15. In case that we do not require any special category of information from the client (ex: ethnic origin, religion or medical records) but the Client still provides it to us through any other direct or indirect means, we will assume that such data is given to us with the client's proper consent for processing as per this Clause and entire Agreement, unless otherwise notified by the Client to us in writing.

20.16. Marketing communications will be sent to the client either in our legitimate interest or by client's consent by requiring the Client to "opt in" to receive such communications.

20.17. If the client wishes to access any information we may hold or wish us to correct any misinformation the client shall notify us in writing. No fee shall be charged for such access (or to exercise any of the other rights). However, we may charge a reasonable fee if the request for access is clearly unfounded or excessive, or for any other reason as permitted by relevant laws. Please note that pursuant to the applicable Data Protection and Privacy Act No.13 of 2024 and other relevant applicable laws, certain information may be exempt from disclosure, or we may refuse or be unable to disclose information the client requests.

20.18. If, during the course of our business relationship, there is a change in client's personal data, the client shall ensure that this data is notified to us and the data in our records is updated and accurate.

20.19. For the purpose of this Clause the following terms shall have the following meaning:

20.20. Associated Companies means any holding company or subsidiary company of us and/or any subsidiary company of any such holding company or its subsidiaries and their employees, and also including any other third party contractors (such as service providers, trading partners, business associates and affiliates, agents, etc.) Cookies are small files containing information that a website uses to track its visitors which may be sent from us to the Client's computer and sometimes back.

20.21. The Company is committed in protecting the privacy of all personal data which it obtains from existing

or prospective clients, applicants and visitors.

20.22. The Company will collect and hold personal data about the Client when the Client completes an online application for a live or demo account or through any other activities carried out on our website or any connected applications.

20.23. Personal data collected includes but is not limited to:

20.23.1. Personal details such as name, address, telephone number and/or email address.

20.23.2. Financial details such as estimated annual income and net worth, trading experience and investment knowledge.

20.23.3. Identity verification documents such as passport and ID, utility bills, and/or bank statements or the Client's company incorporation certificates/details.

20.24. The Company may derive information from the Client's use of its website. Such information may include site areas visited, pages viewed, frequency and duration of visits, type of transactions conducted, or documents downloaded.

20.25. The data that the Company collects from the Client may be transferred to and stored at a destination either within or outside the European Economic Area (EEA). It may also be processed by staff operating within or outside the EEA who work for the Company or any of the Company's suppliers.

20.26. The Company may use the Client's information for any one or more of the following purposes:

20.26.1. To confirm the Client's identity.

20.26.2. To maintain the Client's personal profile.

20.26.3. To assess the Client's suitability to the products and services we provide.

20.26.4. To provide the services the Client has requested including processing transactions.

20.26.5. To provide the Client with transaction and post transaction related services.

20.26.6. To inform the Client of products and/or services that may be of interest to the Client.

20.26.7. To keep the Client updated on the issues that are relevant to the Client's business relationship with us.

20.26.8. To tailor the website to the Client's needs and interests;

20.26.9. To analyse impersonalised statistical data to enable us to provide the Client with better products and/or services.

20.26.10. To administer the Client's account and monitor its conduct and assess and analyse any credit limit, including, the interest rate, fees and other charges to be applied to the Client's account;

20.26.11. In the event that the Company discloses information to business parties, for instance, card processing companies or banks, in order to effect the services requested by the clients; such third parties may store the Client's information in order to comply with their legal and other obligations.

20.27. The Company will retain the Client's personal data on record for a period of at least five (5) to seven (7) years, which is calculated after the execution of the transaction or the termination of the business relationship.

20.28. By submitting the Client's personal data, the Client consents to the Company collecting, maintaining, using and disclosing personal data about the Client in accordance with this section.

20.29. The Company uses cookies to gather information about the Client's access to its website and other related services provided to the Client.

20.30. Cookies are small pieces of information which use a unique identification tag and are stored on the Client's device as a result of the Client using this website or other services we provide to the Client.

20.31. Most internet browsers are set up to accept cookies. If the Client does not wish to receive cookies, the Client may be able to change the settings of the Client's browser to refuse all cookies or to have the Client's computer notify the Client each time a cookie is sent to it, and thereby give them the choice whether to accept it or not. However, it is strongly recommended that the Client allows cookies on our website to ensure they receive the best possible experience. Turning off cookies may result in reduced performance of our website and trading platform and may also impair the quality of the services that we provide to the Client.

21. TERMINATION

21.1. The Company or the client can terminate this Agreement by giving five (5) business days written notice to the other party. During the termination notice, the client is obliged to close all open positions. In the case where the client has open positions during the termination notice period, then the Company reserves the right not to accept any new transaction orders and the Company shall have the right to close all the client's open positions on expiry of the notice period to the extent the client has not already done so.

21.2. Upon termination of this Agreement, the Company shall be entitled, without prior notice of the client, to cease the access of the client to the trading platform.

21.3. The Company may close all open transaction positions and terminate this agreement immediately without giving written notice in the following cases and if at any time:

21.3.1. The client fails to comply fully and by the required time with any obligation to make any payment when due under this Agreement;

21.3.2. The Company has reasonable grounds to believe that the client is in breach of any covenant or provisions set out in this Agreement;

21.3.3. The company believes that client activity might be a violation of any applicable regulations;

21.3.4. The client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay their debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the property, undertaking or assets (tangible and intangible) of the Client;

21.3.5. The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure, seeking or proposing, the appointment of an insolvency officer, the liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar under any insolvency law.

21.3.6. The client involves the Company directly or indirectly in any type of fraud, in which it places the interests of the Company and/or the Company's clients at risk prior to termination this Agreement.

21.3.7. The Company has grounds to believe that the client's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the trading platform.

21.3.8. The Company has grounds to believe that the Client is acting in concert with other third-party providers as per *Clause 28.* of this Agreement.

21.4. If any of the above events occur, we may immediately take any or all of the following actions:

21.4.1. void any or all Transactions from the outset.

21.4.2. close any or all of The Client's open Transactions (in whole or in part and including those held on a joint account with others) on the basis of the current, or next available Company's Quote(s); in the case where any market is closed for any reason, at the next available Company's Quote on the reopening of such market and no new Transactions will be accepted by us.

21.4.3. all debit balances will be immediately due and must be paid in full.

21.4.4. close or suspend the account.

21.4.5. refuse to accept any further Transactions.

21.4.6. require immediate payment of any amounts owed to us.

21.4.7. cancel any Orders and open Transactions; and/or

21.4.8. terminate this Agreement.

21.5. The termination of this Agreement shall not in any case affect the rights of which have arisen, existing commitments or any contractual commitments which were intended to remain in force after the termination and in the case of termination, the client shall pay for:

21.5.1. Any pending fees/commissions of the Company and any other amount payable to the Company;

21.5.2. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of this Agreement;

21.5.3. Any damages which arose during the arrangement or settlement of pending obligations. The Company has the right to deduct such sums as are appropriate with respect to all the above client liabilities or contingent liabilities from the client's account.

21.5.4. No penalty will be payable by either party on termination of the Agreement and termination will not affect any accrued rights. On termination by either party, we may consolidate all or any of client's accounts and may deduct all amounts due to us before transferring any credit balance to the client's account.

22. CLIENTS' COMPLAINTS HANDLING

22.1. If the client wishes to report a complaint, they might do so by sending an official email to support@fxglobe.com.

The Company will take sufficient steps to resolve it without undue delay and according to the Company's procedures.

22.2. The Client has the right to file a complaint to the Company within the period of three (3) months from the occurrence of the event.

22.3. It is hereby agreed that complaints received after the timeframe mentioned in *Clause 22.2.* shall not be considered as investigable and solvable and the Company will not be in a position to assist any further.

22.4. It is understood that the timeframe given in *Clause 22.2.* shall satisfy the reason of the Client becoming aware or when they ought reasonably to have become aware of the cause to complain.

22.5. It is the Company's sole discretion to investigate any submitted complaint due the timeframe mentioned in *Clause 22.2*.

22.6. In the event that a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of a good faith and fairness and by taking such action as is consistent with the standard business and market practice.

23. GENERAL PROVISIONS

23.1. The client shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under this agreement or any interest in this agreement without the Company prior written consent, otherwise any purported assignment, charge or transfer in violation of this paragraph shall be void.

23.2. If the client is a partnership, or otherwise comprises of more than one person, the Client's liability under this agreement shall be joint and several. In the vent of the demise, bankruptcy, winding-up or dissolution of any one or more of such persons, then (but without prejudice to the above or the Company rights in respect of such person and successors) the obligations and rights of all other such persons under this Agreement shall continue in full force and effect.

23.3. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be affected or impaired.

23.4. The Company's records, unless proven to be wrong, shall be the evidence of client's dealings with the Company in connection with the services provided.

23.5. This Agreement may be amended from time to time and the Company shall notify the client of the relevant amendment or about the updated agreement either in writing or through the main website. Any changes to this Agreement shall not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. Should the client disagree with the changes, the Client may terminate this agreement in accordance with the relevant paragraph hereof.

23.6. By continuing to use the services following such notification, the client will be deemed to have accepted and agreed to the amendment. The client may object to the amendment by a notification to us within 10 business days of notification of the amendment. In such case the account may be suspended, and the client required to close the account as soon as reasonably practicable. If the client doesn't do so we will do it in a manner that we consider to be fair and reasonable and at most fit for purpose.

23.7. A person who is not a party to this customer agreement has no rights to enforce any terms of this Agreement.

24. REPRESENTATIONS, WARRANTIES AND COVENANTS

24.1. On a continuing basis, a client represents, warrants, covenants and undertakes to the Company, both in respect of himself and any other person for whom the client acts as an agent, that:

a) The client is authorised and has the capacity to enter into this agreement and any transactions which may arise under them.

b) The client is over 18 years old.

c) The client warrants that the Client information that the Client provides on the account opening form

(registration process) as well as in any other documentation is complete, true and accurate. For any change or amendment in the above-mentioned information, including change of address, the client remains responsible to notify the company.

d) The client has obtained the necessary approvals from the relevant regulatory/legal and compliance authorities to make use of the services provided pursuant to this agreement.

e) The client has read and fully understood the entire contents of this agreement with which the Client fully accepts and agrees.

f) There are no restrictions, conditions or restraints by any governmental, regulatory or supervisory bodies, regulating client's activities, which could prevent or otherwise inhibit the client entering into, or performing in accordance with this agreement and/or under any transaction which may arise under them.

g) Client's performance under any transaction in accordance with this agreement does not violate any agreement and/or contract with third parties.

h) This Agreement, each transaction and the obligations created thereunder are binding on the client and enforceable against the client in accordance with their terms.

i) There are no pending or, to the best of the client's knowledge, any legal proceedings before any court, arbitration court, governmental body, agency or official or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against the Client of this Agreement and any transaction which may arise under it or the client's ability to perform obligations under this agreement and/or under any transaction which may arise under them in any material respect.

j) The client shall not enter any transaction unless the Client has a full understanding of all of the terms, conditions and risks thereof, and the Client is capable of understanding and willing to accept (financially and otherwise) those risks.

k) The client shall not provide the company any information which is misleading and the Client undertakes that any information provided to the company shall be true and accurate in all material respects.

l) By entering into this Agreement, the client acknowledges and understands that, when participating in the Company's promotions, the Client will be bound by the terms and conditions of such promotions applicable at the time on the country of residence of the client.

25. INDEMNITY AND LIABILITY

25.1. Access to the trading systems is provided "as is". The Company makes no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to the electronic systems, their content, any documentation or any hardware or software provided by the Company. Technical difficulties could be encountered in connection with the electronic systems. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will the Company or its affiliates or any of their employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable or special damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the electronic systems or otherwise. The Company reserves the right, at its reasonable discretion to unwind an executed transaction or adjust the price of executed transactions (including transactions that have been confirmed or settled) to a fair market price if the transaction was mis-priced because of technical difficulties with the electronic systems.

25.2. The Company shall not be liable for any loss, liability or cost suffered or incurred by the client as a result of providing the services as described in this agreement.

25.3. The Company shall not be liable:

25.3.1. for any indirect or consequential loss or damage (whether for loss of profit, loss of business or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in relation to this Agreement.

25.3.2. for any incidental, special, punitive or consequential damages caused by any act or omission of ours under the Agreement; or

25.3.3. for any loss suffered or incurred by the Client as a result of any error in any Order, instruction or information given by the Client or an authorised person, or as a result of us acting on any Order or instruction which is, or appears to be, from such authorised person

25.3.4. for liability or cost which the client may suffer or incur as a result of the negligence, wilful default or fraud of any third party (e.g. bank, electronic payment provider, etc.), which it has taken reasonable care in appointing.

25.3.5. Neither the Company nor the directors, officers, servants, agents or representatives of the Company shall be liable to the Client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the client may suffer or incur arising from the act of omissions of the Company under this agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the client being unable to sell financial instruments where the price is falling, of rom not being able to purchase financial instruments where the price is rising, or from being unable to enter into or complete another trade which requires the client to have disposed of or purchased the financial instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

25.4. The client shall indemnify the Company and keep us indemnified on demand in respect of all liabilities, costs, claims, damages and expenses of any nature whatsoever (present, future, contingent or otherwise and including legal fees) which we suffer or incur as a direct or indirect result of:

i. a breach by the client's obligations under this Agreement, or

ii. any misrepresentation or breach of warranty by the client;

iii. us exercising our rights under the Agreement,

iv. the occurrence of any default or force majeure, or

v. any error in any instruction given to us by any Authorised Third Party or acting on any instruction, which is, or appears to be, from an Authorised Third Party.

25.5. All of our rights and remedies under this agreement may, unless otherwise stated, be exercised in our sole and absolute discretion and we are under no obligation to exercise any or all of them. All determination, decisions and calculations to be made by us under this agreement will be done in our sole and absolute discretion.

25.6. We may waive or relax any terms of the Agreement from time to time. Any liability accrued due to such permission is the Client's sole responsibility. Any agreement to waive or failure to enforce any part of the Agreement will not constitute a waiver by us of our right to enforce it at a subsequent time.

25.7. No delay in the exercise or non-exercise by either party of any right, power or remedy provided by law or under or in connection with the Agreement will impair such right, power or remedy or operate as a waiver or release of that right. Any waiver or release must be specifically granted in writing, signed by

the party granting it.

25.8. The rights and remedies of each party under the Agreement are cumulative and not exclusive of any rights or remedies of that party under the general law. Each party may exercise each of its rights as often as it thinks necessary.

26. INTELLECTUAL PROPERTY

26.1. All Intellectual Property Rights in or arising out of or in connection with the services provided under the Agreement, the Platforms, the Website or any other thing supplied by us to the client shall, to the extent not owned by a third party, be owned by us. The client acknowledges and agrees that, in respect of any third-party Intellectual Property Rights, client's use of any such Intellectual Property Rights is conditional on our obtaining a written license from the relevant licensor on such terms as will entitle us to license such rights to the client.

26.2. The client acknowledges and agrees not to supply any or the services provided under the Agreement or the Website (or any part of them) to anyone nor may the Client copy the services or the Website.

26.3. The client shall use any data or material we supply only in connection with the operation of the account, and upon the closure of the account the client shall return any such material to us.

26.4. Anything we supply to the client is supplied on a non- exclusive basis and we reserve the right to cease such supply and terminate any usage of any service, Platform or the Website or any other thing we supply to the client.

26.5. All rights and interests and all intellectual property rights (including, without limitation, all trademarks and trade names in or relating to the Company) are owned by the Company or the Company's suppliers or licensors and will remain the Company's property or that of the Company's suppliers or licensors at all items. The client will have no right or interest in those intellectual property rights other than the right to access the Electronic Systems. The client shall not copy, license, sell, transfer, make available the electronic systems or information on the electronic systems to any other person. The client shall not remove or alter any copyright notice, or other proprietary or restrictive notice contained in the electronic system.

27. INTRODUCING PARTNERS AND THIRD-PARTY PROVIDERS

27.1. The Client hereby understands and acknowledges that if he/she has been referred to the Company by any third-party (hereinafter the "third-party" "third-parties" "partners", and/or "Introducing partner") we shall not be responsible for any agreement made between him and the third-party.

27.2. The Client hereby understands and acknowledges that third-parties are not authorized by the Company to make any representations concerning the Company or its services and/or products.

27.3. The Company does not control and cannot endorse or vouch for the accuracy or completeness of any information, advice or product the Client may have received or may receive in the future from any third party. The Company does not endorse or vouch for the services provided by such third-party as they are not agents or employees of the Company. It is the Client's responsibility to properly to evaluate prospective third parties before engaging their services.

27.4. Hereby it is further clarified that the Company refers in this *Clause 27* to bona fide contracts, if any, between the Client and any third-party (regardless of such third-party is anyhow related/associated to the Company or not).

27.5. However, it is clearly noted and thus, understood, acknowledged and warranted by the Client that any Agreement between the Client and any third-party (regardless of such third-party is anyhow related/associated to the Company or not) which severs to abuse, exploit, misuse, deceit, scam or

anything else of this nature such agreements shall be explicitly prohibited. In case the Company has any suspicion of such settlement/arrangement, shall have the right to freeze the account and any funds therein, and, thus, perform the relevant reports and take the necessary actions as it sees fit and necessary

27.5.1. The Client hereby understands, acknowledges and agrees that the Company reserves the right, without the Client's consent and without any prior notice to the Client, to void and/or amend the terms of any transaction made by the Client, in the event the Company perceives that the Client is acting in concert to the Company's detriment with any third-party or the Client is in any way linked personally, financially, business transactions, close links, special relationship and any other factors and/or related anyhow with the Company's associated Third-party provider.

27.5.2. The Client hereby understands, acknowledges and agrees that the Company reserves the right to withhold any profits generated in the account and any remaining balance in the event that this *Clause 27* occurs and/or if there is a suspicion of acting in concert with other third parties to the Company's detriment. Also, the Client agrees, in such case and upon a relevant "cease and desist letter" from the Company, to reimburse the Company as per *Clause 31* of this Agreement.

27.5.3. If the Client has been introduced to the Company by any third party, the Client acknowledges and agrees that:

27.5.4. The Client might identify if they have been introduced to us from: (1) the fact that they were provided with a website link to follow in order to register, (2) that the Client is in constant communication with a party who is not an employee of the Company, and (3) they were informed with an email that upon their registration they were introduced by a third party.

27.5.5. The Company is a separate and independent Entity from such Introducing Partner, and the Company shall not be responsible or accountable or liable for the conduct, wrongdoing and/or representations of the Introducing Partner.

27.5.6. The Company is not bound by any documents signed between the Client and such Introducing Partner.

27.5.7. It is hereby agreed and understood that although the Company cooperates with the Introducing Partners, it is not possible for the Company to control the information, services, marketing material or representations made by the Introducing Partners and for this reason the Company is not bound by any representations, services, commitments, promises, assurances or guarantees made by the Introducing Partner to the Client, even if these appear to have been made on behalf of the Company and/or authorized by the Company or by any marketing or promotional material distributed by the Introducing Partner concerning the Company.

27.5.8. Relying on or using any information or representations or services or advertising/ marketing material provided by the Introducing Broker is at the Client's own risk and the Company SPECIFICALLY DISCLAIMS any liability.

27.5.9. The Client acknowledges and confirms that his Agreement or relationship with the Introducing Partner may result in additional Costs, since the Company may pay Commission Fees or Charges to the Introducing Partner. The Company does not have the obligation to ensure that the Client is aware of the existence of such Introducing Partner and the relevant costs and charges associated. The Client may know it as per the *Clause 27.5.1* above and/or may ask by an email to the Company support or back-office email.

27.6. The Client acknowledges and confirms that any relationship with the Introducing Partner may give rise to Conflict-of-interest issues which might be at the disadvantage of the Client. If the Client wishes to eliminate all the possibilities and chances of such conflicts of interest with the specific Introducing

Partner, the Clients shall immediately inform the Company and terminate any existing relationship with such Introducing Partner immediately, otherwise the Company shall not curry any responsibility or liability for the burden carried by the Client due to such relationship outside the present Agreement.

27.7. For the avoidance any doubt, it is hereby agreed and acknowledge that the Client will enter and execute this Agreement independently, and shall not be deemed, acting in concert with any other parties (including inter alia Introducing Partners, referring parties, service providers etc).

28. UNFAIR AND IMPROPER ACTIVITIES

28.1. The client understands, acknowledges and agrees to use our services in good faith and not to take unfair advantage of our services or are otherwise act in an unfair manner or abusive manner in respect of our systems, platforms or accounts. Such behaviour includes among others:

28.1.1. Using any electronic device, software, algorithm, or any dealing strategy that aims to manipulate or take unfair advantage of our Services.

28.1.2. Any arrangements with insiders of the Company or any dealing strategy that aims to manipulate or take unfair advantage of our Services;

28.1.3. Exploiting a fault, loophole or error in our software, system, the Platforms.

28.1.4. Collusion.

28.1.5. Using trading strategies designed to return profits by taking advantage of latencies in a Platform, delayed prices or through high volumes of Transactions opened and closed within an unusually short period of time as compared to the 'average' client and/or targeting tick fluctuations rather than movements reflecting the correct underlying prices; and

28.1.6. Performing abusive trading such as, but not limited to, Slipping, Scalping, Pip-Hunting, placing "buy stop" or "sell stop" orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds on the System or the Platform or the application of artificial intelligence on the Client Account or the System or the Platform and any market manipulation and/or market abuse.

28.1.7. Hedging which takes place when opening an opposite trade with the Company or another Supplier/Liquidity Provider by removing and/or reducing the market risk. Any activity which benefits the Client by removing all or any market risk is prohibited including among others hedging with Options, forward trading and opposite spot or CFD position to eliminate some or all the market risk.

28.1.8. Placing high volumes of pending or market Orders on the Client's account where the Client has insufficient funds in the Client's account to cover the margin required if those Orders were executed.

28.2. The Client hereby acknowledges and agrees that if the Company approves any trading manner/strategy/technique/method/behaviour, the Company does not wave its right to claim and/or enforce this Agreement in case of abusive trading manner.

28.3. If the client carries out any of the behaviour in *Clause 28.1* in respect of any Transaction, or we have reasonable grounds to believe the client has done so, it will constitute a breach of the Agreement and, in addition to our rights herein, we may without prior written notice:

28.3.1. terminate client's access to our servers.

28.3.2. amend the Transaction, so that it is as it would have been if the Order was executed in the absence of the improper behaviour.

28.3.3. enforce the Transaction against the client if it is a Transaction under which the Client has incurred a loss; and

28.3.4. treat the Transaction as void if it is a Transaction under which they client have secured a profit (and retain any such profit for our own account, subject to Applicable Law), unless and until the client produce conclusive evidence within 6 months of the Transaction being closed that the Client have not, in fact, carried out the relevant behaviour as per this clause.

28.4. We can exercise the rights in this clause even if the client has entered (or refrained from entering into) arrangements with third parties relating to the relevant Transaction and even if the client may suffer loss as a result.

28.5. If we exercise any of our rights under this clause, and if the client has received any monies from us in connection with any associated Transactions, the Client agrees that those monies are due and payable to us and shall be immediately return an equal sum to us.

28.6. This clause includes the rules and obligations relating to Insider Dealing Laws.

28.7. The Client agrees that any trading activity intended to take advantage of abnormal or non-standard market conditions, including but not limited to:

28.7.1. Weekend or holiday price gaps (significant difference between closing and opening prices),

28.7.2. High-impact economic data releases (e.g., employment reports, interest rate decisions),

28.7.3. Corporate earnings announcements,

28.7.4. Market halts, suspensions, or extreme volatility events,

28.7.5. Latency discrepancies, delayed quotes, or system errors,

28.8. shall be considered an Unfair Trading Practice, particularly when such activity involves:

28.8.1. Use of high leverage,

28.8.2. Use of bonus, credit, or promotional funds,

28.8.3. Systematic or repeated execution during illiquid or non-tradable periods.

28.9. The Company reserves the sole and absolute discretion to determine whether any trade or series of trades constitutes abuse under this clause. In such cases, the Company may, without prior notice:

28.9.1. Cancel or void the affected trade(s),

28.9.2. Deduct any profits (in full or in part) generated from such activity,

28.9.3. Remove or reverse any bonus, credit, or promotional benefit applied,

28.9.4. Restrict, suspend, or close the Client's account.

28.10. The Client acknowledges that no compensation will be provided for losses resulting from actions taken under this clause, and that monitoring market events is the Client's sole responsibility.

29. FORCE MAJEURE EVENTS

29.1. In case of any emergency or an exceptional market condition may prevent us from performing any or all of our obligations (a Force Majeure Event). Following the occurrence of a Force Majeure Event, we will take reasonable steps to inform the Client.

29.2. Force Majeure Events shall include any even or act that is beyond our control and we are not take any relevant actions in order to affect, prevent or mitigate it.

29.3. We will not be liable for any losses incurred as a result of any Force Majeure Event, including as a result of any interruption of power supply, electronic communication, information system or any event which prevents us from supplying information in one or more of the markets in which we would ordinarily

quote.

29.4. We will not be liable for any losses the client may suffer by reason of any action and/or omission in accordance with a Force Majeure Event.

29.5. If we determine that an open Transaction is subject to a Market Disruption Event, then we may, with or without notice to the client and without prejudice to any other rights and remedies we may otherwise have under the Agreement or at law:

29.5.1. suspend trading in the relevant market(s);

29.5.2. close any or all open Transactions (in whole or in part)

29.5.3. refuse to place any Transactions in the relevant market(s);

29.5.4. cancel any Orders and fill any Orders in each case at such price as we may consider in good faith to be appropriate in all the circumstances;

29.5.5. value the relevant Transactions at zero (0);

29.5.6. suspend or modify terms of the Agreement to the extent that it is impossible or not reasonably practicable for us to comply with them;

29.5.7. immediately require payment of any margin and/or any other amounts owed to us; or

29.5.8. take or omit to take all such other actions as we deem appropriate in the circumstances, and we will not be liable for any loss arising to the client for any reason, unless as a result of our negligence, willful default or fraud.

29.6. We will not be liable for any loss suffered as a result of the suspension or trading of any Underlying Market.

29.7. If an Underlying Market or related exchange becomes subject to a takeover or merger offer or enters into or becomes the subject of an Insolvency Event, we may close any or all Transactions at any time during the takeover, merger or insolvency process or to adjust the opening price of the Client's Transaction to reflect any cash portion of the offer or to amend the Size to reflect any corresponding underlying adjustment caused by the takeover, merger or Insolvency Event and/or to close the existing Transaction and reopen a new Transaction reflecting the new equity that is created by the takeover, merger or Insolvent Event.

29.8. If an equity or Underlying Market is suspended, we may increase the margin requirements to the extent considered by us to be fair and reasonable in the circumstances. If an Underlying Market remains suspended for more than four business days we may close the Transaction with reference to the last official price at the time of suspension.

30. PROHIBITED ACTIVITIES

The Client while using the Company' services and systems are prohibited from:

30.1. Not complying with the provision of the Agreement, the Supplements to the Agreement, legislation and other legal acts, including not limited to anti-money laundering and counter-terrorist financing acts.

30.2. Violating the rights of the Company and third parties to trademarks, copyrights, commercial secrets and other intellectual property rights;

30.3. Providing false, misleading or incorrect information to the Company; refusing to provide information or undertake other actions that are reasonably requested by the Company.

30.4. Executing or receiving transfers illegally acquired funds, if the Client is aware of or should be aware of it.

30.5. Using the services of the Company in a way which causes losses, responsibility or other negative legal consequences or damage to the business reputation of the Company or third persons.

30.6. Spreading computer viruses and undertaking other actions that could cause System malfunctions, information damage or destruction, and other damage to the System, equipment or information of the Company

30.7. Undertaking any other deliberate actions which could disturb the provision of the Company's services to the Client or third-parties or proper functioning of the System.

30.8. Having more than one Profile; registering a Profile in a fictitious or someone's else's names without power of attorney; registering a profile using the services of anonymous phone numbers or email addresses provided by other individuals.

30.9. Logging in to the system as an anonymous user (e.g. via a proxy servers).

30.10. Disclosing Passwords and other personalized safety features of the Client's account and allowing other persons to use Services under the name of the Client.

30.11. Acting in concert with any other third parties including but not limited, Introducing Partners, Affiliates, Referring parties, third-party providers etc.

31. REIMBURSEMENT

31.1. To the extent that the Client uses or has used the Trading Facility for commercial purposes and has placed orders, the Client shall, on demand reimburse, protect, and hold us harmless from and against all Company's Losses. This provision in *Clause 31* remains in effect even after the termination of these Terms.

31.2. The Client shall reimburse all direct damages, fines and other monetary sanctions applied to the Company due to no-observance or violation of the Agreement, including but not limited to *Clause 28* of the present Agreement due to fault of the Client.

31.3. Except as prohibited by Applicable Regulation, the Client undertakes and warrant that the Client will reimburse us, defend us, hold us harmless, and keep us indemnified on demand, in respect of all Loss that may be incurred by us as a direct or indirect result of:

31.3.1. The Client's trading activity and/or All Transactions pursuant to *Clause 30* of this Agreement.

31.3.2. Any breach, failure to observe or perform any provision of this Agreement (including for the avoidance of doubt the representations, warranties and covenants given by the Client under *Clause 19*) or in relation to any false information or declaration made either to us or any third party, in particular to any exchange.

31.3.3. The Client's use of the Client's own or a third-party trading strategy, algorithm, advice, trading service or resource, even if we authorize or facilitate such use; and

31.3.4. Any act or omission by any third party, including without limitation, Service Providers, Introducing Partners, Affiliates, Trading Agents or any person or entity that the Client cause to access the Client's Account.

31.3.5. Any breach, failure to observe or perform *Clauses 27.4, 27.5, 27.6* and *27.7* of this Agreement.

32. SUSPENSION OF SERVICES & SUSPENSION OF ACTIVITIES

32.1. The Company, at its own discretion, and taking into consideration a specific situation, giving preference to execution of legal acts applied to the activity of the Company and interest of the Client, has the right to unilaterally and without a prior notice apply one or several measures:

32.1.1. To suspend execution of one or several Payment Transfers.

32.1.2. To suspend the provision of all or part of services to the Client;

32.1.3. To limit the Clients access to the Profile.

32.1.4. To detain the Client's funds that are a matter of dispute;

32.1.5. To block the Account (i.e. Fully or partially suspend Payment transactions i.e. deposits and withdrawals and Trading activity in the account).

32.1.6. To refuse to provide services.

32.1.7. To return funds from the Client's account to the primary sender of funds (ie. Rejection of third-party deposits)

32.2. The measures indicated in *Clause 32.1.* of the Agreement may be applied only in the following exceptional cases:

32.2.1. If the Client essentially violates the Agreement or its Supplements or real threat of essential violation of the Agreement or its Supplements by the Client arises.

32.2.2. If the Client fails to complete the necessary identification procedures or submit information required by the Company or the Client provides information that does not conform to the requirements stipulated by the legislation or the Company or doubts concerning the veracity and authenticity of submitted documents arise to the Company, also it the Company has reasonable suspicion that the Client does not observe the requirements set in the present Agreement.

32.2.3. If due to further provision of services and activity of the Client, justified interests of third parties may be harmed.

32.2.4. If due to objectively justified fraudulent activities and/or suspected fraudulent activity arises.

32.2.5. If the Company receives substantiated information about the death of the Client or a natural person's bankruptcy case;

32.2.6. In cases specified by the applicable legislation

32.2.7. In other cases, state in the Agreement or is Supplements

32.3. The measures specified in *Clause 32.1.* of the Agreement, may be applied to the Client in the event that the Company has reasonable suspicion that the Client is engaged in fraudulent activities. The funds kept in the Client account(s) will be frozen and if the Client does not perform the necessary actions (complete an additional identification procedure, provide the requested documents) or provide a reasoned explanation of the specified case in time, the frozen funds may be returned to the client's bank account if the Company is satisfied with the abovementioned reasoning. This measure is also applied in cases where the Company has a law enforcement order to return the frozen funds to the primary payer.

32.4. In the event of a reasonable suspicion that money laundering, terrorist financing or other criminal activity is being executed through the Client's account and the Company's services and systems or any breach of the terms of this Agreement occurs, the Company has the right to partially or completely suspend the provision of the services and freeze the funds kept therein for a period of 30 (thirty) days with the right to extend it an unlimited number of times until the Company is satisfied that all charges and/or suspicions are wind down.

32.5. The Company is not liable for losses incurred by the Client due to suspension of service provision, blockage of the Account or other actions, if those actions have been performed in accordance with the procedures stated in the Agreement or its supplements and under circumstances on the basis specified in the mentioned documents.

33. TAXES

33.1. The Client hereby acknowledges and understands that the Company may collect any information as necessary in accordance with the applicable legislation so as to proceed with its reporting obligations to any competent authority as such may be deemed necessary.

33.2. It is The Client's sole responsibility to ensure that the Client's trading activities comply with the Client's local income tax regulations and any other applicable laws. We will never provide the Client with any tax advice and the Client should seek such third-party advice on tax as the Client deems necessary. All the Client's profits realized through the investments with us are inclusive all tax.

33.3. The Client understands, acknowledges and agrees that any profit or any funds withdrawn from us and send by us to the Client are deemed to be inclusive of all applicable taxes, including any applicable value added taxes.

33.4. If any tax (value added, withholding or otherwise) is payable on any amount of funds send by us to the Client, such amount of tax will be for the Client's own account and will not be payable by the Company. However, if the Company determines or is notified that applicable law requires it to deduct or withhold for or on account of any tax in respect of any such payment to the Client, then we will pay to the relevant authorities the full amount required to be so deducted or withheld and the amount payable to the Client will be reduced accordingly.

33.5. If we determine or are notified that applicable law requires the Company to deduct or withhold, or it is otherwise liable, for or on account of any tax (including any applicable value added tax, income tax, etc.) in respect of any payment already made to the Client, then the Client shall indemnify and hold harmless the Company in respect of any such tax payment.

33.6. We may at any time deduct, without notice or recourse to the Client, any monies deposited in or credited to the Client's account in error by us or on our behalf.

34. GOVERNING LANGUAGE

This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions in English shall prevail.

35. GOVERNING LAW AND JURISDICTION

This Agreement and all transactional relations between the client and the Company are governed by the Laws of Vanuatu and the competent court for the settlement of any dispute which may arise between them under or in relation to this agreement shall be the Courts of Vanuatu.

FS International Limited - Law Partners House, Kumul Highway, Port Vila, Vanuatu

support@fxglobe.com

www.fxglobe.com