

## **CLIENTS AGREEMENT**

The Client is requested to read this Agreement carefully before start using the Company's services. The Client's access to the Company's service/s is subject to the Client's acceptance of and compliance with the terms written herein.

This Agreement shall govern the relationship between the Client and the Company. As this Agreement is a distance contract, signing the Agreement is not required and the Agreement has the same rights and liabilities as a duly signed contract.

### **1. Services to be provided**

1.1 The Services are available only to the Company's Clients who are eligible to form legally binding contracts under the laws applicable to their country of residence. Without limiting the foregoing, the Company's Services are not available to persons under the age of 18 or otherwise under legal age ("Minors"). For the avoidance of doubt, the Company shall not be responsible for any unauthorized use of the Company's Services by Minors in any manner or way.

1.2 In order for an applicant to be classified as a Client, he/she needs first to register an account and pass the required assessment.

1.3 Client shall familiarise himself/ herself with financial instruments and trading before proceeding. The Client shall remain at all times the sole responsible person for the activity performed and any trading decision. The Company's website provides information for educational purposes only and no liability can be imposed.

1.4 Without limiting the above, the Client understands that laws and regulations relating to Financial Instruments vary worldwide. It is solely the Client's responsibility to ensure full compliance with any applicable laws, regulations, or directives in their country of residence, particularly in connection with the use of the Website. For the avoidance of doubt, access to the Company's Website does not imply that the Company's Services, or the Client's activities conducted through it, are lawful under the laws or regulations of the Client's country of residence.

### **2. Identification of Clients**

2.1 For compliance with applicable regulatory requirements, Clients are required to submit to the Company the following documentation:

- *Proof of Identity*: a scanned coloured copy of the Client's Passport / National Identity Card / Driving License. The Client's personal details including serial number, picture, signature, issue and expiry dates must be clearly visible.

- *Proof of Address* dated within the last 3 months: which can be a stamped bank statement, utility bill (electricity, gas, water, landline telephone), credit card statement, official residency certificate or rental agreement.

Additionally, the Client will be required to submit a copy of the payment mean (credit / debit card or swift confirmation) that he/she used in order to deposit. In case of a credit / debit card deposit, the Client shall hide the middle eight digits (i.e. 1111xxxxxxx2222).

2.2 Client is required to provide valid, complete and true information and maintain such information updated at all times. Therefore, in case of any changes, Client shall submit updated documentation.

2.3 The Client agrees to act in good faith and shall refrain from impersonating any individual or entity, falsely claiming affiliation with any person, organization, or association, or concealing their identity.

2.4 The Client represents and warrants that any funds deposited into their account with the Company are not derived from money laundering, drug trafficking, kidnapping, or any other illegal or criminal activity.

### **3. Access Codes & Use of the Account**

3.1 Access Codes will be issued to the Client upon successful registration of the account. These codes are unique to the Client, who is solely responsible for maintaining their confidentiality and security.

3.2 The account is established to allow the Client access to trading services. The Client bears full responsibility for any actions or omissions made through the account, as well as for any losses or damages arising from such actions, omissions, or any irregular or unauthorized use of the account.

3.3 The Client agrees not to use the account for market abuse or any other improper or abusive practices. This includes, but is not limited to, exploiting server latency or engaging in lag trading, manipulating prices or execution times, implementing scalping strategies intended to gain an unfair advantage, or participating in any other unlawful activities. The Company reserves the right, at its sole discretion, to determine whether any conduct is considered unfair, abusive, inappropriate, or otherwise in breach of this Agreement. Such conduct may include, but is not limited to, maintaining simultaneous long and short positions in the same or similar instruments, including through modified accounts, accounts held with affiliated entities, or linked accounts, with the purpose of manipulating or exploiting the Company's services or benefits.

3.4 The Company reserves the right to modify or amend the Client Agreement and any other documentation or terms governing the relationship between the Client and the Company at any time, without prior notice to the Client. These will come into effect from the date of the amendment and the time that they are inserted into the Website.

3.5 The Company prohibits client inter alia from:

- Exploiting system errors: Taking advantage of price glitches, delays, or technical bugs.
- Arbitrage abuse: Using price differences caused by platform delays (not real market inefficiencies).
- High-frequency manipulation: Placing and canceling many orders rapidly to manipulate prices.
- Insider or unfair advantage trading: Using information or tools not available to other users.
- Bonus abuse: Misusing promotions or bonuses in ways not intended by the company.
- Trading outside market conditions: Executing trades at unrealistic or off-market prices due to system issues.

### **4. Risk Acknowledgment**

4.1 The Client confirms that he/she understands and accepts that trading in both leveraged and non-leveraged financial instruments:

- is highly speculative in nature;
- carries a high level of risk; and
- is appropriate only for individuals who can afford substantial losses, including losses that may exceed their initial margin when trading on leverage.

4.2 The Client agrees to use the Website and its services at their own risk. The services are intended only for individuals who:

- fully understand the risks involved in financial markets;
- have experience in managing such risks; and
- can afford to lose all invested funds and potentially more.

There is a real possibility of losing the entire investment, so Clients should not invest money they cannot afford to lose. If unsure, Clients are advised to seek independent financial advice before trading.

## **5. Use of Information and Conduct**

The Client agrees to use any information obtained through the Company's systems solely for executing transactions via the Company's platform. The Client must not use the Website or its services for any unlawful, abusive, harmful, defamatory, offensive, or otherwise inappropriate purposes, including actions that violate the privacy or rights of others.

## **6. Termination of Services & Right to refuse**

6.1 The Company reserves the right to terminate this Agreement immediately, if it believes that the Client has provided inaccurate or outdated information, failed to comply with the Agreement, or misused the trading platform (including trading outside market conditions). In such cases, the Client must immediately stop using the services.

In addition, the Company will proceed with immediate termination in the following cases:

- i. The death of the Client;
- ii. If any application, order, meeting, resolution, or proceeding related to the Client's bankruptcy, winding-up, or similar measures is made or initiated;
- iii. If termination is required by any competent regulatory authority or governing body;
- iv. If the Client breaches any provision of the Agreement and, in the Company's opinion, the Agreement can no longer be performed;
- v. If the Client violates any applicable law or regulation, including but not limited to those concerning exchange control or registration requirements;
- vi. If the Client directly or indirectly involves the Company in any form of fraud.

The Company may, at its discretion and with or without notice, suspend access to services, close open transactions, and delete any related data or content.

6.2 In the event that a Client is found to be performing abusive trading (i.e. trading behavior that takes unfair advantage of a platform, market conditions, or system weaknesses in a way that violates the Company's rules or disrupts fair trading), the Company retains the right to immediately terminate the business relationship with this Client, suspend the trading account and initiate the required investigation. Any profits will not be returned and a fee of 500 USD/ EUR

(depending on account's base currency) will be charged to the Client, to cover any costs incurred during the performance of the investigation.

6.3 The Company may, at its sole discretion, refuse or cancel services and/or withhold profits for valid reasons, including but not limited to:

- suspected illegal activity;
- potential regulatory, financial, or tax-related risks;
- violations of this Agreement.

6.4 Client-Initiated Termination: The Client may terminate this Agreement by providing the Company with at least seven (7) days' written notice, stating the intended termination date. In such cases, all of the Client's Open Positions must be closed by the termination date. The notice period will begin on the date the Company receives the Client's written notice.

6.5 Company-Initiated Termination (other than immediate termination): The Company may terminate this Agreement by giving the Client at least seven (7) days' written notice, specifying the termination date.

6.6 Effects of Termination: Termination of this Agreement shall not affect any rights that have already arisen, existing obligations, or any provisions intended to remain in force after termination. Upon termination, the Client shall be liable for:

- i. Any outstanding fees or other amounts payable to the Company;
- ii. Any costs or additional expenses incurred by the Company as a result of the termination;
- iii. Any damages arising from the handling or settlement of pending obligations.

## **7. Anti-Money Laundering Provisions**

7.1 The Company enforces a strong regulatory mechanism for prevention of money laundering and terrorist financing. To this extent, the Company applies certain measures to prevent and eliminate such instances. Clients are requested to be at all times cooperative enabling the Company to complete required procedures and checks.

7.2 The Company may request the Client to provide information regarding the source of funds used for investment. This may require submitting supporting documentation to verify the origin of the funds.

7.3 As part of these measures, if a Client maintains an account using telegraphic deposits (transactions through the SWIFT network), any winnings will be credited only to the original bank account holder. The Client is responsible for ensuring that the account number and the registered name of the account owner are correctly provided to the Company for such transfers.

7.4 The Company may, at its sole discretion, require the Client to provide additional proof of identity at any time. This may depend on the Client's classification or other verification needs. The Company may also suspend the Client's account until it receives satisfactory verification.

7.5 If a Client funds the account using a credit or debit card, winnings will be distributed only to the person whose name appears on the card used for the deposit. Refunds will also be returned exclusively to the same card.

## 8. Clients' Funds

8.1 Clients Funds are to be kept with well rated banking institutions in order to ensure that these funds are well protected at all times. The Client may fund their trading account at any time during the business relationship. Deposits must be made in currencies accepted by the Company. Cash deposits are not permitted. The Company may request supporting documentation to verify the source of deposited funds. The Company reserves the right to reject deposits if it deems the submitted documentation insufficient to confirm the legality of the funds. Deposit or withdrawal requests may also be refused if the Client's personal information (e.g., passport/ID, email, phone number, address) has not been verified.

8.2 Any profits generated from the Client's trading activity will be added to the Client's trading account. Any losses incurred will be deducted from the Client's account and available funds.

8.3 The Company keeps separate accounting records for Client and Company funds. Client funds may be held with a bank, intermediary broker, or clearing house ("third party"). In the event of a third party's insolvency or bankruptcy, the Company may submit a claim, but any funds recovered may be insufficient to cover all Client claims. The Company is not responsible or liable for any losses arising from such events.

8.4 The Client agrees to waive any entitlement to interest earned on funds held in the Bank Account(s) used for deposits. The Company may use such interest to cover administrative costs, registration fees, or other expenses related to maintaining the Bank Account(s).

8.5 Margin Requirements: If the available margin on the Client's account is insufficient to meet the margin requirements, the Client must either reduce the volume or value of positions, or deposit additional funds to the account.

8.6 Promotions, Bonuses, and Benefits: Any promotions, bonuses, rebates, or trading benefits are for trading purposes only and are not withdrawable unless the Company provides prior written notice that a bonus may be withdrawn. Each promotional offer has specific terms and conditions, which the Client must review before participation.

8.7 The Company will process withdrawal or refund requests once submitted, provided the following conditions are met:

1. Withdrawable funds are not required to cover margin obligations. Available free margin must exceed the withdrawal amount plus applicable fees, and the withdrawal will not trigger a Margin Call.
2. Funds will be returned to the original deposit source (e.g., bank account or payment method). In exceptional cases, funds may be sent to a verified Client-owned bank account, subject to supporting documentation.

Transfers may be delayed due to third-party payment processors. The Company is not responsible for such delays. Withdrawals to anonymous accounts are prohibited. Withdrawal fees apply. Fees from third-party providers will be borne by the Company, but the Company may debit the Client's account for applicable charges. Errors caused by incorrect instructions from the Client will be the Client's responsibility.

The Company may refuse specific withdrawal methods and suggest alternatives, requiring the Client to submit a new request. Funds will generally be sent in the currency of the original deposit. Profit withdrawals will be returned to the original funding method.

8.8 Internal transfers are permitted only between accounts of the same Client and will be processed according to Company's Policies. The Company reserves the right to decline any internal transfer request.

8.9 In the event of a chargeback from a credit card issuer or other payment method, the Company may immediately freeze the Client's account, prohibit further deposits, decline orders, delay or refuse withdrawals, close open positions, charge the account for the disputed amount and related costs, terminate this Agreement, and/or take any other actions permitted by applicable law.

## **9. Fees & Commissions**

### **9.1 Inactivity Fees**

If a Client's trading account is inactive for one (1) month ("Inactivity Period") and for each subsequent Inactivity Period, an inactivity fee will be deducted from the Client's account as follows:

- Months 1–11 of Inactivity:
  - USD Accounts: \$50 per month
  - EUR Accounts: €50 per month
- 12th Month of Inactivity:
  - USD Accounts: \$500
  - EUR Accounts: €500

After the 12<sup>th</sup> month, this cycle repeats: 11 months of \$50 / €50 per month, followed by the 12th month fee of \$500 / €500, and so on for each year the account remains inactive.

The inactivity fee applies only to Clients who have no open positions and have not executed any trades for one month from the date the last position was closed.

### **9.2 Custody Inactivity Fee**

In addition to the standard inactivity fees, the Company will charge a custody inactivity fee on the 12<sup>th</sup> month of inactivity for any account with an available balance of USD \$2,000 / EUR €2,000 and above.

- This fee is intended to cover costs associated with safeguarding Client funds.
- The fee is calculated as 5% of the available balance (e.g., an account with \$2,000 available will be charged \$100).
- The custody inactivity fee will be applied every 12 months as long as the account remains inactive.

The fee applies only to Clients who have no open positions and have not traded for one month from the date the last position was closed. Fees will stop immediately once the account is no longer inactive, for example, following a new trade. Deductions will continue until the account balance reaches zero. No fees will be charged if the account has a zero available balance. Accounts with a zero free balance may also be subject to closure.

### 9.3 Administration / Maintenance Fee

If a Client's trading account remains inactive for 12 consecutive months ("Annual Inactivity Period"), an administration fee will be deducted from the account's available balance.

- This fee is intended to cover the costs of maintaining the account and providing services, even if the account is not actively used.
- The fee amount is based on the account's currency:
  - USD Accounts: \$100
  - EUR Accounts: €100

### 9.4 Spread

The Client acknowledges and agrees that, for each Rollover, the Company will apply interest adjustments to the relevant assets, which may include a spread.

- Share CFD Transactions are subject to a daily credit or debit, depending on the Client's position (Long or Short).
- This is calculated based on the interbank interest rate of the currency in which the underlying share is traded, plus a mark-up spread applied by the Company.

### 9.5 Swaps

The Client acknowledges and agrees that swap fees will apply under the following conditions:

- Swap costs or revenues are not applied to positions closed on the same day.
- Swap rates apply only to positions open at the end of the trading day.
- Positions held overnight on Thursdays incur a 3-day swap to account for the weekend (Forex markets value weekends as +2 days).
- On all other days, the swap is applied as a 1-day fee or credit.

### 9.6 Currency Conversions

For trades executed in a currency different from the Client's trading account currency, the Company will charge a Currency Conversion Fee:

- The fee is 1.2% of the trade's realized profit or loss.
- It will be automatically deducted from the Client's trading account after closing the position.
- By trading, the Client authorizes the Company to deduct this fee from their account.

## 10. Use of the Trading Platform & Trading Account

10.1 The Client is granted a limited, revocable, personal, non-exclusive, non-transferable, and non-sublicensable right to install and use the Trading Platform on their device for the sole purpose of accessing the services described in this Agreement. The Company reserves the right, at its sole discretion, to restrict or terminate access to the Trading Platform or any part of it to ensure operational efficiency or to protect the Company's and Clients' interests. In such cases, the Company may close any or all of the Client's trading accounts.

10.2 The Client agrees to keep all access codes confidential and not disclose them to any third party. The Client is responsible for all Orders, deposits, and other actions executed using their access codes. Any unauthorized access or misuse of the Trading Platform is prohibited, and the Client remains liable for any resulting losses. The Client must avoid any actions that could enable unauthorized access to the Platform.

10.3 The Client shall not use the Trading Platform in any abusive or illegal manner, including but not limited to:

- Lag trading, server latency manipulation, price or time manipulation.
- Any practice the Company deems inappropriate, unfair, or giving an undue advantage.
- Use of automatic or algorithmic trading software, expert advisors, auto-clickers, or similar tools that interfere with normal trading operations.
- Holding both long and short positions in the same or similar instruments across multiple accounts to manipulate outcomes.

In such cases, the Company may, at its discretion: reverse trades, close positions, terminate accounts, terminate this Agreement immediately, or take any other action it deems appropriate.

10.4 The Company is not responsible for unauthorized access or loss of information, including electronic communications and personal data transmitted via the Internet, networks, or other electronic means.

10.5 Client Responsibilities:

- No third party may act on behalf of the Client.
- Orders may be executed only through the Trading Platform, unless the Company accepts instructions via phone or in person at its discretion and in line with the Company's internal procedures.
- The Client is responsible for ensuring that Orders are accurate and logical. Orders are irrevocable once submitted unless the Company provides written consent.

10.6 The Client may submit the following Orders:

- OPEN – to open a position
- CLOSE – to close a position
- Add, remove, or modify Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop

Any other types of Orders are automatically rejected. Once confirmed, Open or Closed Positions cannot be cancelled.

10.7 Orders are executed strictly based on timing and sequence. The Company is not responsible for verifying the logic or accuracy of an Order. Electronic Orders submitted through channels other than the Trading Platform may be processed at the Company's discretion.

10.8 Telephone or In-Person Orders may be accepted only if the Company is satisfied with the Client's identity and clarity of instructions. Orders received this way will be transmitted to the Trading Platform and processed as if entered by the Client directly. The Company is not liable for misinterpretation or technical failures.

10.9 The Company may close any transaction without prior notice in the following circumstances:

- Upon expiry of the underlying asset or contract
- Force majeure events
- Client default
- Corporate actions affecting the asset
- Suspected breach of the Agreement
- Regulatory or legal instructions

If trading in a financial instrument is suspended, the Company may determine the Closing Time and price based on the last traded value. For CFDs, the Company may terminate the contract and adjust margin requirements.

10.10 The Company may adjust the leverage ratio at its discretion, including increasing margin requirements for market events or news that may significantly impact instrument prices. Clients may request leverage changes, which will recalculate margin requirements for all positions.

10.11 The Company may adjust spreads on financial instruments depending on market conditions. Relevant details are provided in the Company's Trading Conditions.

10.12 Futures Rollovers:

- Futures not closed at expiration will be automatically rolled over to the next contract.
- Associated Stop Loss and Take Profit orders will be adjusted proportionally; pending orders (Buy/Sell Limits or Stops) will be cancelled at the rollover date.

10.13 The Company is not obligated to monitor or notify the Client of transactions or to close positions. Any discretionary action by the Company does not constitute an ongoing obligation.

10.14 The Company may suspend, freeze, or close positions and revise executed transactions, in the event of:

- Force majeure
- Hacker attacks or illegal actions on the Trading Platform or Company systems
- Market or underlying asset suspensions

10.15 Certain Trading Platform Limitations apply. In particular:

- The Company is not responsible for Internet, electricity, or network failures.
- During such failures, the Client may provide verbal instructions via phone, but the Company may decline instructions if identity cannot be verified, the line quality is poor, or the transaction is complex.
- Functionality may vary between the downloadable, web, and mobile platforms. The Company is not liable for delays, errors, or inaccurate information transmitted electronically.

10.16 A Single Account Rule applies. Clients may not maintain multiple accounts to gain unfair advantages or duplicate trading benefits. Violation may result in:

- Reversal of trades
- Closure of positions or accounts
- Denial of benefits or trading offers
- Termination of this Agreement

10.17 Any benefits provided may be removed from the Client's account at any time, including immediately before fulfilling a withdrawal request, as the benefit is considered realized.

## **11. Refusal to Execute Orders**

11.1 The Company retains the right to refuse to execute or suspend or cancel any order, at its sole discretion and without giving any justification nor prior notice to the Client. This can arise in the following instances (non-exhaustive list):

### **I. Market Manipulation or Illegal Activity:**

- If the Company reasonably believes that the Order is intended, or may be intended, to manipulate the market of the Financial Instruments.
- If the Order involves abusive use of confidential information (insider trading).
- If the Order contributes to money laundering or any illegal activity.
- If the Order could adversely affect the reliability or smooth operation of the Electronic Trading Platform.

### **II. Insufficient Funds:**

- If the Order involves the purchase of any Financial Instrument, but there are no cleared funds available in the Client's account or Bank Account to cover the purchase price and all associated charges of the Trading Platform.
- In calculating available funds, the Company will deduct any amounts required to fulfil existing obligations, including funds reserved for other pending purchase Orders.

### **III. Telephone Orders:**

- The Company may refuse to execute transactions submitted via telephone if the Client's instructions are unclear or incomplete.
- Only the following operations are accepted via telephone: opening a position, closing a position, or changing/removing orders.

The Company is not required to provide reasons for suspending, declining, or cancelling any Orders. Any such cancellation does not affect:

- The Client's obligations to the Company, or
- Any rights the Company may have against the Client or their assets.

## 11.2 Order Placement, Validity, and Trading Restrictions

- Orders can be placed, executed, modified, or removed only during the official trading hours and remain effective until the next trading session.
- Each Order is valid according to its type and specified validity period. If no validity period is specified, the Order will remain valid for one (1) year from the date of placement.
- The Company reserves the right, at its sole discretion, to restrict trading in any currency pairs up to two (2) minutes before and after major news events, such as breaking news or economic indicator releases.

## 11.3 Client Representations

The Client agrees not to knowingly submit any Order or instruction that could cause the Company to act in ways described under the trading restrictions above.

## 11.4 Settlement of Transactions

All transactions are settled immediately upon execution unless otherwise specified.

## 12. Limitation of Liability & Indemnification

12.1 The Company is not responsible for any losses unless they are directly caused by its gross negligence, intentional misconduct, or fraud while acting on the Client's instructions.

12.2 The Company is not liable for losses caused by third parties (such as banks or payment providers), provided it exercised reasonable care in selecting them.

12.3 The Company and its affiliates, employees, or partners are not liable for indirect or consequential damages, including loss of profits, data, or usage, arising from the use of services, delays, or inability to execute transactions—regardless of whether such losses were foreseeable.

12.4 The Company is not responsible for technical issues such as failures in communication networks, servers, software, hardware, or internet congestion that may affect access to services.

12.5 The Client acknowledges and agrees that they are solely responsible and liable for all actions and Orders executed in their account, including the settlement of any Transaction. This applies whether the actions are performed:

- Directly by the Client,
- Through written authorization to a third party,
- By any person who has gained access to the Client's account, or
- By Company employees executing the Client's Orders.

The Client further agrees that neither the Company, its employees, nor any person acting on its behalf shall be liable for any outcomes or consequences arising from these actions or Orders.

12.6 The Client is responsible for ensuring exclusive control over their account and that no minors are permitted to trade. The Client remains fully liable for:

- All positions traded in their account, and

- Any credit card or other payment transactions made on their account.

The Client agrees to indemnify the Company for any costs, losses, or damages—direct or indirect—arising from their failure to properly execute or settle any transaction.

12.7 The Client agrees to indemnify and hold harmless the Company, including its officers, directors, employees, and agents, from any claims, liabilities, damages, losses, or expenses (including reasonable attorney’s fees) resulting from:

- Any Transaction related to the Client’s access to or use of the Website or Services,
- Any violation by the Client of the terms of this Agreement, or
- Any breach of applicable laws governing the Client.