CLIENT AGREEMENT – NPE MARKET

DRAFTED VERSION

1. Introduction and Parties to the Agreement

This Client Agreement (the **"Agreement"**) governs the legal and commercial relationship between **NPE Market Limited**, a company registered under the laws of **Saint Lucia** with registration number **2024-00497**, having its registered office at **Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros Islet, Saint Lucia**, and its operational office located at **24th Floor, The One Tower, Barsha Heights, P.O. Box 390114, Dubai, United Arab Emirates** (hereinafter referred to as the **"Company"**, **"we"**, or **"us"**), and any individual or legal entity that opens an account and receives trading services from the Company (hereinafter referred to as the **"Client"**, **"you"**, or **"your"**).

This Agreement forms a legally binding contract and applies to all products, services, accounts, and transactions offered by the Company. By opening an account, submitting required verification documents, depositing funds, accessing the trading platform, or placing any transaction, the Client **acknowledges, confirms, and agrees** to be bound by the terms set forth herein.

To clarify the nature and effect of this Agreement:

1. This Agreement is entered into on an **execution-only basis**.
2. The Company does **not** provide investment advice or recommendations.
3. The Agreement shall become effective only upon the completion of all required identity verification procedures (KYC) to the satisfaction of the Company and the subsequent activation of the Client's Trading Account.
4. The Client is solely responsible for all transaction decisions.
5. This Agreement constitutes a continuing contractual framework that governs all present and future transactions, dealings, and operations executed by the Client with the Company. Accordingly, once activated, the Agreement shall remain in full force and effect until formally terminated by either Party in accordance with the applicable termination provisions.
6. The English version of this Agreement prevails over any translation.
7. The Client acknowledges and agrees that this Agreement is not subject to cancellation based on it being concluded at a distance or by electronic means. No cooling-off period applies, and upon acceptance, the Agreement becomes legally binding on the Client.

2. Scope of Services and Nature of Trading

The Company provides the Client with access to electronic trading platforms, including but not limited to MetaTrader 5 (MT5), for the purpose of executing Contracts for Difference (CFDs) on foreign exchange currency pairs, commodities, indices, precious metals, and other financial instruments offered by the Company.

The trading services offered by the Company are provided over-the-counter ("OTC"), meaning transactions are executed directly between the Client and the Company, and are not conducted on a regulated securities exchange or central clearing venue.

2.1. Nature of CFD Transactions

A Contract for Difference ("CFD") is a financial derivative that enables the Client to speculate on the price movement of an underlying financial asset without acquiring ownership, possession, or any enforceable rights to the asset.

The Client understands and agrees that:

1. CFDs are leveraged instruments. The margin deposited represents only a portion of the transaction value.
2. Leverage amplifies both profits and losses, and adverse price movement may lead to rapid and significant equity reduction.
3. The value of a CFD position is determined by the difference between the opening price and the closing price of the transaction.
4. The Client does not acquire shareholder rights, entitlement to dividends, delivery of commodities, or settlement in physical currency or futures contracts.

CFDs are speculative and high-risk, and may not be suitable for all investors. The Client represents that they fully understand the risks associated with leveraged trading.

2.2. Pricing and Liquidity Construction

The Client acknowledges that pricing of CFD instruments is derived from the Company's liquidity aggregation and pricing architecture, which integrates executable price feeds from multiple external liquidity providers, institutional venues, and electronic market-makers. Pricing is formatted, filtered, and displayed through the Company's trading systems.

To ensure transparency:

1. The Company constructs tradable prices using aggregated bid/ask data from its liquidity sources.

2. The Company may apply mark-ups, mark-downs, and execution adjustments to reflect liquidity conditions, volatility, and risk exposure.
3. The pricing displayed on the trading platform may differ from prices available on other brokers, exchanges, or market data vendors.
4. There is no single universal price for any OTC CFD instrument, and the Company is not obligated to match external pricing.

The Client expressly accepts that the Company's pricing is the official and binding price for the purpose of all trade execution, margin valuation, and account equity calculation.

2.3. Execution Model and Role of the Company

The Client acknowledges that the Company operates a Hybrid A-Book / B-Book execution framework. This means the Company may:

- Internalize Client trades and act directly as the counterparty (B-Book), and/or
- Transmit trades to external liquidity providers for execution (A-Book).

The determination of execution routing is made solely by the Company, based on liquidity conditions, market depth, volatility, trade size, risk analysis, historical Client trading behavior, and the Company's internal risk management policies.

The following principles apply:

1. The Company is the principal to every CFD transaction executed under this Agreement.
2. The Client does not have the right to request or enforce execution through any specific liquidity provider.
3. The Company is not required to disclose its hedging, external execution counterparties, risk decisions, or internal trade routing logic.
4. The Company may hedge or may choose not to hedge Client trades.

The Client's contractual relationship is exclusively with the Company, not with any underlying liquidity source.

2.4. Execution Quality, Slippage and Latency

The Client understands and accepts that:

1. Slippage may occur, favourable or unfavourable, depending on market conditions.
2. Orders are executed at the best available price at the time of execution, which may differ from the requested price.
3. During periods of high volatility or low liquidity, spreads may widen, price updates may accelerate, and execution may be delayed.

4. Such outcomes are normal and expected in OTC derivative markets and do not constitute improper execution, system failure, or breach of duty by the Company.

2.5 Services Provision and Trading Conditions

1. The Company provides the Client with access to trade the financial instruments that are listed on the Company's Website, which may include, but are not limited to: Foreign Exchange (Forex), Contracts for Difference (CFDs), Commodities, Precious Metals, Indices, and Crypto assets.

2. Any market commentary, research information, analysis, news or educational content made available by the Company is provided for informational purposes only and shall not constitute investment advice, investment recommendation, or solicitation to engage in any trading activity. The Company does not guarantee the accuracy or completeness of such information and shall not be held liable for any losses incurred as a result of reliance on such content.

3. The Company is not obligated to assess the suitability or appropriateness of the trading services or financial products offered to the Client. The Client confirms that they understand the risks associated with leveraged trading and are solely responsible for evaluating their own risk tolerance and making independent trading decisions.

4. The Company reserves the right, at its sole discretion, to delay, restrict, suspend, or refuse the provision of services or execution of orders during abnormal market conditions, technical disruptions, system outages, or events that may impact fair and orderly execution.

5. Execution of orders may vary depending on market liquidity, platform performance, volatility levels, and overall market conditions. The Company further reserves the right to adjust leverage levels, margin requirements, and other trading parameters without prior notice, particularly during periods of high market volatility, significant economic announcements, weekends, market gaps, and extraordinary market events, to ensure proper risk management and stable trading environments.

3. Definitions and Interpretation

For the purposes of this Agreement, the following terms shall have the meanings set out below. Terms used in the singular include the plural and vice versa, and headings are for convenience only and do not affect interpretation.

3.1. "Account"
Means the trading account held by the Client with the Company for the purpose of trading CFDs and performing deposit, withdrawal, and account management operations.

3.2. "Agreement"
Means this Client Agreement together with all Operative Documents referenced herein, as amended from time to time.

3.3. "Applicable Law"
Means any statute, regulation, directive, rule, order, court decision, regulatory guidance, or supervisory requirement that applies to the Company's operations.

3.4. "Ask Price"
Means the price at which the Client can buy a CFD instrument from the Company.

3.5. "Bid Price"
Means the price at which the Client can sell a CFD instrument to the Company.

3.6. "CFD (Contract for Difference)"
Means a derivative contract where the Client and the Company agree to exchange the difference in value between the opening and closing price of the position, without ownership of the underlying asset.

3.7. "Client Money"
Means funds deposited by the Client and held by the Company for the purpose of margin, trading, settlement, and withdrawal, subject to operational, liquidity, and banking risk.

3.8. "Company"
Means NPE Market Limited, as described in Section 1 of this Agreement.

3.9. "Equity"
Means the real-time value of the Client's Account calculated as:
Equity = Account Balance ± Floating Profit/Loss.

3.10. "Execution-Only Basis"
Means that the Company does not provide advice or recommendation, and the Client independently makes all trading decisions.

3.11. "Floating Profit/Loss"
Means the unrealized profit or loss on open CFD positions.

3.12. "Free Margin"
Means the amount of Equity available to open new positions, calculated as:
Free Margin = Equity – Margin Used.

3.13. "Leverage"
Means the ratio that determines the required margin relative to the exposure of a CFD position.

3.14. "Margin"
Means the required amount of funds needed to open and maintain CFD positions.

3.15. "Margin Call"
Means a notification to the Client indicating that Equity has fallen to a level where additional funds are required to avoid liquidation of open positions.

3.16. "Stop Out Level"
Means the Equity level at which the Company may automatically close some or all open positions without notice.

3.17. "Platform"
Means MetaTrader 5 (MT5) or any other electronic trading system provided by the Company for entering, viewing, and closing transactions.

3.18. "Spread"
Means the difference between the Ask Price and the Bid Price quoted by the Company.

3.19. "Stop Loss / Take Profit Order"
Means conditional orders intended to close a position once price reaches a predefined level, subject to availability of executable price and market conditions.

3.20. "Slippage"
Means the difference between the expected price and the executed price due to market movement, liquidity depth, volatility, or technical delay.

3.21. "Prohibited Trading Activity"
Means any activity that manipulates, exploits, disrupts, or unfairly abuses the Company's

pricing, execution system, bonuses, latency, or liquidity feeds; specific rules are detailed in Section 10.

4. Account Opening, Verification and Eligibility

4.1. Account Application and Onboarding

In order to open a trading account with the Company, the Client must complete the online registration process, provide accurate personal information, and submit all documents requested by the Company as part of its identity verification and due diligence procedures. The Company may require additional information at any time to complete or re-confirm the Client's identity, residence, financial profile, trading experience, risk understanding, or other relevant suitability factors.

4.2. KYC and Identity Verification Requirements
The Company conducts verification procedures ("**Know Your Customer**" or **KYC**) in accordance with its internal policies and Applicable Law relating to anti-money laundering, counter-terrorism financing, fraud prevention, and financial crime controls.
The Client must provide, without limitation:

1. Valid proof of identity (e.g., passport or national identity card).
2. Valid proof of residential address (e.g., utility bill or bank statement).
3. Any additional information or documentation the Company deems necessary to verify identity or location, including selfie verification, biometric confirmation, or video verification.
4. A Trading Account shall be deemed active and operational only upon formal confirmation issued by the Company. Mere submission of the application or registration on the platform does not constitute account activation.
5. The Client acknowledges and agrees that the Trading Account shall not be considered active, nor shall the Client be entitled to access trading services, until the Company and/or the appointed verification service provider (including but not limited to Sumsub Platform) has reviewed and approved all required identification and corporate documentation. The Client shall not claim or imply that the account was active prior to such confirmation.

Failure to complete KYC satisfactorily may result in the account not being opened**,** being suspended**, or** being permanently closed**.**

4.3. Enhanced Due Diligence (EDD), Source of Funds and Source of Wealth
The Company reserves the right to request evidence regarding the origin of the Client's funds **and** overall financial capacity**.** This may include, without limitation:

- Bank account statements
- Employment or income verification
- Invoices, contracts, or financial statements
- Corporate ownership documents (for business accounts)

Where the Company reasonably determines that funds may be associated with unlawful, suspicious, unverified, or high-risk activity, the Company may:

- Delay or refuse deposits or withdrawals
- Freeze or place limitations on the account
- Terminate the Client relationship
- Report the activity to relevant authorities

The Client irrevocably agrees that the Company may take such actions without any obligation to disclose the results, methods, or sources of its compliance review.

4.4. **Politically Exposed Persons (PEPs) and Restricted Persons**
The Client must disclose if they or any beneficial owner is a Politically Exposed Person, a close associate of a PEP, or a family member of a PEP.
The Company may refuse to open or continue servicing accounts linked to:

- PEP high-risk classifications
- Persons subject to sanctions
- Persons from jurisdictions subject to international restrictions
- Persons with unclear or unverifiable identity or fund sources

4.5. **Residency and Jurisdiction Restrictions**
The Company does not provide services to residents of certain countries where CFD trading is restricted, prohibited, unsupervised, or presents elevated compliance risk. The list of restricted jurisdictions is determined solely by the Company and may be updated without notice.
The Client is solely responsible for ensuring that they are legally permitted to use the Company's services in their country of residence.

4.6. **Corporate and Institutional Accounts**
Where the Client is a legal entity, the Company may require:

- Certificate of Incorporation / Company Registration Extract
- Memorandum and Articles of Association
- Register of Directors and Shareholders
- Proof of business address and active operations
- Identification and verification of all ultimate beneficial owners ("UBOs")

For Corporate (Business) Clients, activation of the Trading Account shall occur only upon the Company's receipt of a duly completed and signed Corporate Trading Account Application Form, the Client's full acceptance of all applicable Agreements, Policies, and Terms published by the Company, and the successful completion of all corporate due diligence and verification procedures (KYC/KYB) to the Company's satisfaction.

The Company may refuse to open accounts for shell entities, nominee ownership structures, bearer-share entities, or high-risk business categories.

4.7. **Right to Decline or Terminate the Client Relationship**
The Company retains full discretion to refuse an account application, suspend account activity, request additional documents, impose transaction limits, or terminate this Agreement **at any time**, where it considers such action necessary to comply with its regulatory, legal, or risk management obligations.
The Company is not required to provide the Client with a reason for such refusal or termination.

4.8. **Accuracy of Information Provided by the Client**
The Client must ensure that all information provided during onboarding and throughout the business relationship is accurate, complete, and up to date**.**
The Client must notify the Company immediately of any change in:

- Personal or contact information
- Residential or business address
- Banking arrangements
- Ownership structure (for corporate accounts)

Failure to maintain accurate information may result in account suspension or closure.

5. Client Money, Safeguarding and Fund Handling

5.1. **Segregation and Holding of Client Money**
Funds deposited by the Client are held by the Company in one or more accounts with financial institutions, payment service providers, or liquidity-related banking partners, in accordance with the Company's internal safeguarding standards. Client funds may be held in omnibus (pooled) accounts, alongside funds of other clients. The Client acknowledges that omnibus holding is a standard practice in OTC derivatives trading, and that individual allocation of specific funds to a specific Client account is not maintained on a segregated bank ledger level, but on the Company's internal accounting records.

The Company may place Client funds in segregated or pooled (omnibus) accounts; however, any interest, income, or yield generated from the use or placement of such funds shall be retained solely by the Company, and the Client hereby expressly waives any claim to such amounts.

5.2. **No Custodian or Trustee Relationship**
The Client acknowledges that the Company is not a deposit-taking financial institution and does not act as a trustee, custodian, or fiduciary with respect to Client Money. The relationship between the Client and the Company is that of creditor and debtor. Upon deposit, the Client grants the Company the right to hold, transfer, and manage funds for the purposes of margining, settlement, hedging, withdrawal processing, and operational liquidity.

5.3. **Banking Counterparty and Intermediary Risk**
Funds may be held with international banks, payment processors, correspondent banks, or liquidity settlement venues located in or outside Saint Lucia.
The Client acknowledges and accepts that:

- The financial institutions used by the Company may not be regulated in the Client's jurisdiction.
- The Company has no control over the performance, solvency, timing, or operational capacity of such institutions.
- In the event of insolvency, regulatory seizure, operational failure, or force majeure affecting a banking partner, the Company shall not be liable for any resulting loss, delay, or unavailability of funds.

The Company will exercise reasonable care in selecting banking partners but does not guarantee their performance.

In the event of insolvency, operational failure, technical outage, regulatory action, or force majeure affecting any financial institution, correspondent bank, or payment provider holding Client Money, the Client acknowledges that the Company shall not be liable for any loss,

unavailability, delay, or partial recovery of funds, and the Client may only have an unsecured claim against such institution.

5.4. **Payment Processing and Withdrawal Handling**
Deposits and withdrawals may be processed through third-party payment providers**.** The Company does not guarantee processing times, settlement speeds, or availability of specific payment channels. Withdrawal requests are processed only to payment methods in the Client's own name, and the Company may request additional documents to verify account ownership or the legitimacy of funds.
If the Client submits a withdrawal request without having engaged in trading activity following the most recent deposit, the Company reserves the right to charge a processing or administrative fee, typically ranging between 3% and 6% of the withdrawal amount, depending on the payment channel used.

5.5. **Funds Used as Margin and Exposure Collateral**
Upon opening trading positions, the Client's funds form part of the margin collateral securing open CFD positions. Once funds are used as margin, they are considered exposed to market risk**,** and losses may reduce the Client's balance.

5.6. **Right to Refuse, Delay, or Review Transactions**
The Company may, at its discretion and without obligation to provide justification:

- Delay the execution of deposits or withdrawals
- Request additional verification documents
- Freeze or restrict account access
- Decline or reverse a transaction

where it has reasonable grounds to believe that:

- Funds are linked to fraud, financial crime, evasion, or sanctions breaches
- The transaction originates from or is destined to a high-risk jurisdiction
- The identity or account ownership cannot be verified
- The withdrawal request would result in account insolvency or breach of margin obligations

5.7. **Set-Off Rights and Outstanding Obligations**
The Company may set-off, deduct, or net any fees, negative balances, or owed amounts from the Client's Account. If a client account enters a negative balance, the Client remains liable for full repayment unless the Company's Negative Balance Protection policy explicitly applies.

Negative Balance Protection applies only where explicitly provided in the Company's product offering and policies. Where Negative Balance Protection does not apply (including but not

limited to certain Professional accounts and high-risk strategies), the Client remains fully liable for any resulting negative balance and agrees to repay such amounts upon demand.

5.8. **Dormant and Inactive Account Balances**
If no activity occurs in the Client account for a continuous period specified in the Company's policies, the account may be classified as **Dormant**, and maintenance or administrative fees may apply. If the balance is negligible and unclaimed over a legally permitted timeframe, the Company may transfer the remaining funds to a charitable or administrative allocation at its discretion.

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5.9. Title Transfer Collateral Arrangement

If the Client is classified as a Professional Client or Eligible Counterparty, the Company may treat all or part of the Client's funds as collateral transferred to the Company for the purpose of securing present or future trading obligations. Under this Title Transfer Collateral Arrangement (TTCA):

- Such funds may not be treated as Client Money under safeguarding rules,
- May not be held in segregated accounts, and
- In the event of Company insolvency, the Client will rank as an unsecured creditor for the value of such collateral.

The Client agrees that they must not deposit funds under Professional classification unless they understand and accept the reduced level of protection described in this section.

6. Deposits, Withdrawals, Fees and Transaction Costs

6.1. **Deposits**
The Client may deposit funds from the account or wallet that titled by their name into their Account using any method permitted and made available by the Company at the time of the deposit. The Company may update, add, limit, suspend, or remove deposit methods at any time without prior notice, taking into consideration payment system availability, regulatory obligations, risk controls, and liquidity management requirements.

Deposits are credited to the Client's Account only after the Company, in its sole discretion, is satisfied regarding the legitimacy, origin, and ownership of the funds. The Company may request additional documents before crediting or releasing any deposit.
The Client acknowledges that deposit processing times may vary, and delays may occur due to intermediary bank handling, payment channel verification, system maintenance, or regulatory screening.

6.2. **Withdrawals**
The Client may request the withdrawal of funds that are not being used to cover current margin obligations, provided that:

- The withdrawal is made to a payment method registered in the Client's name**.**
- The Client has submitted all required KYC/AML/EDD documents and passed verification.
- The Company is satisfied regarding the legitimacy of the withdrawal request and the destination of funds**.**

If a withdrawal request is submitted while there are open trades, the Company may decline or reduce the withdrawal if completing it would place the Account at risk of margin deficiency or liquidation.

6.3. **Withdrawal Processing Time**
The Company aims to process withdrawal requests within a reasonable timeframe In general 24 business hours, all withdrawal requests are reviewed exclusively during the official operating hours of the Finance Department and the Account Management Team. These hours are Monday through Friday from 09:00 to 17:00, and on weekends (Sunday and Monday) from 09:00 to 14:00. It is hereby clarified that any withdrawal request submitted outside these official hours will automatically be processed on the next business day during operational hours. The involvement of the Technical Department and the Risk Management Unit in verifying transactions may extend the processing time of withdrawal requests.

However, the Client acknowledges that:

- Withdrawal processing time is **not guaranteed**.
- Additional compliance or banking reviews may extend processing time.
- Intermediary banks, payment processors, or correspondent institutions may impose delays outside the Company's control.
- The originating wallet and the destination wallet must be identical. In accordance with anti-money-laundering (AML) regulations, all deposits and withdrawals must be made through the same payment source, and the wallet used must be registered under the client's own name.
- A client who has made a deposit but has not executed any trades shall not be permitted to submit a withdrawal request. In order to become eligible for withdrawal, the client must complete a minimum trading volume of **0.05 lots**. Only after this trading requirement has been fulfilled will the withdrawal request be accepted for processing.

6.4. **Right to Request Additional Documentation**
For any deposit or withdrawal transaction — irrespective of amount — the Company may require:

- Proof of payment method ownership
- Bank statements or payment account history
- Source of Funds / Source of Wealth documentation
- Additional identity or location verification

If the Client does not fully comply, the Company may **freeze, suspend, or terminate** the Account and report the activity to relevant authorities if required under Applicable Law.

6.5. **Transaction Fees and Charges**
The Client acknowledges that:

- Banking institutions, payment systems, and intermediaries may charge fees.
- The Company may pass through such fees or reflect them in exchange rates or settlement amounts.
- The Company is not obligated to cover or reimburse any third-party payment costs.

6.6. **No Cash or Third-Party Payments**
The Company does not accept or process:

- Cash deposits
- Deposits made by third parties on behalf of the Client
- Withdrawals to third party accounts

Any such attempt may result in account suspension and regulatory reporting.

6.7. **Reversals, Chargebacks, and Disputes**

If the Client initiates a chargeback, payment dispute, recall request, or reversal, the Company reserves the right to:

- Immediately suspend all trading and withdrawal activity
- Reverse profits derived from disputed or unverified funds
- Recover any negative balance or losses resulting from the payment dispute
- Report the activity to relevant financial institutions, PSP risk networks, and compliance authorities

The Client agrees not to dispute transactions without legitimate basis and acknowledges that improper chargebacks constitute breach of contract and may be pursued as fraudulent conduct under Applicable Law**.**

6.8 Internal Transfers Between Accounts

6.8.1 The Client may perform internal transfers between their own Trading Accounts held under the same Client Profile without requiring prior approval from the Company, provided that such transfers comply with the Company's risk management and operational rules.

6.8.2 In cases where an Account is subject to specific restrictions, including but not limited to tournament accounts, promotional bonus accounts, gifted balance accounts, or award-based accounts, the Client must obtain confirmation from their Account Manager before initiating any transfer.

6.8.3 If the Client transfers or attempts to transfer bonus funds, promotional credits, tournament prize balances, or any non-withdrawable credit into another Trading or Wallet Account without meeting the required trading conditions, the Company reserves the right to reverse the transfer, suspend or terminate the Client's Trading Account(s), and cancel any associated profits derived from such funds.

6.9 Payment Channels, Fees and Withdrawal Conditions

6.9.1 Fees may be charged on deposits or withdrawals depending on the payment method, region, intermediary banking channels, or blockchain network fees, particularly in relation to USDT-based transfers (including but not limited to USDT TRC20, USDT BEP20, and USDT ERC20). The Client acknowledges that blockchain network fees fluctuate and are outside the Company's control.

6.9.2 Where the Client requests a withdrawal from the Trading Account without any trading activity following the deposit, or where trading activity is considered insufficient, the Company reserves the right to charge a withdrawal processing fee equal to the actual transaction and handling costs incurred by the Company.

7. Trading Terms and Order Execution

7.1. **Order Placement and Platform Usage**

All trading transactions are initiated by the Client through the electronic trading platform provided by the Company, including MetaTrader 5 (MT5). The platform serves as the Client's primary interface for placing, modifying, and closing CFD positions. The Client acknowledges that the platform merely provides access to trade execution, and that execution outcomes depend on market conditions, liquidity availability, and the Company's pricing and routing infrastructure.

7.2. **Price Feed Construction and Tick Data Processing**

Prices displayed on the platform are derived from the Company's multi-source liquidity aggregation system, which receives continuous bid/ask quotes from external liquidity providers, prime broker feeds, and electronic market-making entities. Incoming price ticks may undergo:

- Data normalization
- Spread or risk adjustment
- Latency compensation processing
- Filtering of non-executable or stale quotes

The Company publishes only executable pricing, meaning that each displayed price is a live tradable quote subject to liquidity depth and size availability.

7.3. **Execution Routing and Order Matching Logic**

Upon receipt of an order, the Company determines the execution path based on internal risk models, liquidity availability, and market conditions. The Client acknowledges and agrees that:

1. The Company may internalize the trade (act as counterparty), or
2. The Company may route the trade to its liquidity providers for execution, or
3. The Company may execute the trade through a liquidity aggregation engine, splitting or combining liquidity streams were beneficial.

The Client has no right to request a particular execution venue, routing method, or liquidity provider.

7.4. **Market Orders and Slippage Behavior**
A market order is executed at the best available price at the time the order reaches the execution system.
The Client acknowledges that:

- Rapid price fluctuations may cause the executed price to differ from the requested price.
- Slippage may occur in either direction (positive or negative).
- Slippage is a normal feature of financial markets and does not constitute improper execution, platform malfunction, or breach of duty.

7.5. **Pending Orders (Limit, Stop, Stop-Loss, Take-Profit)**

Pending orders are executed only when the quoted price reaches or passes the order's trigger level.
The Client acknowledges that execution may not occur at the exact trigger price, but rather at the next available executable price, particularly during:

- High volatility periods
- Gaps, news releases, or market openings
- Low liquidity trading sessions

Stop Loss and Take Profit orders are not guaranteed**.**

7.6. **Spread Dynamics and Market Conditions**

Spreads are variable and may widen or contract depending on:

- Underlying market liquidity
- News or macroeconomic events
- Venue liquidity fragmentation
- Time-of-day (e.g., rollover or session close)

- Volatility shock or market discontinuity

The Client acknowledges that spread widening may result in position liquidation if Equity falls below the Stop Out Level.

7.7. **Platform Availability and Execution Timing**

The Company endeavours to maintain platform availability and execution continuity. However, the Client acknowledges that delays or interruptions may occur due to:

- Network conditions outside Company control
- High-volume periods affecting liquidity
- Internet or data routing issues
- Hardware, software, or connectivity failures

Such events do not void trades nor constitute basis for compensation.

7.8. **No Guaranteed Execution or Profitability**

The Company does not guarantee:

- Immediate execution
- Execution at the requested price
- Profitability of trades
- Protection from losses beyond margin

Trading CFDs is a high-risk activity**,** and the Client bears all resulting financial outcomes.

7.9 Capacity and Responsibility of the Client

The Client acknowledges and agrees that:

- The Client acknowledges and agrees that they enter all Transactions with the Company as Principal**,** meaning they act on their own behalf and not as an agent or representative of any third party. Accordingly, the Client shall be fully and solely responsible for all obligations and liabilities arising from their trading activity.
- The Company shall not recognize any other person's interest in the Client's Trading Account, regardless of whether the Client has disclosed such interest or whether such person claims rights to funds or positions in the Account, unless the Company has provided its prior express written consent.
- If the Client authorizes any individual or third party (including, but not limited to, an account manager, signal provider, or IB) to place orders or act on their behalf, such authorization shall be deemed valid and binding. The Client remains solely responsible for

all instructions, orders, Transactions, or actions taken through their Trading Account until written notice of revocation of such authorization is received and acknowledged by the Company.

- The Company is entitled to rely on and act upon any instruction transmitted through the Client's Access Credentials (including login, password, API keys, or Trading Platform access tokens) without any obligation to further verify the identity, authority, or authenticity of the person giving such instructions. Any action performed using the Client's Access Credentials shall be considered as duly authorized by the Client.
- In the event the Client wishes to terminate any authorization previously granted to a third party, the Client must notify the Company in writing. The termination shall become effective only upon the Company's confirmation. Until such confirmation is issued, all previously granted authorizations remain valid.
- The Client is solely responsible for maintaining the confidentiality and security of their Access Credentials. The Company shall bear no liability for any losses arising from unauthorized or improper access to the Trading Account resulting from the Client's negligence, disclosure, or failure to protect such credentials.

7.10 Providing Quotes and Pricing Conditions

7.10.1 The Company provides the Client with tradable price quotations ("Quotes") for all financial instruments available on its trading platforms. Quotes are derived from liquidity providers, pricing aggregators, market data sources, and internal pricing models. The Client acknowledges that the pricing environment in over-the-counter (OTC) products may differ from exchange-traded pricing.

7.10.2 The Company may, at its sole discretion, permit or restrict order execution outside standard market trading hours. The Company is under no obligation to provide pricing or order execution during such periods, and trading conditions may differ, including wider spreads and increased slippage.

7.10.3 The Client is responsible for monitoring trading hours, trading session breaks, market holidays, instrument-specific availability, and schedule changes, as published on the Company's Website or displayed within the trading platform. The Company shall not be liable for losses arising from the Client's failure to monitor such schedules.

7.10.4 The Company reserves the right to modify spreads without prior notice, particularly during periods of:

- Low liquidity,
- High volatility,
- Major economic announcements,
- Market open/close transitions,

- Extraordinary or abnormal market conditions.

Spread widening is a normal characteristic of OTC trading and does not constitute improper pricing or malfunction of the trading platform.

7.10.5 The Client acknowledges that chart prices may display only the Bid price, and execution pricing is dependent on the Bid/Ask spread. Accordingly:

- **Buy (Long) positions are opened and closed at the Ask price.**
- **Sell (Short) positions are opened and closed at the Bid price.**

7.10.6 **Stop Loss and Take Profit activation rules:**

- **For Buy (Long) positions:** Stop Loss and Take Profit are triggered by the **Bid** price.
- **For Sell (Short) positions:** Stop Loss and Take Profit are triggered by the **Ask** price.

The Client acknowledges that differences between Bid and Ask pricing may result in Stop Loss or Take Profit activation even when such price level is not visible on the chart.

7.10.7 The Client understands and accepts that slippage may occur during Market Orders, Pending Orders, Stop Loss, and Take Profit execution, particularly during fast market movement. Slippage may be positive or negative, and orders shall be executed at the best available price at the time they reach the execution venue.

7.10.8 Market data and pricing information provided by the Company is for the Client's personal trading use only and may not be copied, transmitted, distributed, or disclosed to any third party without the Company's prior written consent.

7.11 Client's Requests and Instructions

7.11.1 The Company shall execute Client Orders strictly in accordance with the pricing, execution conditions, and order-processing rules applicable on the Trading Platform at the time the Order is received. The Client acknowledges that all Orders are subject to market conditions, liquidity availability, and margin sufficiency at the time of execution.

7.11.2 The Company may, at its sole discretion, decline, suspend, or delay the processing of any Order if one or more of the following conditions apply:
a) The quoted price was indicative, stale, manifestly erroneous, or no longer available;
b) The Client does not have sufficient Free Margin to support the Order;
c) The Order is placed during market closure, trading suspension, abnormal volatility, or technical interruption;
d) The Company suspects fraud, abuse, scalping behaviour intended to exploit system latency,

money laundering, or any prohibited trading activity;

e) A Force Majeure or system failure occurs which prevents timely execution.

7.11.3 Execution prices may differ from prices displayed on charts, due to differences between Bid and Ask pricing, spread fluctuations, execution queue time, and available market liquidity. The Client understands that slippage may occur during periods of volatility and accepts that Orders may be executed at the next best available market price.

7.11.4 For Orders with a size that exceeds Normal Market Volume, the Company may:

a) Fully execute the Order at multiple price levels (partial fills), or

b) Execute the Order only partially, or

c) Decline execution entirely,

in accordance with liquidity conditions in the underlying market. The Company shall not be held liable for any losses arising from such conditions.

7.11.5 The Client acknowledges that chart prices reflect Bid prices only. Buy Orders and Buy-related Stop Loss/Take Profit levels are executed based on the Ask price, while Sell Orders and Sell-related Stop Loss/Take Profit levels are executed based on the Bid price. The fact that a chart price reached a level does not guarantee execution if the corresponding Bid/Ask level has not been met.

7.11.6 The Company reserves the right to remove, cancel, or archive Pending Orders that remain inactive, expired, or untriggered for a prolonged period, in accordance with system performance and data management requirements. The Client will not have a claim for compensation as a result of such removal.

7.11.7 The Company may, for operational efficiency, archive trading history records older than one (1) month in the Trading Platform interface. Such records shall remain accessible to the Client in downloadable form through the Client Portal for no less than the minimum period required under applicable regulatory data retention laws.

7.11.8 The Client is solely responsible for the security and confidentiality of their Access Credentials. Any instruction or Order submitted through the Client's Trading Account shall be deemed valid and legally binding, regardless of whether the Client personally performed the action.

7.12 Platform Use and Operational Integrity

The Client acknowledges that the Trading Platform provided by the Company is offered on an **"as is" and "as available"** basis. The Company shall take reasonable measures to maintain the functionality of the platform but **does not guarantee** uninterrupted operation, execution speed, or constant data availability. The Client is solely responsible for ensuring stable internet connection, functioning devices, and proper system configuration required to access and operate the Platform.

7.13 Protection of Access Credentials

The Client is solely responsible for maintaining the **confidentiality and security** of all login details, passwords, authentication factors, and account access credentials. The Company shall not be held liable for any loss, damage, or unauthorized trading activity resulting from the Client's disclosure, sharing, or mishandling of such credentials, including but not limited to allowing IBs, signal providers, third-party traders, acquaintances, or online groups to access the Trading Account.

7.14 Market Data and Indicative Pricing

The Client acknowledges that market data, price quotations, and chart displays on the Trading Platform are **indicative** and may reflect **Bid prices only**, while order execution may occur at **Ask or Bid** prices depending on the nature of the transaction. Due to liquidity variations, volatility, slippage, and execution depth, **the displayed price may differ** from the actual execution price. Such differences are inherent to OTC and leveraged trading and shall **not** constitute grounds for dispute or compensation.

7.15 Client Monitoring Responsibility

The Client is required to **actively monitor the Trading Account** and manage open positions at all times. The Company does **not** provide account management, portfolio monitoring, trade supervision, or any form of discretionary or advisory trading services. All decisions to open, modify, or close positions are made **solely at the Client's discretion and risk**.

7.16 Prohibition of Unauthorized or Abusive Practices

The Client shall not engage in any form of **system abuse, platform manipulation, latency arbitrage, quote exploitation, coordinated trading schemes, or any other trading behavior** intended to gain unfair advantage over the Company, its liquidity providers, or its technological infrastructure. The Company reserves the right to **suspend, restrict, cancel trades, adjust account conditions, or terminate the Trading Account** if such behavior is detected.

7.17 Liability for Third-Party Access and Trading

If the Client provides access to the account, intentionally or unintentionally, to any third party, including but not limited to account managers, influencers, EA/robot operators, Telegram/WhatsApp agents, or external signal services, the Client **accepts full responsibility** for all resulting financial outcomes. The Company shall not be liable for any loss or damage arising from third-party involvement or control.

8. Margin Requirements, Stop-Out Rules, Liquidation Procedure and Leverage

8.1. **Margin as a Condition of Trading**

When the Client opens a CFD position, a portion of their Account Equity is set aside as Margin, representing collateral required to sustain the exposure. Margin is not a fee or cost; it is a risk security deposit used to absorb losses arising from adverse market movements. The Client understands that the ability to maintain open positions is directly dependent on maintaining sufficient Equity in the Account, and that the Company has the right to close positions if Equity becomes insufficient.

8.2. **Margin Calculation and Monitoring**

The Client agrees that Margin is calculated continuously based on current market pricing, not on the price at which the position was opened. Therefore, Margin requirements may increase or decrease as market conditions, volatility profiles, or leverage settings change. The Client remains solely responsible for monitoring their Equity and Margin ratios through the trading platform.

To clarify the status of Margin obligations:

1. The Client must maintain Equity above the required Margin at all times.
2. The Company is not required to notify the Client when Margin becomes insufficient.

3. The absence of a Margin Call does not limit the Company's right to liquidate positions.

8.3. Margin Call and Risk Warning Procedure

A Margin Call occurs when Equity approaches the minimum level required to sustain open positions. The Margin Call level depends on the Client's account type. The Margin Call serves as a courtesy alert and not as a contractual obligation on the part of the Company. The Client acknowledges that, during fast market conditions, a Margin Call may not occur before liquidation.

8.4. Stop-Out and Automatic Liquidation

If Equity falls to or below the Stop-Out Level, the Company has the immediate and unilateral right to begin closing open positions to protect the Account from further loss. Stop-Out is triggered automatically by the trading platform, without requiring Client approval, communication, or intervention.

The Client understands and expressly agrees that:

1. The Company may liquidate one or several positions, in whole or in part.
2. The Company may choose which positions to close first, typically those with the largest loss exposure or highest margin consumption.
3. Liquidation is executed at the next available price, which may differ from displayed or requested prices.
4. The Client may incur losses faster than platform displays update in volatile markets.

8.5. Sequencing of Liquidation

The Company's liquidation process is designed to reduce total exposure and prevent further negative balance, and is generally performed in the following operational sequence:

- Reduction of largest loss-bearing positions first;
- Reduction of positions consuming the highest margin;
- Full liquidation of the Account if Equity continues to fall after partial reduction.

This sequence is procedural, not guaranteed or required by contract. The Company may alter liquidation ordering based on liquidity, volatility, system load, or other execution conditions.

8.6. Negative Balance and Client Liability

The Client acknowledges that, under certain market conditions (**including** but not limited to gaps, slippage, and illiquidity), Stop-Out may not prevent the Account from falling into a negative balance. Unless the Client qualifies for and falls under the Company's Negative Balance

Protection Policy, the Client shall be fully responsible for repaying the negative balance owed to the Company.

8.7. **No Obligation to Reimburse Losses**

The Company does not compensate the Client for losses incurred as a result of Stop-Out, spread widening, slippage, latency, news events, liquidity gaps, or execution delays. These are inherent characteristics of leveraged OTC derivatives trading, and the Client accepts such risks as part of entering CFD transactions with the Company.

8.8 Margin Calculation Currency

The Client acknowledges that all Margin, Equity, Balance and Profit/Loss calculations are performed in the Base Currency of the Trading Account. Where financial values are denominated in a different currency, the Company shall convert such values into the Trading Account's Base Currency at the applicable exchange rate determined by the Company or its Liquidity Providers at the time of calculation.

8.9 Prohibition on Pledging Margin

The Client agrees that any Margin or funds deposited in the Trading Account may not be pledged, assigned, or used as collateral to any third party. Such funds are solely dedicated to supporting and maintaining open positions and obligations arising under this Agreement.

8.10 Automatic Leverage and Margin Adjustments

The Client acknowledges that the Company may, at its sole discretion, adjust Leverage levels and Margin Requirements without prior notice in situations including, but not limited to:

- High market volatility
- Major economic news events
- Weekends and public holidays
- Market gaps or low-liquidity sessions
- Sudden increases in trading exposure or account risk

These adjustments may apply to both new and existing open positions, and the Client is responsible for ensuring sufficient funds are available to maintain open positions.

8.11 Stop Out and Risk Control

If the Client's Equity falls below the Stop Out threshold defined in the Contract Specifications, the Company is entitled to automatically liquidate open positions, partially or in full, without

prior notice, in order to protect the Trading Account from further losses. The Client understands that Margin Calls are not guaranteed, and the responsibility to monitor the Trading Account rests solely with the Client.

8.12 Protection Against High-Risk Trading Practices

The Company reserves the right to restrict, suspend, or close trading activity where the Client engages in trading practices considered high-risk or abusive, including but not limited to:

- Latency arbitrage
- News-event scalping with high leverage
- Price feed manipulation
- Systematic exploitation of slippage or execution delays

Such measures may include modification of leverage, restriction of instruments, trade cancellation, or account closure, as deemed necessary by the Company's risk management policies.

8.13 Leverage Adjustment Policy

8.13.1 General Provisions
The Client acknowledges and agrees that the Company reserves the right, at its sole discretion, to **adjust the Leverage and/or Margin Requirements** applicable to the Client's Trading Account and to any specific financial instrument at any time. Such adjustments may apply to **both new orders and existing open positions** without prior notice, in accordance with the Company's risk management framework and market conditions.

8.13.2 Circumstances Under Which Leverage May Be Adjusted
The Company may adjust Leverage and Margin Requirements under, but not limited to, the following circumstances:

a) **High-Volatility Market Conditions**, including economic data releases, monetary policy announcements, geopolitical events, and extraordinary market movements.
b) **Low Liquidity Periods**, including weekends, market holidays, trading session gaps, or extended market closures.
c) **Product-Specific Volatility**, particularly affecting high-risk instruments such as precious metals (e.g., Gold), cryptocurrencies, and certain indices.
d) **High Exposure or Position Concentration**, where the Client's open volumes or trading behavior increases the risk profile of the Account.
e) **Risk of Negative Equity**, or where the Company identifies elevated probability of loss exceeding Account balance.
f) **Force Majeure** or abnormal market conditions as defined in this Agreement.

8.13.3 Automatic Tiered Leverage Adjustment Based on Exposure

The Company may implement **tier-based leverage scaling**, whereby higher trade volumes or aggregate exposure result in **lower effective leverage**. The applicable tiers may vary across instruments and are defined in the Contract Specifications published on the Company's Website.

8.13.4 Effect of Leverage Adjustment on Margin Requirements

Where Leverage is reduced, the **required Margin** for maintaining open positions **increases automatically**. The Client is solely responsible for ensuring that sufficient funds are available in the Account to support all open positions at all times. The Company shall not be liable for any losses, liquidation, or Stop Out resulting from leverage changes.

8.13.5 No Obligation to Provide Prior Notice

The Company is **not obliged** to notify the Client in advance of Leverage adjustments. Any Leverage modification shall be considered effective **immediately**, and the Client acknowledges that monitoring Margin and Equity levels is their **exclusive responsibility**.

8.13.6 Stop Out and Position Liquidation

If, following a Leverage adjustment, the Client's Equity falls below the Stop Out level specified in the Contract Specifications, the Company is entitled to **automatically close open positions**, partially or in full, without prior notice or consent, in order to protect both the Client and the Company from further financial exposure.

8.13.7 Prohibition of Claims and Liability

The Client understands and agrees that **no claims, compensation demands, or disputes** shall be accepted for losses, forced liquidation, or trading limitations arising due to:

- Leverage reductions
- Increased Margin Requirements
- Slippage or spread widening associated with volatility
- Stop Out events triggered during or after leverage adjustments

The Client accepts full responsibility for managing trading risk under dynamic leverage conditions.

8.13.8 Publication and Transparency

Information regarding instrument-specific Margin Requirements, Stop Out levels, and applicable leverage tiers shall be made available in the **Contract Specifications** on the Company's Website. It is the Client's responsibility to review such specifications regularly.

9. Fees, Commissions, Swaps and Account Costs

9.1. General Fee Structure

The Client acknowledges that trading CFDs involves certain costs, including but not limited to spreads, commissions, overnight financing charges (swaps), conversion fees, administrative charges as specified in the Contract Specifications, which are published on the Company's Website. The Client is responsible for reviewing these costs prior to engaging in any trading activity. These costs are part of the normal commercial structure of derivative instruments and arise from liquidity sourcing, trade execution, and risk management operations performed by the Company.

The Company reserves the right, at its sole discretion, to amend, modify, or update the commissions, spreads, swap rates, margin requirements, or any other fees at any time. Any such changes will be deemed effective upon publication on the Company's Website and such publication shall constitute due notice to the Client.

9.2. Spreads

The Company quotes floating (variable) spreads. Spread levels depend on market conditions, liquidity depth, volatility, trading session, and the Client's account type. Spreads may widen significantly during:

- Market openings/closures,
- High-impact news events,
- Low liquidity periods,
- Systemic market stress.

The Client understands that spread widening may affect Equity and may contribute to triggering Margin Call or Stop-Out events.

9.3. Commissions

For account types in which commissions are applicable (e.g., ECN, ECN Pro), the commission is charged per transaction based on total trade volume. Commissions are automatically debited from the Account at the time the position is opened and/or closed as specified in the Account specifications available on the Platform.

9.4. Swap / Overnight Financing

CFD positions held beyond daily market rollover time are subject to financing adjustments (known as **Swap** or **Overnight Rollover**). Swaps may be positive (credited) or negative (debited), depending on:

- The direction of the trade (long/short),
- The interest rate differential or cost-of-carry of the underlying market,
- Liquidity and rollover conditions at the time of calculation.

The Client acknowledges that swap rates are **not fixed**, may change daily without notice, and may differ from publicly published interest rate references due to liquidity and risk conditions in OTC swap markets.

9.5. Swap-Free / Islamic Accounts

If the Client is approved for a swap-free (Islamic) account, positions may be exempt from standard swap charges. However, the Company may apply administrative financing adjustments on positions held for multiple days to prevent misuse of swap-free conditions for arbitrage, interest rate carries strategies, or long-term rollover advantage. The Client acknowledges that swap-free accounts are not free of cost and may incur alternative sustainable fees.

9.6. Inactivity Fees

Where the Client's Trading Account has no trading activity for a continuous period of six (6) months, the Company may apply an inactivity maintenance fee of up to 5 USD (or equivalent) per

month, which will be deducted from the Client's Trading Account balance until the account is reactivated or reaches a zero balance.

In the event the Client requests a withdrawal from the Trading Account without any trading activity following the deposit, the Company reserves the right to charge a withdrawal processing fee equal to the actual transaction costs incurred by the Company.

9.7. Currency Conversion

If the Client transacts in a currency different from their Account base currency, the Company may apply a conversion adjustment at a commercially reasonable market rate. Conversion spreads are applied to cover settlement and liquidity sourcing costs.

9.8. Fee Disclosure and Updates

All fees applicable to the Client are defined in the trading conditions and Account specification documents accessible on the Platform and the Company website. The Company reserves the right to modify fees, spreads, commissions, or financing charges at any time to reflect changes in liquidity conditions, market structure, or operational expenditure.

To clarify the nature of fee adjustments:

1. Fee changes do not require prior notice when market-driven.
2. The Client is responsible for reviewing applicable fees on an ongoing basis.
3. Fee changes do not affect trades already closed; they apply prospectively.

9.9. No Refunds

Fees charged for executed transactions, account administration, withdrawal processing, or financing adjustments are non-refundable, unless required by Applicable Law.

9.10. IB, Affiliate or Partner fee

Where the Client has been introduced to the Company through an Affiliate, IB, or Partner, the Client acknowledges that such third party may receive compensation from the Company based on the Client's trading activity. This compensation does not result in any additional fee charged to the Client. Further details may be provided upon written request.

The Client is solely responsible for any tax obligations**,** reporting requirements, or governmental charges arising from their trading activity. The Company does not provide tax advice and shall not be responsible for calculating or withholding taxes on behalf of the Client.

10. Market Abuse and Prohibited Trading Policy

10.1. **Purpose and Scope**
The Client acknowledges and agrees that all trading services offered by the Company are provided on an **over-the-counter (OTC)** basis, where pricing, liquidity, and execution conditions are determined by the Company's internal pricing architecture and liquidity framework. Accordingly, the integrity, fairness, and stability of the trading environment must be maintained at all times.

The Client undertakes to act **in good faith**, observe **fair dealing**, and refrain from any behavior that constitutes market abuse, illicit advantage, or any **prohibited trading practice**, whether executed directly, indirectly, manually, through automated systems, or via third parties.

This Policy forms an **integral and fully enforceable part** of the Client Agreement and applies to **all accounts, platforms, instruments, orders, and trading activities** under the Client's control or influence.

10.2. Definition of Market Abuse

Market Abuse refers to any act, pattern, or trading behavior that seeks to:

- Manipulate normal price formation,

- Create artificial or misleading market conditions,
- Exploit system, pricing, or execution inefficiencies,
- Obtain **unfair or risk-free financial advantage**, or
- Violate applicable financial conduct or anti-manipulation regulations.

Examples include, without limitation:

1. Trading based on **non-public or insider information**;
2. Unauthorized disclosure or dissemination of confidential market data;
3. Manipulative practices intended to influence market price or liquidity;
4. Coordinated, staged, or synchronized trading activity across one or more accounts;
5. Entering offsetting or circular transactions to create false volume, artificial price behavior, or remove economic risk.

The Client is responsible for understanding and complying with **all applicable anti-market-abuse laws** in their jurisdiction.

10.3. Prohibited Trading Practices

The following activities are **strictly prohibited** and constitute a serious breach of this Agreement:

1. Exploitation of Technical Latency or Price Delay
Any attempt to benefit from pricing delays, execution lags, feed desynchronization, or temporary quotation irregularities for the purpose of extracting **risk-free or guaranteed profit** is prohibited and constitutes abusive arbitrage.

2. Risk-Free Hedging and Opposing Position Structures
Opening long and short positions simultaneously within the same instrument or across multiple accounts (whether owned or coordinated) for the purpose of removing economic exposure, offsetting loss, or transferring equity is prohibited.

3. Aggressive High-Frequency Scalping for System Exploitation
Opening and closing positions in rapid succession solely to exploit system latency, liquidity refresh cycles, or internal pricing thresholds is not permitted.

4. Abuse of Swap-Free / Islamic Accounts
Swap-free accounts exist **exclusively** for clients who qualify on religious grounds. Using such accounts to avoid financing costs or obtain interest-related advantage is prohibited.
If misuse is identified, the Company may:

- Remove swap-free status,
- Recalculate and debit historical swaps,

- Withdraw profits obtained through misuse,
- Restrict, suspend, or terminate the Account.

5. Manipulation or Interference with Trading Infrastructure
Attempting to alter, reverse-engineer, disrupt, overload, or otherwise interfere with platform, price feed, API, server, or trading infrastructure is prohibited.

6. Concealment of Identity, Residency, or Jurisdiction
Use of VPN, proxy, VPS, or technical routing is permitted **only when not intended to conceal identity or circumvent regulatory, residency, or compliance restrictions**.

7. Abuse of Bonuses, Credits, or Promotional Programs
Unfair use of promotional credits, including transferring bonus value across accounts or structuring trading solely to withdraw promotional value, is prohibited. The Company may remove bonuses and any profits derived from them.

10.4. OTC Structure Acknowledgment

The Client acknowledges that prices quoted by the Company are proprietary and derived from the Company's liquidity and risk management systems.
Attempting to profit from price differences between brokers, data vendors, or execution venues is **not a legitimate trading strategy** and is prohibited.

10.5. Monitoring and Investigation

The Company continuously monitors trading behavior, order flow patterns, device identifiers, network signatures, and account linkages to detect prohibited activity.
The Company's determination of abuse is **final**, does not require proof of intent, and is binding.

10.6. Remedial Measures and Enforcement

Upon reasonable suspicion or confirmation of prohibited activity, the Company may, **without prior notice**, take one or more of the following actions:

- Close or void open and closed trades,
- Adjust executed prices to reflect fair market rates,
- Remove profits or credits obtained through abuse,
- Reapply swaps and financing charges retroactively,
- Modify leverage, margin requirements, or trading conditions,
- Limit, suspend, or permanently close the Account,
- Freeze or delay withdrawals,
- Offset damages using funds in the Account,

- Report activity to regulatory or legal authorities.

All such decisions are **final, immediately enforceable, and not subject to appeal**.

10.7. Client Confirmation

By continuing to use the Company's trading services, the Client acknowledges that they:

- Have read and understand this Policy,
- Accept full responsibility for compliance,
- Understand that violations may result in immediate Account suspension, closure, or legal action.

11. Conflicts of Interest and Best Execution Framework

11.1. Nature of Conflicts in OTC Trading

The Client acknowledges that, due to the structure of over-the-counter ("OTC") derivatives markets and the Company's role as the contractual counterparty to Client trades, certain conflicts of interest may arise between the Client and the Company. Such conflicts are inherent to all principal-based OTC trading systems where the service provider executes trades for its own account while simultaneously providing execution services to clients.

The existence of such conflicts does not imply improper conduct. However, it is essential that the Client understands the framework under which the Company manages and mitigates these conflicts in accordance with international standards of fair dealing and operational transparency.

11.2. Execution as Principal, Not Agent

When the Client enters into a CFD trade, the Company acts as principal, not as agent or fiduciary. This means the Company is the direct counterparty to the Client's transaction. The Client does not trade directly with interbank liquidity venues, exchanges, or institutional markets.

This structure enables:

- Continuous pricing and liquidity provision, even in fast or fragmented markets
- Immediate order execution without requiring third-party order routing approval
- Internal hedging and risk-management flexibility to maintain orderly markets

11.3. Pricing and Best Execution Commitment

The Company maintains a pricing and execution environment that is designed to provide fair, tradable, and competitive prices consistent with prevailing market liquidity conditions. The Company does not guarantee the best price available in the market at any moment, but commits to executing Client orders at the best available price provided by its liquidity feed at the time of execution, subject to liquidity depth, volatility, speed of price movement, and order type.

11.4. Managing Conflicts of Interest

The Company employs a range of operational, technological, and supervisory controls to ensure that Client interests are treated fairly and that conflicts are prevented or minimized. These include:

1. Independent liquidity sourcing from multiple suppliers to avoid unilateral price dependency.
2. Pre-trade and post-trade monitoring to ensure pricing consistency and execution fairness.
3. Segregation of duties between risk management, dealing, and client relationship functions.
4. Restrictions on employee trading to prevent misuse of confidential information.
5. Periodic review of execution quality, slippage patterns, and pricing distribution.

These measures are designed to maintain a trading environment in which pricing and execution outcomes are consistent with professional OTC market practices.

11.5. No Duty to Advise or Act in the Client's Best Interest

The Company does not provide investment advice or portfolio recommendations. Any communication regarding market conditions, trade ideas, or general information is not tailored to the Client's personal circumstances and does not constitute advice.
The Client remains solely responsible for all trading decisions and the assessment of risks associated with trading CFDs.

11.6. Client Acknowledgment of Risk and Independence

By entering into this Agreement, the Client confirms that they:

- Understand the structural nature of OTC CFD trading
- Accept that the Company may act as counterparty to their transactions
- Agree that the Company is not required to act in the Client's best interest
- Understand that execution outcomes depend on market conditions and liquidity

This acknowledgment forms an essential basis of the trading relationship.

11.7 Conflicts of Interest

The Client acknowledges and accepts that conflicts of interest may arise in the course of the Company's business. Such conflicts may occur when the Company, its directors, employees, affiliates, service providers, or other Clients have interests that may compete with or differ from the interests of the Client.

Situations in which a conflict of interest may arise include, without limitation:

1. The Company acting as Principal to the Client's Transactions;
2. The Company maintaining positions in the same financial instruments as those traded by the Client;
3. The Company executing Transactions for other Clients whose interests may conflict with the Client's interests;
4. The Company receiving remuneration, rebates, or other benefits from liquidity providers or third parties in connection with the execution of Client Transactions.

The Company may execute Transactions either on its own account or on behalf of other Clients and may match the Client's Transactions with those of another Client. The Client accepts that such arrangements do not of themselves constitute unfair treatment and form part of the ordinary operation of the over-the-counter (OTC) trading environment.

The Company shall ensure that its employees and representatives act independently and conduct themselves with integrity and shall not allow personal or financial interests to improperly influence the handling of Client instructions or the performance of its duties. Any market commentary, research materials, analytical reports, trading suggestions, or other informational content provided by the Company are:

1. Intended for general information purposes only.
2. Not to be considered personal investment advice or recommendations.
3. Provided without guarantee of accuracy, completeness, or timeliness;
4. Used by the Client at their own discretion and risk, without liability to the Company.

12. Liability, Indemnity, Force Majeure and Limitation of Claims

12.1. **No Liability for Trading Losses**

The Client acknowledges that all trading performed under this Agreement is undertaken at the Client's own risk**.** The Company shall not be liable for any losses, damages, or claims arising from the Client's trading decisions, market movements, price volatility, margin calls, stop-outs, or the closing of positions, whether manually or automatically.

Trading CFDs involves the risk of losing the entire investment. The Company provides execution, not advice, and therefore assumes no responsibility for the financial consequences of the Client's actions.

12.2. **No Liability for Platform or Connectivity Interruptions**

The Company shall not be responsible for delays, interruptions, errors, or failures in the operation of the trading platform or related systems when such issues arise from factors outside the Company's direct control, including but not limited to:

- Internet connectivity failures on the Client's side,
- Device, hardware, software, or network malfunctions,
- Third-party hosting, infrastructure, or data transmission issues,
- Telecommunication outages or global routing disruptions.

Where reasonably possible, the Company will use commercially appropriate measures to restore platform functionality, but execution outcomes during such periods cannot be guaranteed**.**

12.3. **Price Feed, Market Data, and Latency Disclaimer**
The Client acknowledges that pricing, market data, charts, and order books displayed on the Platform may differ from pricing or data available on other brokers, liquidity venues, or trading platforms. The Company does not guarantee continuous, error-free, synchronized, or delay-free price display.
The Company's quoted price is the official and binding execution price, regardless of external comparisons.

12.4. **Indemnification**
The Client agrees to indemnify and hold the Company harmless from all claims, damages, liabilities, losses, costs, and expenses (including legal fees) arising out of:

1. The Client's breach of this Agreement,
2. Provision of false, misleading, or incomplete information,
3. Unauthorized or improper use of the trading platform,
4. Violation of Applicable Law,
5. Third-party claims made as a result of the Client's actions.

This indemnity survives termination of the Agreement.

12.5. **Force Majeure Events**
The Company shall not be liable for any delay, failure, or inability to fulfill its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to:

- Market suspension or exchange disruption,
- War, terrorism, geopolitical instability, or civil disturbance,
- Natural disasters or catastrophic events,
- Government intervention, sanctions, or regulatory directives,
- Banking system failures or liquidity crises.

During such events, the Company may suspend trading, restrict execution, refuse orders, adjust pricing, or close positions if necessary to preserve orderly market conditions.

12.6. **Limitation of Claims and Remedies**
The Client agrees that, to the fullest extent permitted by Applicable Law:

- The Company's total liability to the Client shall not exceed the total amount of funds deposited and remaining in the Client's Account at the time the claim is made.
- The Company shall not be liable for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, loss of opportunity, or reputational harm.

This limitation applies regardless of the claim cause or legal theory asserted.

13. Termination, Account Closure and Contract Survival

13.1. **Right to Terminate by the Company**
The Company may, at its sole discretion and without obligation to provide a reason, suspend, restrict, or terminate the Client's Account and this Agreement at any time where it considers such action necessary to protect its commercial, regulatory, operational, or reputational interests. Such termination may take effect immediately and without prior notice where required for legal compliance, risk mitigation, or preservation of market integrity.

13.2. **Grounds for Immediate Termination**
Without limiting the Company's general right to terminate, the Company may close the Account immediately in circumstances that include, but are not limited to:

- Suspicion or confirmation of prohibited, abusive, or manipulative trading activity;
- Failure to comply with KYC/AML/EDD verification requirements;
- Submission of false, misleading, or fraudulent documents;
- Chargeback, payment recall, or withdrawal dispute attempts;
- Operating multiple accounts to circumvent trading rules or risk controls;
- Violation of Applicable Law or sanctions restrictions;
- Internal or external regulatory request requiring account closure.

Termination under this clause may occur without prior notification to the Client where circumstances require urgent action.

13.3. **Effect of Termination**
Upon termination:

1. All open positions may be closed at the prevailing execution price at the time of termination.
2. All pending orders will be cancelled.
3. All withdrawal requests may be subject to full compliance review prior to release of any remaining balance.
4. The Company may hold funds if required to comply with legal, regulatory, or financial investigation procedures;
5. Any negative balance remains immediately due and payable by the Client.

13.4. **Client's Right to Terminate**
The Client may terminate this Agreement by submitting a written request to the Company, provided that:

- All open positions are closed;
- All outstanding obligations, including fees and negative balances, are settled;
- Required identity and withdrawal verification documentation is provided.

Account closure requests are processed once all compliance obligations are satisfied.

13.5. **Dormant and Inactive Accounts**
If an Account remains inactive for a continuous period specified by the Company's policies, it may be classified as Dormant. Dormant accounts may be suspended or closed, and maintenance fees may apply.
If funds remain unclaimed after a legally permitted period, the Company may take action consistent with applicable unclaimed property regulations.

13.6. **Survival of Terms After Termination**
Termination of this Agreement does not affect the validity of clauses relating to:

- Liability and indemnity (Section 12),
- Prohibited trading and enforcement rights (Section 10),
- Settlement of financial obligations,
- Dispute resolution and jurisdiction,
- Any rights accrued prior to termination.

These clauses remain legally enforceable even after the Account is closed.

13.7 Amendment and Termination

13.7.1 Right to Amend Terms
The Client acknowledges and agrees that the Company may, at its sole discretion and at any time, modify, update, revise, or replace any part of this Agreement, the Contract Specifications, fees, trading conditions, or any other policies governing the relationship between the Client and

the Company. Such amendments may be made in response to regulatory obligations, risk management considerations, market conditions, operational requirements, or business judgment.

13.7.2 Method of Notification
Any amendment or change to this Agreement shall be considered valid and binding upon being published on the Company's Website or communicated through the Client Portal, Trading Platform notifications, or via email to the Client's registered email address. The Company is not required to obtain the Client's signature or explicit consent for amendments.

13.7.3 Acceptance of Updated Terms
Continued access to or use of the Trading Account, Trading Platform, or any of the Company's services after the effective date of an amendment shall constitute the Client's full and unconditional acceptance of the updated terms. If the Client does not agree to the revised terms, the Client must immediately discontinue use of the Company's Services and request account closure.

13.7.4 Client's Right to Terminate
The Client may request to terminate the Trading Account and relationship with the Company at any time by submitting written notice through the official withdrawal and account closure request procedures. Prior to termination, the Client must:
a) Close all open positions
b) Settle any outstanding obligations or negative balances
c) Submit any required compliance documents
Only after these conditions are fulfilled will the Company process the release of any remaining real funds.

13.7.5 Company's Right to Suspend or Terminate
The Company reserves the right, at its sole discretion, to suspend, restrict, or permanently terminate the Client's Trading Account without prior notice, if:
a) The Client breaches this Agreement or any operational policy
b) Fraud, chargeback, identity mismatch, or AML concerns are identified
c) Trading activity is deemed abusive or manipulative
d) The Client engages in prohibited strategies (e.g., latency arbitrage, quote manipulation, promotional abuse)
e) The Company is required to act under legal, regulatory, or risk-management directives

13.7.6 Effect of Termination on Funds and Account Balance
Upon termination, any non-withdrawable balances, including but not limited to promotional credits, tournament prizes, bonus funds, or any profit derived directly from such credits, shall be cancelled. The Client shall only be entitled to withdraw verified, real deposited funds and eligible realized profits remaining after all compliance and security checks are completed.

13.7.7 Post-Termination Obligations

All rights, responsibilities, indemnity protections, and outstanding financial obligations outlined in this Agreement shall survive the termination of the Client's Account. Account closure does not release the Client from liability related to fraud, chargebacks, regulatory breaches, or financial damage caused to the Company.

14. Governing Law and Jurisdiction

14.1. **Governing Law**

This Agreement, and all rights, obligations, transactions, and legal relationships between the Client and the Company, shall be governed by and construed in accordance with the **laws of Saint Lucia**, as applicable to international commercial contracts. The Client acknowledges that the Company is incorporated and operates legally under the International Business Companies Act of Saint Lucia, and that this legal framework shall apply regardless of the Client's country of residence or the location from which the trading platform is accessed.

14.2. **International Commercial Interpretation**

In addition to the laws of Saint Lucia, the interpretation and enforcement of this Agreement shall be guided by generally accepted **principles of international commercial law**, including relevant standards of fairness, contractual performance, and dispute resolution derived from recognized international legal doctrine (including but not limited to UNCITRAL principles).

This provision ensures the Agreement remains **globally enforceable** and consistent with the commercial norms of cross-border OTC financial services.

14.3. **Jurisdiction and Venue**

The Client agrees that any dispute, claim, or controversy arising from or in connection with this Agreement shall be subject to the **exclusive jurisdiction of the competent courts of Saint Lucia**, unless the Company elects, at its sole discretion, to bring proceedings in another court of competent jurisdiction where the Client resides or where enforcement is sought.

This means:

- The **Company may choose** the legal venue that provides the most efficient or effective enforcement.
- The Client **may not** unilaterally choose an alternative venue.

14.4. **Right of International Enforcement**

The Company retains the right to **initiate enforcement, collection, or injunctive proceedings** in

any jurisdiction where the Client may have assets, banking relationships, residence ties, or commercial activities. The Client agrees to fully cooperate with any such enforcement process.

14.5. Language
This Agreement is drafted in English. If translated into another language, the **English version shall prevail** in all legal and interpretive matters.

15. Risk Disclosure Statement

15.1. General Trading Risk
The Client acknowledges that trading Contracts for Difference (CFDs) is **highly speculative** and involves a significant risk of financial loss. CFDs are leveraged instruments, meaning that a relatively small movement in the price of the underlying asset can result in **disproportionately large gains or losses**. The Client understands that it is possible to **lose the entire amount deposited** into the trading Account.

15.2. No Guarantee of Profit
The Company does not guarantee the performance of any trade or trading strategy. Past performance of financial instruments, markets, or trading strategies does **not** indicate or guarantee future results. The Client makes all trading decisions **independently** and bears full responsibility for the outcomes.

15.3. Leverage Risk
Leverage can magnify market exposure. While leverage may increase potential profit, it also increases potential loss, including losses that may exceed the initial invested capital. The Client must carefully assess leverage settings and understands that high leverage **significantly increases the probability of margin calls and stop-outs**.

15.4. Market Volatility and Price Gaps
Prices of financial instruments may fluctuate rapidly due to market conditions, news releases, economic events, or liquidity changes. Such price movements may cause orders (including Stop Loss) to execute at a price **less favorable** than the level specified by the Client (known as slippage). Price gaps or discontinuities may also occur during market closure or reduced liquidity periods.

15.5. No Ownership of Underlying Assets

The Client acknowledges that CFD trading does **not** involve the acquisition of the underlying asset. The Client does not receive shareholder rights, dividend rights, commodity delivery, or any ownership interest when trading CFDs.

15.6. Technical and System Risk

Trading through an electronic platform involves risks related to connectivity, latency, hardware failure, software malfunction, or communication delays. The Company is **not liable** for losses arising from such issues when they are outside the Company's reasonable control.

15.7. Regulatory and Jurisdictional Risk

Financial regulations may change at any time, which may affect trading conditions, margin requirements, or the availability of certain instruments. The Client is responsible for understanding and complying with any restrictions applicable in their jurisdiction.

15.8. Suitability

CFDs are **not suitable for all investors**. The Client confirms that they have evaluated their financial situation, investment objectives, level of experience, and risk tolerance. The Client further confirms that they can bear the risk of losing their entire investment.

16. LIMITATIONS OF LIABILITY AND INDEMNITY

16.1 General Trading Risk Acknowledgment
The Client acknowledges and accepts that trading leveraged financial instruments including, but not limited to, Forex, Commodities, Indices, Cryptocurrencies, and CFDs involves a high level of risk and may result in the partial or total loss of the Client's invested capital. The Client confirms that they voluntarily engage in trading and assumes full responsibility for the risks associated with such activity.

16.2 No Guarantees of Profit or Performance
The Company does not guarantee, represent, or warrant any trading performance, profit generation, execution outcome, or investment success. Past performance, market commentary, analysis, educational materials, or signals do not constitute investment advice or a promise of future results.

16.3 No Liability for Client's Trading Decisions
All trading decisions made through the Client's Trading Account are executed solely at the discretion of the Client. The Company shall bear no responsibility for any losses incurred due to the Client's trading choices, strategies, emotional decisions, or reliance on third-party advice.

16.4 Market Conditions, Slippage, and Execution Variability
The Client understands that order execution may be influenced by market volatility, liquidity fluctuations, platform load, network delays, or price gaps. Orders may execute at the best available market price, which may differ from the requested price (slippage). Such occurrences

are inherent to trading and do not constitute grounds for compensation, refunds, or cancellation of executed trades.

16.5 Client-Side Technical Failures
The Company shall not be held liable for losses resulting from the Client's device malfunction, network instability, internet interruption, software failure, power outage, negligent trading setup, or improper use of trading tools, including but not limited to Expert Advisors, signal systems, or external automation tools.

16.6 Third-Party Recommendations, Signals, and Account Management
If the Client relies on any third-party signal provider, account manager, influencer, IB, advisor, or any other intermediary, whether compensated or not, the Client acknowledges that such third parties operate independently and are not agents or representatives of the Company. The Company is not responsible for the actions, advice, performance, or losses resulting from third-party involvement.

16.7 Platform Availability and Maintenance
The Company will make reasonable efforts to maintain operational functionality of the Trading Platforms. However, the Company shall not be liable for temporary service interruptions, scheduled or emergency maintenance, server delays, data transmission failures, or disruptions arising from Force Majeure conditions.

16.8 Limitation of Liability
To the fullest extent permitted by law, the Company's liability to the Client shall be strictly limited to the actual amount of funds deposited and held in the Client's Trading Account(s) at the time of claim. The Company shall not be liable for any indirect, incidental, special, consequential, punitive, reputational, or opportunity losses, including but not limited to loss of profit, trading time, market opportunity, or emotional damages.

16.9 Client's Duty to Indemnify the Company
The Client agrees to indemnify, protect, and hold harmless the Company, its directors, employees, partners, service providers, and affiliates against any claims, damages, penalties, legal fees, chargeback costs, regulatory fines, or financial losses arising from:

a) Client breach of this Agreement or Company policies
b) Use of fraudulent or unauthorized payment instruments
c) Attempted abuse of bonuses, promotions, tournaments, or reward programs
d) False claims, chargebacks, or dispute manipulation
e) Violations of AML/Compliance requirements
f) Any activity intended to harm the Company's operations, reputation, systems, or regulatory standing

16.10 Survival of Indemnity and Limitation Rights

All obligations under this Section survive the termination of the Client's Account and this Agreement. Closure of the Trading Account does not release the Client from financial, legal, or indemnity responsibilities.

17. COMMUNICATIONS AND WRITTEN NOTICE

17.1 Official Communication Channels

The Client acknowledges and agrees that all communications between the Client and the Company shall be conducted through the **official contact methods** designated by the Company, which may include:

a) Email correspondence to and from the Client's registered email address

b) Notifications and messages delivered within the Client Portal

c) Notifications transmitted via the Trading Platform

d) Announcements published on the Company's Website

Communications through informal channels (including but not limited to social media, messaging apps, or personal conversations) **shall not be considered official** and may not be acted upon by the Company.

17.2 Validity of Email and Digital Communications

Any written notice or communication sent by the Company to the Client's **registered email address** shall be deemed **delivered and received** at the time of sending, regardless of whether the message is read, opened, blocked, filtered, misplaced, or deleted by the Client. The Client is solely responsible for ensuring ongoing access to and monitoring of their registered email account.

17.3 Client's Duty to Maintain Accurate Contact Information

The Client agrees to **maintain accurate, up-to-date personal contact information** at all times,

including email address, phone number, and residential address. The Company shall not be liable for any loss, delay, or misunderstanding resulting from the Client's failure to update such information promptly.

17.4 Website and Platform Announcements Constitute Notice
The Client acknowledges that the Company may provide notice of updates to trading conditions, market schedules, margin requirements, spreads, fees, leverage adjustments, system maintenance, or other operational changes by **publishing announcements on the Company's Website or Trading Platform**. Such notice shall be considered **legally binding** and **fully sufficient**.

17.5 Client Requests and Instruction Requirements
Requests concerning withdrawals, account changes, password resets, account closure, or complaints **must be submitted in writing** through the designated Client Portal functions or via the Company's official support email.
Verbal instructions, chat messages, or social media communications shall **not be considered valid** and will not obligate the Company to act.

17.6 Recording and Monitoring
The Client hereby consents to the Company recording, storing, or monitoring communications, including telephone conversations, chat messages, emails, and account instruction submissions, for the purposes of verification, compliance, dispute resolution, and security. These records may be used as **evidence** in resolving disputes.

17.7 No Liability for Communication Failure
The Company shall not be held liable for any delay, interruption, or failure of communication caused by:
a) Internet service disruption
b) Power or hardware failure
c) Spam filtering or mailbox storage limits
d) Firewall or network restrictions
e) Device malfunction or incompatibility

The Client understands and agrees that maintaining reliable internet access, devices, and software required for trading is **their sole responsibility**.

17.8 Time of Receipt and Effective Action
Unless otherwise specified, written notices provided by the Company shall be considered effective:

- **Immediately**, when delivered electronically
- **At the time of posting**, for Website or Platform announcements
- **Within 48 business hours**, if sent by registered mail (if applicable)

18. CONFIDENTIALITY AND WAIVER

18.1 Confidential Information
For the purposes of this Agreement, "Confidential Information" includes all personal, financial, trading, transactional, technological, and communication data exchanged between the Client and the Company, including but not limited to: account identifiers, balances, transaction history, platform data, communication records, business strategies, operational procedures, and any information not publicly accessible.

18.2 Company Duty of Data Protection
The Company shall take reasonable measures to **store, secure, and safeguard** Client information in accordance with applicable data protection, privacy, and financial service regulations. The Company shall restrict access to Confidential Information to authorized personnel and service partners who require such information to fulfill operational, regulatory, or technical responsibilities.

18.3 Permitted Disclosure of Client Information
The Client acknowledges and agrees that the Company may disclose Confidential Information without prior notice to the Client where such disclosure is:
a) Required by **law, regulation, authority, or court order**
b) Requested by banks, payment processors, auditors, risk assessors, or financial institutions involved in transaction processing
c) Necessary for fulfilling **AML/CTF, compliance, fraud detection, or security monitoring obligations**
d) Necessary for providing trading access, execution, platform hosting, liquidity services, or

back-office support
Any such disclosure shall be limited to the information **necessary** for the prescribed purpose.

18.4 Disclosure to Third-Party Service Providers
The Client acknowledges that the Company may engage regulated and reputable third-party service providers for KYC verification, risk scoring, payment clearing, liquidity routing, platform operation, or data hosting. The Client consents to the controlled transfer of relevant information strictly for these operational needs.

18.5 Client Responsibility to Safeguard Account Credentials
The Client is solely responsible for **maintaining the confidentiality** of login credentials, trading platform passwords, authentication codes, wallet access information, and any security devices. The Company **shall not be liable** for any loss, damage, trading loss, or unauthorized transactions resulting from the Client's failure to protect access credentials.

If any unauthorized access is suspected, the Client must notify the Company **immediately**. Failure to report such incidents promptly may result in permanent loss of funds or data without liability to the Company.

18.6 Prohibition on Unauthorized Public Disclosure
The Client agrees **not to disclose, publish, transmit, or distribute**, whether privately or publicly, any internal Company communication, operational procedures, pricing feeds, compliance correspondence, or support interaction records, whether for the purpose of complaint publication, defamation, commercial advantage, competitive analysis, or any similar intent. Such disclosure constitutes a **material breach** and may result in account suspension, legal action, and compensation claims.

18.7 Waiver of Confidentiality Objections in Compliance Situations
The Client **waives any right to object** to the lawful disclosure of information made in accordance with this Section. The Company shall not be liable for any alleged loss, inconvenience, or damage arising from disclosures made under regulatory, compliance, fraud-prevention, or law enforcement obligations.

18.8 Survival of Confidentiality Obligations
The obligations outlined in this Section **survive the termination** of the Client's relationship with the Company. Closing or deactivating a Trading Account does not eliminate or reduce confidentiality obligations or the Client's liability for breach.

19. TIME OF ESSENCE

19.1 Importance of Timely Action
The Client acknowledges that the nature of financial markets and leveraged trading requires **immediate and timely action**, and that **any delay** in performing obligations under this Agreement may result in financial consequences. Therefore, **time shall be of the essence** with respect to all duties, instructions, requests, notifications, margin requirements, and compliance procedures outlined herein.

19.2 Margin and Liquidation Timing
The Client understands that when the Account Equity approaches the Stop Out level specified in the Contract Specifications, the Company is entitled to **automatically close positions without prior notice**. The Company is **not required** to wait for additional deposits, instructions, or communications from the Client.
The responsibility for monitoring margin levels and ensuring sufficient funds is **solely the Client's**.

19.3 Immediate Compliance Requests
If the Company requests documents or information for **identity verification, source of funds verification, anti-money laundering (AML) review, fraud screening, or regulatory compliance**, the Client must provide such information **promptly**.
Failure to respond within the timeframe designated by the Company may result in:

- Account suspension
- Restriction of trading activity
- Delay or rejection of withdrawal requests
- Termination of the Client's Account

19.4 No Liability for Client Delays

The Company shall **not be held liable** for any loss, missed trading opportunity, liquidation, delay in execution, or adverse financial result arising from the Client's failure to act in a timely manner, including but not limited to:

- Delayed reactions to margin requirements
- Slow response to Company communication
- Internet, device, software, or platform access issues on the Client's side
- Hesitation, emotional delay, or decision-making delay by the Client

19.5 Communications and Time-Stamped Validity

Any notification issued by the Company through the Client Portal, Trading Platform, Website, or the Client's registered email address shall be **deemed delivered at the time of sending or posting**, regardless of when, or whether, the Client reads or reviews the message.
The Client is responsible for actively monitoring communication channels at all times.

19.6 Survival of Time-Based Obligations

The obligations established under this Section **remain in effect at all times**, including during market volatility, technical maintenance periods, or pending withdrawal or account closure requests.

20. REPRESENTATIONS AND WARRANTIES

20.1 Legal Capacity and Eligibility

The Client represents and warrants that they are at least 18 years of age, possess full legal capacity to enter into binding financial agreements, and are not prohibited or restricted under the laws of their country of residence from using the Company's services or engaging in leveraged trading activities.

20.2 Accuracy of Information Provided

The Client confirms that all personal, financial, identification, and contact information provided to the Company during account registration or at any later stage is true, accurate, complete, and authentic. The Client agrees to promptly notify the Company of any changes to such information and acknowledges that failure to do so may result in account suspension or service restrictions.

20.3 Client Acting on Own Behalf

The Client represents that they are opening and operating the Trading Account on their own behalf, and not as an agent, nominee, or representative of any third party, unless prior written authorization has been approved by the Company. The Client further confirms that all funds deposited originate from lawful and legitimate sources belonging to the Client.

20.4 Understanding of Risks

The Client acknowledges that trading leveraged financial instruments carries significant risk, including the possible loss of all invested capital. The Client confirms that they have read, understood, and accepted the Company's Risk Disclosure Statement, and that they have the necessary knowledge, financial capability, and willingness to accept the risks associated with such transactions.

20.5 No Reliance on Advice

The Client agrees that the Company does not provide investment, financial, tax, legal, or trading advice, and that any market commentary, analysis, educational content, or third-party signals made available by the Company or its partners shall be considered general informational material. The Client acknowledges that all trading decisions are made independently and at their own discretion, and that the Company bears no responsibility for the outcome of such decisions.

20.6 Compliance with Laws and Tax Obligations

The Client is solely responsible for ensuring that their use of the Company's services complies with applicable laws and regulations in their country of residence, including tax reporting and payment obligations. The Company shall not be held liable for the Client's failure to comply with such obligations.

20.7 Platform and Execution Disclaimer

The Client acknowledges that the Company provides access to trading platforms and execution systems on an "as is" and "as available" basis. The Company does not guarantee uninterrupted platform availability, fixed spreads, execution certainty, or protection from market volatility, gaps, slippage, or liquidity fluctuations.

20.8 Survival of Representations and Warranties

The Client's representations and warranties under this Section shall remain in full force and effect for the entire duration of the Client's relationship with the Company and shall continue to apply following the termination of the Trading Account to the extent necessary to resolve outstanding obligations or disputes.

21. MISCELLANEOUS

21.1 Entire Agreement
This Agreement, together with all policies, schedules, disclosures, and Contract Specifications published on the Company's Website, constitutes the entire and exclusive agreement between the Client and the Company regarding the provision of the Company's services. Any prior discussions, representations, proposals, or understandings, whether verbal or written, are hereby superseded and have no legal effect.

21.2 No Reliance on External Representations
The Client acknowledges that no statement, assurance, promise, or representation made by any third party, including but not limited to Introducing Brokers, affiliates, signal providers, account managers, social media promoters, or acquaintances, shall bind the Company unless expressly confirmed in writing by the Company. In case of conflict, the terms of this Agreement shall prevail.

21.3 Severability
If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable under applicable law, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect without impairment.

21.4 Non-Waiver
Failure, delay, or omission by the Company to exercise or enforce any right, power, or provision under this Agreement shall not be considered a waiver of such right or provision. The Company retains the full right to enforce any clause at any time.

21.5 Assignment and Transfer
The Client may not assign, transfer, sell, or delegate their rights or obligations under this

Agreement to any third party without the prior written consent of the Company.

The Company may assign or transfer this Agreement, wholly or partially, to another regulated entity, service partner, technology provider, or affiliate, where such transfer does not adversely affect the Client's rights.

21.6 Governing Law and Jurisdiction

This Agreement shall be governed and interpreted in accordance with the laws and regulatory framework applicable in the jurisdiction in which the Company is registered. Any dispute arising out of or related to this Agreement shall be resolved exclusively through the dispute resolution procedures specified by the Company, which may include arbitration, regulatory mediation, or court jurisdiction in the Company's operating country.

21.7 Language Priority

This Agreement may be made available in multiple languages for convenience. In the event of any inconsistency or conflict, the English version shall prevail and be deemed legally binding.

21.8 Headings

Headings used in this Agreement are for organizational convenience only and shall not affect the interpretation or legal meaning of the underlying provisions.

22. CONFIRMATIONS

22.1 Execution Confirmations
Upon execution of any order, the Trading Platform shall automatically generate a **transaction confirmation**, which shall display the order type, traded instrument, volume, execution price, timestamp, and any applicable fees. Such confirmation shall be considered **final, accurate, and binding** on the Client, unless the Client provides evidence of a proven technical error in accordance with this Agreement.

22.2 Account Statements and History
The Client may review their account balance, open positions, closed positions, swaps, commissions, pending orders, margin levels, and transaction history through the Trading Platform or Client Portal. These records constitute the **authoritative and official record** of the Client's trading activity. The Company is not required to provide printed or manually prepared statements, except where required by applicable regulation.

22.3 Client Responsibility to Review Records
The Client is solely responsible for **regularly reviewing** all confirmations, account statements, and balance adjustments. If the Client believes any information is inaccurate, they must **notify the Company in writing** within **two (2) business days** from the date of issuance.
Failure to report discrepancies within this timeframe shall constitute **full acceptance** of the records as correct.

22.4 Priority of Server-Side Records
In the event of any discrepancy between data displayed on the Client's device and the data stored on the Company's server infrastructure, including execution logs and liquidity feed data, **the Company's server-side data shall prevail** and shall serve as the **final and conclusive evidence** of the trade execution, pricing, and account balances.

22.5 Finality of Executed Transactions

Once an order has been executed, the Client **may not request cancellation, reversal, or modification** based on:

a) User input error or mistaken trade placement

b) Change of trading intention or strategy

c) Device malfunction or internet disruption on the Client's side

d) Delayed reaction to market conditions

All executed trades are considered **final**, subject only to confirmed, verifiable technical execution errors as determined by the Company.

22.6 Dispute Evaluation and Evidence Requirements

Any dispute relating to execution, Stop Loss or Take Profit behavior, spreads, swaps, or slippage shall be evaluated purely on the basis of:

- Server-based execution records
- Platform transaction logs
- Liquidity provider price feeds
- Market data snapshots recorded at execution time

Screenshots, third-party charts, external broker prices, or client-side data **will not be accepted as evidence** in the dispute review process.