

U E X O

Beyond Boundaries



## INTRODUCTION AND PREAMBLE

This Master Client Agreement (the “**Agreement**”) governs the legal relationship between **UEXO Global Ltd**, a company duly incorporated in the Republic of Mauritius and licensed and regulated by the **Financial Services Commission of Mauritius** (the “**Company**”), and the person or entity entering into this Agreement (the “**Client**”).

**UEXO Global Ltd.** has a global business license, which is registered in Mauritius under the registration number 179291. UEXO Global Ltd is licensed and authorized by the Mauritius Financial Services Commission (FSC) with regulatory license number GB21026300. The registered office of UEXO Global Ltd is 12th Floor, Hennessy Court, Pope Hennessy Street, Port Louis, Mauritius 72201.

This Agreement sets out the terms and conditions upon which the Company maintains one or more **Accounts** for the Client and provides trading and related services to the Client (the “**Services**”), including the acceptance, transmission and execution of **Orders**, the entry into **Transactions**, the opening and maintenance of **Positions**, and all related **Determinations**, **Adjustments** and risk management actions, in accordance with this Agreement and **Applicable Regulations**.

The Services are provided strictly on an **execution-only, non-advisory basis**. The Company does not provide investment advice, portfolio management, fiduciary services, recommendations, or any assessment of suitability or appropriateness, except where expressly required by Applicable Regulations.

This Agreement constitutes a **legally binding contract** between the Company and the Client. By submitting an application, opening or maintaining an Account, placing an Order, entering into a Transaction, maintaining a Position, or otherwise using the Services, the Client confirms that it has read, understood and agreed to be bound by this Agreement, as amended from time to time.

The Client acknowledges that trading in leveraged over-the-counter derivative products involves a **high degree of risk**, including the risk of losses exceeding amounts deposited in the Account, and that such products may not be suitable for all clients. The Client further acknowledges that this Agreement reflects a **commercial allocation of risk** between the parties, under which the Client assumes responsibility for trading decisions, market exposure, execution outcomes, pricing, liquidity conditions, and all risks associated with Errors, Adjustments and Determinations made in accordance with this Agreement and Applicable Regulations.

This Agreement is governed by the laws of the Republic of Mauritius and applies irrespective of the Client’s place of residence, incorporation or location. Where the Client accesses the Services from outside Mauritius, the Client confirms that it does so on its own initiative and acknowledges that regulatory protections and supervisory regimes may differ from those applicable in its home jurisdiction, subject always to Applicable Regulations.

Capitalised terms used in this Agreement shall have the meanings given to them in **Section 1 (Definitions and Interpretation)** unless the context otherwise requires.

## **SECTION 1 – DEFINITIONS, INTERPRETATION, CONTRACTUAL FRAMEWORK, REGULATORY RELIANCE, ERRORS, DETERMINATIONS AND EVIDENCE**

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### **1.1 Status, Nature and Legal Effect of this Agreement**

1.1.1 This Agreement constitutes a **legally binding master client agreement** governing the entire relationship between the Company and the Client and applies to **all present and future dealings** between them, whether arising before or after the date on which the Client accepts this Agreement.

1.1.2 This Agreement governs, without limitation:

- (a) the opening, maintenance, operation, restriction, suspension and closure of any Account;
- (b) the provision of execution-only trading services in Contracts for Difference (“CFDs”) and any other leveraged or derivative products offered by the Company;
- (c) all Orders, Transactions, Positions, Margin obligations, deposits, withdrawals, transfers, conversions and instructions;
- (d) the Trading Platform, pricing methodology, execution arrangements, liquidity access, market data and any ancillary or related services;
- (e) all communications, confirmations, statements, notices, disclosures and records.

1.1.3 This Agreement applies **on a continuing basis** and governs each Transaction individually and cumulatively, and no Transaction shall give rise to any separate agreement unless expressly agreed in writing.

1.1.4 This Agreement is drafted to allocate **regulatory, market, liquidity, operational, technological, pricing, execution, credit, legal and insolvency risk** in a manner consistent with:

- (a) Applicable Regulations;
- (b) the Company’s licence conditions and supervisory obligations;
- (c) the Company’s execution, pricing, risk-management and business model.

1.1.5 Non-consumer, contract; regulatory override.

This Agreement is not individually negotiated and reflects a commercial allocation of risk between the Parties. It is entered into on the basis that the Client has had the opportunity to obtain independent legal, tax and financial advice and either understands, or has elected not to seek further clarification of, its terms. Nothing in this Agreement shall exclude or limit any rights or protections which the Client may have under Applicable Regulations that cannot lawfully be excluded or limited.

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### **1.2 Definitions**

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set out below. Defined terms apply throughout this Agreement, all schedules, appendices, platform rules, policies and documents incorporated by reference.

**“Account”**

means any trading, margin, wallet, omnibus, pooled, sub-account or other account maintained by the Company for the Client, including any account linked by ownership, control, Authorised Persons or common risk exposure.

**“Adjustment”**

Adjustment’ means any correction, amendment, restatement, reversal, rebooking, repricing, reallocation, cancellation or modification applied by the Company to any Order, Transaction, Position, Price, Margin, Equity, balance, fee, financing charge, statement or record, where the Company, acting reasonably and in good faith, determines that such action is necessary to reflect Applicable Regulations, market conditions, a Manifest Error, system or feed malfunction, or to correct an obvious mistake or omission

**“Applicable Regulations”**

means all applicable laws, regulations, rules, directives, circulars, guidance, sanctions regimes, binding supervisory expectations and licence conditions applicable to the Company, including those issued by the Financial Services Commission of Mauritius, and any law applicable to the Client relationship.

**“Authorised Person”**

means any individual authorised, permitted or enabled (expressly or implicitly) by the Client to access, operate or instruct on an Account, including via credentials, devices or access methods used by the Client.

**“Calculation Agent”**

means the Company acting as the **sole authority** for all Determinations under this Agreement.

**“Determination”**

means any decision, assessment, calculation, valuation, classification, designation, correction, Adjustment, interpretation, exercise of discretion, selection of methodology, selection of pricing source or timing determination made by the Company under or in connection with this Agreement.

**“Error”**

means any error, omission, inaccuracy, defect, delay or irregularity, whether manifest or latent, arising from human action, systems, algorithms, pricing feeds, liquidity

providers, execution venues, connectivity, third-party services, data latency, market disruption or any other cause, including incorrect Prices, misquotes, stale prices, incorrect calculations, incorrect Margin, incorrect financing, incorrect statements, platform malfunction or transmission failure.

### **“Manifest Error”**

means an Error that is objectively verifiable or which the Company reasonably determines to be clearly incorrect having regard to market data, liquidity conditions, execution data, system logs or audit trails, whether identified before or after execution, settlement or withdrawal.

### **“Price”**

means any quoted, indicative, derived or executed price, spread, mark-up, rate or level, whether firm or non-firm, and whether subject to later correction or Adjustment.

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## **1.3 Interpretation and Construction**

1.3.1 This Agreement shall be interpreted:

- (a) to give effect to its **commercial and regulatory purpose**;
- (b) consistently with the Company’s regulatory obligations and risk framework;
- (c) **without application of any rule of construction** that would interpret ambiguity against the Company as drafter.

1.3.2 Headings are for convenience only and do not affect interpretation.

1.3.3 References to statutes include amendments, replacements and re-enactments.

1.3.4 Words importing the singular include the plural and vice versa.

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## **1.4 Regulatory Reliance and Supervisory Priority**

1.4.1 The Client acknowledges that the Company enters into and maintains this Agreement **in reliance on the Client’s representations, acknowledgements and undertakings**, and that such reliance is a **regulatory necessity**, not merely a contractual convenience.

1.4.2 The Client further acknowledges that the Company must retain discretion, finality and correction rights in order to comply with Applicable Regulations and supervisory expectations.

1.4.3 Any action taken by the Company in good faith to comply with Applicable Regulations or supervisory expectations (whether written or unwritten) shall **not give rise to liability**, even if such action is later deemed unnecessary, excessive or incorrect, to the fullest extent permitted by Applicable Regulations.

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## 1.5 Errors, Corrections and Adjustments

1.5.1 The Client acknowledges and agrees that Errors may occur notwithstanding reasonable systems, controls and procedures, and that certain Errors may not be identifiable until after execution, settlement, reporting or withdrawal.

1.5.2 Where the Company identifies an Error or Manifest Error, the Company may, **at its sole and absolute discretion and without prior notice**:

- (a) correct, amend or restate any Price, spread, mark-up or execution level;
- (b) cancel, void, reverse, rebook or reprice any Order, Transaction or Position;
- (c) adjust profits, losses, balances, Margin, Equity, fees or financing charges;
- (d) reallocate credits or debits between Accounts;
- (e) Close-Out Positions where necessary to manage risk.

1.5.3 Adjustments may be applied **retrospectively**, including after execution, settlement, withdrawal or Account closure, to the fullest extent permitted by Applicable Regulations.

1.5.4 The Client expressly agrees that:

- (a) the correction of an Error does **not** constitute a breach of contract, negligence or wrongdoing;
- (b) execution confirmations do **not** constitute confirmation of correctness or finality;
- (c) the Client irrevocably waives any claim arising from any Error or Adjustment, except where such waiver is prohibited by Applicable Regulations.

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## 1.6 Determinations, Discretion and Finality

1.6.1 The Company acts as the Calculation Agent and may make Determinations in its sole discretion, exercised consistently with Applicable Regulations and its risk-management obligations.

1.6.2 Any Determination made by the Company shall, **in the absence of manifest bad faith**, be **final, binding and conclusive** on the Client.

1.6.3 The Client irrevocably waives any right to challenge any Determination on the basis that a different methodology, pricing source, execution venue, timing or calculation approach could have been used.

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## 1.7 Evidentiary Supremacy

1.7.1 The Company's records, including platform logs, server logs, liquidity provider records, execution venue records, audit trails, order books, pricing feeds, call

recordings, chat logs, emails, statements and internal systems, constitute **prima facie and, where permitted by law, conclusive evidence** of the matters recorded.

1.7.2 In the event of conflict between Client-side records (including screenshots, device logs or third-party data) and the Company's records, the Company's records shall prevail.

1.7.3 The Client waives any objection to the admissibility, authenticity or evidentiary weight of the Company's records, to the fullest extent permitted by Applicable Regulations.

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## **1.8 Entire Agreement; Non-Reliance**

1.8.1 This Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior communications, representations or arrangements.

1.8.2 The Client confirms that it has **not relied** on any representation, assurance, forecast or statement not expressly set out in this Agreement.

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## **1.9 Regulatory Override**

1.9.1 If any provision of this Agreement conflicts with Applicable Regulations, the Applicable Regulations shall prevail and the Company may take any action necessary to comply with them without liability.

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## **1.10 Severability and Survival**

1.10.1 If any provision is held invalid or unenforceable, the remainder shall remain in full force and effect.

1.10.2 Provisions relating to Errors, Determinations, evidence, Adjustments, fees, recovery, indemnities, regulatory compliance and governing law survive termination.

### **1.11 Determinations and Errors**

The Client acknowledges that, subject to Applicable Regulations, the Company may make determinations, calculations and Adjustments in relation to Orders, Transactions, Positions, Margin and balances. The Company shall exercise such discretions reasonably, in good faith and in accordance with Applicable Regulations and its internal policies. The Company's records shall, in the absence of manifest error, constitute prima facie evidence of the matters to which they relate

## **SECTION 2 – REGULATORY STATUS, LICENSING SCOPE, CLIENT CLASSIFICATION, REVERSE SOLICITATION AND CROSS-BORDER RISK ALLOCATION**

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### **2.1 Regulatory Status of the Company**

2.1.1 The Company is incorporated in the Republic of Mauritius and is licensed and regulated by the Financial Services Commission of Mauritius (“FSC”) as an **Investment Dealer**, within the scope of its licence and Applicable Regulations.

2.1.2 The Client acknowledges and agrees that:

- (a) the Company’s regulatory authorisation is limited to Mauritius;
- (b) the Company does not represent that it is authorised, licensed, registered or supervised in any other jurisdiction;
- (c) the regulatory protections applicable in Mauritius may differ materially from those applicable in the Client’s jurisdiction.

2.1.3 The Company provides its Services strictly within the scope of its licence and Applicable Regulations and may restrict, modify or terminate Services where required to comply with regulatory or supervisory obligations.

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### **2.2 No Representation of Local Authorisation**

2.2.1 The Company makes no representation that the Services are appropriate, permitted or lawful in any jurisdiction other than Mauritius.

2.2.2 The Client acknowledges that access to the Trading Platform, execution of Transactions or maintenance of an Account does not imply that the Company is authorised or regulated in the Client’s jurisdiction.

2.2.3 Any references to regulatory status, supervision or licensing are limited exclusively to Mauritius unless expressly stated otherwise.

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### **2.3 Reverse Solicitation and Client Initiative**

2.3.1 Where the Client is resident, domiciled or located outside Mauritius, the Client represents, warrants and undertakes that:

- (a) the Client approached the Company **at its own exclusive initiative**;
- (b) no solicitation, inducement, promotion or targeted marketing occurred in the Client’s jurisdiction;
- (c) the Client independently requested the provision of Services.

2.3.2 The Client acknowledges that these confirmations are **material inducements** for the Company to accept the Client and provide Services.

2.3.3 Any breach of this Clause constitutes a material breach entitling the Company to restrict, suspend or terminate Services without liability.

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## **2.4 Cross-Border Legal and Regulatory Responsibility**

2.4.1 The Client is solely responsible for determining whether:

- (a) opening and operating an Account;
- (b) trading CFDs or other products;
- (c) transferring funds to and from the Company; is lawful in the Client's jurisdiction.

2.4.2 The Client is solely responsible for compliance with all applicable local laws, regulations, tax obligations, exchange controls, reporting obligations and disclosure requirements in its jurisdiction.

2.4.3 The Company bears no responsibility or liability for any breach of local laws by the Client.

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## **2.5 Client Classification – Regulatory and Administrative Function Only**

2.5.1 The Company may classify the Client for regulatory, administrative, reporting or operational purposes in accordance with Applicable Regulations.

2.5.2 Client classification is conducted solely for regulatory compliance and **does not**:

- (a) constitute investment advice or a recommendation;
- (b) constitute an assessment of suitability or appropriateness;
- (c) imply that any Transaction or Service is suitable for the Client;
- (d) guarantee the availability of any regulatory protections.

2.5.3 The Client acknowledges that classification may affect leverage limits, margin requirements, disclosures and protections and expressly accepts all consequences arising from its classification.

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## **2.6 Reliance on Client Information**

2.6.1 The Company is entitled to rely conclusively and without independent verification on all information provided by the Client for classification and regulatory purposes.

2.6.2 The Client acknowledges that incorrect, incomplete or outdated information may result in incorrect classification.

2.6.3 The Company shall not be liable for any consequences arising from reliance on Client-provided information.

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## **2.7 Misclassification and Waiver of Claims**

2.7.1 Any misclassification of the Client, whether arising from Client error, omission, change in circumstances, administrative error or regulatory interpretation:

- (a) does not invalidate this Agreement or any Transaction;
- (b) does not give rise to any right to rescind or unwind Transactions;
- (c) does not entitle the Client to retrospective application of regulatory protections;
- (d) does not give rise to liability on the part of the Company.

2.7.2 The Client irrevocably waives any claim arising from misclassification, to the fullest extent permitted by Applicable Regulations.

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## **2.8 Reclassification Rights**

2.8.1 The Company may reclassify the Client at any time, with immediate effect and, where permitted by law, with retrospective effect.

2.8.2 Reclassification may be effected without prior notice where required by Applicable Regulations, supervisory expectations or risk management considerations.

2.8.3 Continued use of the Services following reclassification constitutes acceptance of the revised classification.

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## **2.9 Regulatory Reliance and Supervisory Defence**

2.9.1 The Client acknowledges that the Company must act in accordance with Applicable Regulations and supervisory expectations, including informal guidance, thematic reviews and supervisory communications.

2.9.2 Any action taken by the Company in good faith to comply with regulatory or supervisory requirements shall **not give rise to liability**, even if such action is later deemed unnecessary, excessive or incorrect.

2.9.3 The Company may rely on this Clause as a complete defence to any claim arising from regulatory compliance actions, to the fullest extent permitted by law.

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## **2.10 Evidentiary Authority**

2.10.1 The Company's records regarding Client classification, regulatory assessments and compliance actions constitute **prima facie and, where permitted by law, conclusive evidence** of the matters recorded.

2.10.2 The Client waives any objection to the admissibility or evidentiary weight of such records.

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## **2.11 Survival**

2.11.1 This Section survives termination of this Agreement and continues to apply to all matters arising before or after termination.

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## **SECTION 2A – CROSS-BORDER PROVISION OF SERVICES AND REGULATORY ALLOCATION OF RISK**

### **2A.1 Reverse Solicitation and Client Initiative**

2A.1.1 The Client expressly acknowledges and confirms that it has **approached the Company on its own initiative**, without solicitation, marketing or inducement by the Company in the Client's jurisdiction of residence.

2A.1.2 The Client represents and warrants that it has independently assessed the legality of entering into this Agreement and receiving Services from the Company.

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### **2A.2 No Local Regulatory Representation**

2A.2.1 The Client acknowledges that the Company is **licensed and regulated in Mauritius** and does not represent that it is authorised, licensed or regulated in the Client's jurisdiction.

2A.2.2 The Client confirms that it does not rely on any representation regarding regulatory protections outside those expressly applicable under Mauritian law.

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### **2A.3 Allocation of Regulatory Risk**

2A.3.1 The Client accepts that differences may exist between regulatory regimes and investor protections across jurisdictions.

2A.3.2 The Client expressly agrees that such differences form part of the **commercial risk allocation** agreed between the parties.

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## **2A.4 Waiver of Jurisdictional Objections**

2A.4.1 The Client irrevocably waives any claim that the provision of Services constitutes an unauthorised offering, breach of local law, or regulatory infringement in the Client's jurisdiction.

2A.4.2 The Client agrees not to seek relief, rescission or damages on the basis of alleged regulatory mismatch or absence of local authorisation.

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## **2A.5 Regulatory Good Faith Presumption**

2A.5.1 The Client acknowledges that the Company operates in good faith reliance on its Mauritian regulatory permissions.

2A.5.2 Any action taken by the Company in reliance on its regulatory position shall be deemed commercially reasonable and lawful unless expressly prohibited by Applicable Law.

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## **SECTION 3 – CLIENT REPRESENTATIONS, WARRANTIES, CONTINUING UNDERTAKINGS, REGULATORY RELIANCE, AML / SANCTIONS, FRAUD, MISUSE AND CLAWBACK**

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### **3.1 Capacity, Authority and Binding Effect**

3.1.1 The Client represents and warrants, on a continuing basis, that:

(a) the Client has full legal capacity, power and authority to enter into this Agreement and to perform its obligations hereunder;

(b) where the Client is a legal entity, it is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation;

(c) all corporate, shareholder, partnership or other approvals necessary to enter into and perform this Agreement have been obtained and remain in force;

(d) this Agreement constitutes valid, legal and binding obligations of the Client, enforceable in accordance with its terms.

3.1.2 Each Authorised Person has been duly authorised by the Client to access and operate the Account, place Orders and bind the Client, and the Company may rely conclusively on such authority.

3.1.3 The Client shall be bound by all acts, omissions, Orders and instructions of any Authorised Person, whether or not authorised, negligent, fraudulent or acting outside

the scope of authority.

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### **3.2 Accuracy, Completeness and Continuing Disclosure**

3.2.1 The Client represents and warrants that all information, declarations, documents and statements provided to the Company (whether during onboarding or at any time thereafter) are true, accurate, complete and not misleading.

3.2.2 The Client undertakes to promptly notify the Company of any change in information including, without limitation:

- (a) identity, nationality, residency or address;
- (b) employment, occupation, financial position, creditworthiness or solvency;
- (c) ownership, control, beneficial ownership or Authorised Persons;
- (d) tax residency, FATCA / CRS status or reporting obligations;
- (e) source of funds, source of wealth or expected trading activity;
- (f) sanctions exposure, PEP status or adverse media.

3.2.3 Failure to notify the Company of any material change constitutes a **material breach** of this Agreement.

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### **3.3 Regulatory Reliance and Verification Rights**

3.3.1 The Client shall not use the Account or the Services for any unlawful purpose, including money laundering, terrorist financing, fraud, market abuse, tax evasion, or any activity that would breach Applicable Regulations or international sanctions. The Client shall promptly provide such information and documentation as the Company may reasonably request for KYC/AML/CFT purposes. The Company may, acting reasonably and in good faith, delay, block, freeze or refuse to process any instruction, Transaction or withdrawal where it considers this necessary to comply with Applicable Regulations or any request or requirement of a competent authority or sanctions body.

3.3.1 The Client acknowledges that the Company enters into and maintains this Agreement in reliance on the Client's representations and disclosures as a **regulatory necessity**.

3.3.2 The Company is entitled to rely conclusively on Client-provided information without independent verification.

3.3.3 The Company may, at any time and at its sole discretion, require additional information, documentation or explanations for the purposes of:

- (a) AML / CFT compliance;
- (b) sanctions screening;
- (c) regulatory reporting;

- (d) risk management;
- (e) fraud prevention or investigation.

3.3.4 Pending verification, the Company may restrict, suspend, freeze, refuse withdrawals from, or terminate the Account without liability, to the fullest extent permitted by Applicable Regulations.

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### **3.4 Source of Funds, Source of Wealth and Legitimate Activity**

3.4.1 The Client represents and warrants that all funds, collateral and assets transferred to the Company:

- (a) are derived from lawful sources;
- (b) are not proceeds of crime;
- (c) are not subject to liens, encumbrances or third-party claims;
- (d) are not connected to money laundering, terrorist financing, sanctions evasion or other unlawful activity.

3.4.2 The Client shall indemnify the Company against all losses, penalties, fines, costs and expenses arising from any breach of this Clause or any regulatory action attributable to the Client.

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### **3.5 Sanctions, Restricted Persons and Political Exposure**

3.5.1 The Client represents and warrants that neither the Client nor any beneficial owner, controller or Authorised Person:

- (a) is subject to any sanctions, asset freeze or restrictive measures;
- (b) is owned or controlled by a sanctioned person;
- (c) acts on behalf of or for the benefit of a sanctioned person.

3.5.2 The Client undertakes to immediately notify the Company if any such status arises.

3.5.3 The Company may immediately restrict, suspend or terminate Services, freeze assets and report to competent authorities where sanctions exposure exists, without liability.

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### **3.6 Knowledge, Experience, Independent Decision-Making and No Reliance**

3.6.1 The Client represents and warrants that it possesses sufficient knowledge and experience to understand:

- (a) the nature and risks of CFDs and leveraged trading;
- (b) margin mechanics, volatility, slippage, gapping and liquidation risk;
- (c) the possibility of losses exceeding deposits.

3.6.2 The Client confirms that all trading decisions are made independently and that the Client has not relied on advice, recommendations, signals, analyses or communications from the Company or its staff.

3.6.3 The Client acknowledges that the Company is not acting as a fiduciary, adviser or agent and owes no duty to monitor, warn or advise.

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### **3.7 Continuing Nature and Repetition**

3.7.1 Each representation, warranty and undertaking in this Section is **continuing** and deemed repeated:

- (a) on each Business Day;
- (b) upon each Order, Transaction, deposit, withdrawal request or Account access.

3.7.2 Any representation which becomes untrue constitutes an immediate breach, regardless of the Company's knowledge.

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### **3.8 Fraud, Abuse, Misuse and Retroactive Remedies**

3.8.1 Any fraud, concealment, misrepresentation, manipulation, abusive trading behaviour, misuse of the Trading Platform or breach of this Agreement renders affected Transactions **voidable at the Company's discretion**.

3.8.2 Without limiting any other rights, the Company may:

- (a) cancel, reverse, rebook or Adjust Transactions ab initio;
- (b) Close-Out Positions immediately at its discretion;
- (c) reclaim profits, credits, rebates, incentives or benefits obtained;
- (d) withhold, reverse or claw back withdrawals and transfers;
- (e) recover losses, deficits, costs and damages from the Client.

3.8.3 The Client acknowledges that such remedies may be exercised **retrospectively** and **survive termination**, to the fullest extent permitted by Applicable Regulations.

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### **3.9 Insolvency, Survival and Clawback Defence**

3.9.1 The Client agrees that all obligations, indemnities and remedies under this Section survive insolvency, liquidation, administration or analogous proceedings.

3.9.2 The Company may enforce recovery and clawback rights notwithstanding settlement, lapse of time, termination or insolvency proceedings, to the fullest extent permitted by law.

3.9.3 The Client waives any defence based on settlement finality, limitation periods or insolvency moratoria, except where prohibited by Applicable Regulations.

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### **3.10 Indemnity**

3.10.1 The Client indemnifies and holds harmless the Company and its Affiliates against all losses, liabilities, penalties, fines, costs and expenses (including legal fees) arising from:

- (a) breach of this Section;
  - (b) inaccurate or misleading information provided by the Client;
  - (c) regulatory investigations, audits or enforcement actions attributable to the Client;
  - (d) fraud, misuse, sanctions or AML/CFT exposure caused by the Client.
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### **3.11 Evidentiary Authority**

3.11.1 The Company's records relating to onboarding, classification, AML, sanctions screening, investigations and compliance actions constitute **prima facie and, where permitted by law, conclusive evidence** of the matters recorded.

3.11.2 The Client waives any objection to the admissibility or evidentiary weight of such records.

## **SECTION 4 – CLIENT CLASSIFICATION, APPROPRIATENESS, SUITABILITY DISCLAIMERS, REGULATORY PROTECTIONS AND WAIVERS**

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### **4.1 Regulatory Purpose of Client Classification**

4.1.1 The Client acknowledges and agrees that any classification of the Client by the Company is performed **solely for regulatory, supervisory, administrative and reporting purposes** in accordance with Applicable Regulations.

4.1.2 Client classification does **not** constitute, and shall not be construed as:

- (a) an assessment of suitability or appropriateness;
- (b) an investment recommendation or advice;
- (c) a representation that any Transaction, product or Service is suitable, appropriate or recommended for the Client;
- (d) a guarantee of regulatory protections, leverage limits, disclosures or outcomes.

4.1.3 The Client expressly acknowledges that the responsibility for assessing the suitability, appropriateness and consequences of trading rests **entirely with the Client**.

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## **4.2 No Advisory Relationship; Execution-Only Basis**

4.2.1 All Services are provided on a **strictly execution-only basis**.

4.2.2 The Company does not provide investment advice, portfolio management, discretionary trading, fiduciary services or personalised recommendations unless expressly agreed in writing and permitted by Applicable Regulations.

4.2.3 The Client acknowledges that:

(a) any information, tools, analytics, education, market commentary or communications provided by the Company are **general in nature**;

(b) such information does not take into account the Client's objectives, financial situation or needs;

(c) reliance on such information is at the Client's sole risk.

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## **4.3 Appropriateness Assessments and Regulatory Disclosures**

4.3.1 Where Applicable Regulations require the Company to conduct an appropriateness assessment, the Client acknowledges that:

(a) the assessment is based solely on information provided by the Client;

(b) the assessment is not a guarantee of understanding, experience or suitability;

(c) the outcome of the assessment does not limit the Client's responsibility for trading decisions.

4.3.2 The Company may determine, based on regulatory requirements or internal risk policies, that certain products, leverage levels or Services are restricted or unavailable to the Client.

4.3.3 Any warnings provided as part of an appropriateness assessment do not constitute advice and do not relieve the Client of responsibility for trading decisions.

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## **4.4 Reliance on Client Information and No Verification**

4.4.1 The Client acknowledges that all classification, appropriateness and regulatory determinations are made **in reliance on Client-provided information**.

4.4.2 The Company is not required to verify the accuracy, completeness or continued validity of such information.

4.4.3 The Client bears all consequences arising from inaccurate, incomplete or outdated information, including misclassification or inappropriate access to products.

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#### **4.5 Misclassification and Waiver of Protections**

4.5.1 Any misclassification of the Client, whether arising from Client error, omission, change in circumstances, administrative error or regulatory interpretation:

- (a) does not invalidate this Agreement or any Transaction;
- (b) does not give rise to any right of rescission or unwind;
- (c) does not entitle the Client to retrospective application of regulatory protections;
- (d) does not give rise to liability on the part of the Company.

4.5.2 The Client irrevocably waives any claim arising from misclassification, to the fullest extent permitted by Applicable Regulations.

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#### **4.6 Reclassification Rights**

4.6.1 The Company may reclassify the Client at any time, with immediate effect and, where permitted by law, with retrospective effect.

4.6.2 Reclassification may occur without prior notice where required by Applicable Regulations, supervisory expectations or risk management considerations.

4.6.3 Continued use of the Account or Services following reclassification constitutes acceptance of the revised classification and its consequences.

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#### **4.7 Regulatory Protections and Limitations**

4.7.1 The Client acknowledges that regulatory protections applicable to the Client may be limited, reduced or unavailable depending on:

- (a) Client classification;
- (b) the nature of the product or Service;
- (c) cross-border provision of Services;
- (d) changes in Applicable Regulations.

4.7.2 The Client expressly accepts all consequences arising from reduced or unavailable protections, including higher leverage, reduced disclosures or reduced complaint handling mechanisms, where permitted by Applicable Regulations.

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## 4.8 No Guarantee of Regulatory Outcomes

4.8.1 The Company does not guarantee that any regulatory protection, compensation scheme, complaint mechanism or investor protection regime will apply in any particular circumstance.

4.8.2 The Client acknowledges that regulatory frameworks may change and that such changes may apply immediately and without notice.

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## 4.9 Cross-Reference to Risk Admissions

4.9.1 The Client acknowledges that the risks associated with trading are further described in Section 5 (Risk Admissions) and that Client classification does not mitigate or reduce such risks.

4.9.2 The Client confirms that it has reviewed and understood the risk disclosures and accepts that classification does not imply suitability.

---

## 4.10 Evidentiary Authority

4.10.1 The Company's records relating to Client classification, appropriateness assessments, warnings, disclosures and regulatory communications constitute **prima facie and, where permitted by law, conclusive evidence** of the matters recorded.

4.10.2 The Client waives any objection to the admissibility or evidentiary weight of such records.

---

## 4.11 Survival

4.11.1 This Section survives termination of this Agreement and applies to all matters arising before or after termination.

## **SECTION 5 – RISK ADMISSIONS, COMPREHENSIVE RISK TAXONOMY, ASSUMPTION OF RISK AND WAIVERS**

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### 5.1 Fundamental Risk Acknowledgement

5.1.1 The Client expressly acknowledges, admits and agrees that trading in Contracts for Difference ("CFDs") and other leveraged, derivative or margin-based instruments involves a **high degree of risk** and is **not suitable for all investors**.

5.1.2 The Client acknowledges that CFD trading is **speculative**, involves leverage, and may result in the **rapid loss of some or all invested capital**, including losses exceeding deposits and resulting in a **negative balance**.

5.1.3 The Client confirms that it enters into this Agreement and all Transactions **voluntarily**, fully aware of and accepting the risks described in this Agreement.

---

## **5.2 Market Risk and Price Volatility**

5.2.1 The Client acknowledges that financial markets may be volatile, illiquid or disrupted and that Prices may move rapidly and unpredictably.

5.2.2 The Client accepts that Prices may gap, spike, widen or become unavailable due to, without limitation:

- (a) macroeconomic events;
- (b) political developments;
- (c) central bank decisions;
- (d) market openings or closings;
- (e) thin liquidity or one-sided markets;
- (f) extraordinary market conditions.

5.2.3 The Client acknowledges that such movements may occur **without warning** and may prevent execution at expected or requested prices.

---

## **5.3 Liquidity Risk and Execution Risk**

5.3.1 The Client acknowledges that liquidity may be limited or unavailable in certain market conditions.

5.3.2 The Client accepts that Orders may be executed partially, at different prices, with slippage, or not executed at all due to liquidity constraints.

5.3.3 The Company does not guarantee execution at any particular Price, level or time.

5.3.4 The Client expressly accepts all risks arising from liquidity limitations, including execution delays, slippage, partial fills or rejection of Orders.

---

## **5.4 Leverage, Margin and Close-Out Risk**

5.4.1 The Client acknowledges that leverage magnifies both gains and losses.

5.4.2 Small market movements may result in disproportionate losses relative to deposited funds.

5.4.3 The Client acknowledges that Margin requirements may change at any time and that failure to maintain required Margin may result in **immediate Close-Out** without notice.

5.4.4 The Company is not obliged to issue margin calls, warnings or notifications prior to Close-Out.

#### Margin, Close-Out and Negative Balances

(a) The Client shall maintain sufficient Margin in the Account at all times to support open Positions in accordance with the Margin requirements published by the Company and updated from time to time.

(b) If Margin falls below the required level or close-out level, the Company may, at its discretion and without prior notice, close out all or any part of the Client's open Positions in order to limit further risk to the Client or the Company.

(c) Unless the Company has expressly granted negative balance protection to the Client in writing, the Client remains liable for any deficit on the Account following the closure of Positions, and any negative balance shall be payable on demand

---

### 5.5 Stop-Loss, Take-Profit and Conditional Orders

5.5.1 The Client acknowledges that stop-loss, take-profit, limit, trailing stop and other conditional Orders are **not guaranteed**.

5.5.2 Such Orders may be executed at worse prices than specified or may not be executed at all due to gapping, volatility or liquidity conditions.

5.5.3 The Client expressly waives any claim arising from the non-execution or adverse execution of conditional Orders.

---

### 5.6 Technology, Platform and Connectivity Risk

5.6.1 The Client acknowledges that the Trading Platform and all related systems are provided on an **"as is" and "as available"** basis.

5.6.2 The Client accepts the risk of:

- (a) platform outages;
- (b) system delays or failures;
- (c) data feed interruptions;
- (d) connectivity issues;
- (e) hardware or software malfunctions;
- (f) cyber incidents.

5.6.3 The Company bears no liability for losses arising from such events to the fullest extent permitted by Applicable Regulations.

---

### 5.7 Third-Party Risk

5.7.1 The Client acknowledges that the Company relies on third parties, including liquidity providers, execution venues, data providers, banks, payment service providers and technology vendors.

5.7.2 Failures, delays or insolvency of such third parties may affect execution, pricing, fund transfers or platform availability.

5.7.3 The Client accepts all risks arising from third-party dependencies and waives claims against the Company in respect thereof, except where prohibited by law.

---

## **5.8 Regulatory and Legal Risk**

5.8.1 The Client acknowledges that Applicable Regulations may change, be reinterpreted or enforced differently over time.

5.8.2 Regulatory changes may affect:

- (a) available products;
- (b) leverage limits;
- (c) margin requirements;
- (d) trading conditions;
- (e) Client protections.

5.8.3 The Company may implement such changes immediately and without notice, and the Client accepts all consequences thereof.

---

## **5.9 Cross-Border and Jurisdictional Risk**

5.9.1 Where the Client accesses Services cross-border, the Client acknowledges that:

- (a) regulatory protections may be reduced or unavailable;
- (b) enforcement rights may be limited;
- (c) dispute resolution may occur in foreign jurisdictions.

5.9.2 The Client accepts all cross-border risks and waives claims arising from such limitations.

---

## **5.10 Operational and Communication Risk**

5.10.1 The Client acknowledges that delays or failures in communication may occur.

5.10.2 The Company is not responsible for losses arising from delayed, misdirected or failed communications to the fullest extent permitted by law.

---

## **5.11 Psychological and Behavioural Risk**

5.11.1 The Client acknowledges that trading may be emotionally demanding and may impair judgement.

5.11.2 The Client accepts that stress, fatigue, cognitive bias or emotional reactions may result in poor decision-making.

5.11.3 The Company bears no responsibility for such behavioural factors.

---

## **5.12 No Guarantee of Profits or Performance**

5.12.1 The Company makes no representation or guarantee regarding profits, performance or outcomes.

5.12.2 Past performance is not indicative of future results.

---

## **5.13 Repetition and Continuing Nature**

5.13.1 Each risk acknowledgement, admission and assumption in this Section is **continuing** and deemed repeated:

- (a) upon each login to the Trading Platform;
- (b) upon each Order or Transaction;
- (c) upon each deposit or withdrawal.

5.13.2 The Client acknowledges that continued trading constitutes ongoing acceptance of these risks.

---

## **5.14 Waiver and Release**

5.14.1 To the fullest extent permitted by Applicable Regulations, the Client irrevocably waives, releases and discharges the Company from all claims, liabilities and losses arising from the risks described in this Section.

5.14.2 This waiver applies regardless of foreseeability, market conditions or the Client's expectations.

---

## **5.15 Survival**

5.15.1 This Section survives termination of this Agreement and continues to apply to all Transactions entered into before or after termination.

## **SECTION 6 – ORDERS, ORDER TYPES, ORDER LIFECYCLE, AMENDMENTS, CANCELLATIONS AND CLIENT RESPONSIBILITY**

---

## 6.1 General Principles Governing Orders

6.1.1 All Orders are accepted and executed on an **execution-only basis**, subject to this Agreement, Applicable Regulations, market conditions, liquidity availability and the Company's internal risk controls.

6.1.2 The submission of an Order by the Client constitutes a **binding instruction**, whether submitted electronically, via the Trading Platform, API, or any other method made available by the Company.

6.1.3 The Company has **no obligation** to accept, execute, prioritise or maintain any Order and may refuse or cancel Orders at its sole discretion, including for regulatory, risk management, liquidity or operational reasons.

6.1.4 The Client acknowledges that **no Order is final, binding or irrevocable** until execution is confirmed by the Company and remains subject to correction, Adjustment or cancellation in accordance with this Agreement.

---

## 6.2 Order Submission and Validity

6.2.1 Orders may be submitted only through approved channels and in accordance with platform rules and technical specifications.

6.2.2 The Company may impose minimum or maximum Order sizes, quantity limits, exposure limits, or other constraints at any time.

6.2.3 Orders that do not comply with platform requirements, margin requirements or Applicable Regulations may be rejected without notice.

6.2.4 The Company is not responsible for Orders submitted in error, duplicated Orders, incomplete Orders or Orders submitted using incorrect parameters.

---

## 6.3 Order Types

6.3.1 The Company may make available the following Order types, subject to change at any time:

- (a) Market Orders;
- (b) Limit Orders;
- (c) Stop Orders;
- (d) Stop-Limit Orders;
- (e) Trailing Stop Orders;
- (f) Take-Profit Orders;
- (g) Any other conditional or advanced Order types offered via the Trading Platform.

6.3.2 The availability, functionality and behaviour of any Order type may vary by instrument, market condition or platform version.

6.3.3 The Company does **not guarantee** the availability, continuous operation or correct functioning of any Order type.

---

## 6.4 Market Orders

6.4.1 A Market Order is an instruction to buy or sell at the **best available price** at the time of execution.

6.4.2 The Client acknowledges that Market Orders are subject to slippage and may be executed at prices materially different from those displayed at the time of submission.

6.4.3 Market Orders do not provide price certainty and may be executed partially or rejected due to liquidity conditions.

---

## 6.5 Limit Orders

6.5.1 A Limit Order is an instruction to buy or sell at a specified price or better.

6.5.2 The Client acknowledges that Limit Orders are **not guaranteed** to be executed and may remain unfilled indefinitely.

6.5.3 Limit Orders may be skipped, bypassed or filled at worse prices due to gapping, volatility or fast-market conditions.

---

## 6.6 Stop Orders and Stop-Loss Orders

6.6.1 A Stop Order or Stop-Loss Order becomes a Market Order when the specified trigger price is reached.

6.6.2 The Client acknowledges that:

- (a) Stop Orders are triggered by the Company's prices, not external market prices;
- (b) triggering does not guarantee execution at the trigger price;
- (c) execution may occur at worse prices due to gapping or liquidity constraints.

6.6.3 Stop Orders may be triggered during periods of extreme volatility, illiquidity or price dislocation.

---

## 6.7 Take-Profit Orders

6.7.1 A Take-Profit Order is a conditional instruction intended to close a Position when a specified profit level is reached.

6.7.2 Take-Profit Orders are **not guaranteed** and may not be executed at the specified level.

6.7.3 The Client waives any claim arising from the non-execution or delayed execution of Take-Profit Orders.

---

## **6.8 Trailing Stop and Advanced Orders**

6.8.1 Trailing Stops and other advanced Orders are subject to system calculations and may behave differently in volatile or fast markets.

6.8.2 The Client acknowledges that trailing mechanisms may lag market prices and may not adjust continuously.

6.8.3 The Company bears no liability for the behaviour or outcome of advanced Order types.

---

## **6.9 Order Priority and Aggregation**

6.9.1 Orders may be aggregated, split, routed or executed in parts at the Company's discretion.

6.9.2 The Company does not guarantee time priority, price priority or queue position.

6.9.3 The Client acknowledges that aggregated execution may result in different outcomes than individual execution.

---

## **6.10 Amendments and Cancellations**

6.10.1 The Client may request amendment or cancellation of an Order prior to execution, subject to system availability and market conditions.

6.10.2 The Company does **not guarantee** that amendment or cancellation requests will be processed in time or at all.

6.10.3 The Company may amend or cancel Orders at any time, including after submission or partial execution, where required by:

- (a) market conditions;
  - (b) liquidity constraints;
  - (c) Errors or Manifest Errors;
  - (d) regulatory requirements;
  - (e) risk management considerations.
-

## **6.11 Order Lifecycle and Execution Confirmation**

6.11.1 An Order may progress through multiple states including pending, partially filled, filled, rejected, expired or cancelled.

6.11.2 Execution confirmation does **not** constitute confirmation of correctness, finality or immunity from later correction or Adjustment.

6.11.3 All Orders and Transactions remain subject to Section 1 (Errors and Adjustments).

---

## **6.12 Client Responsibility and Monitoring**

6.12.1 The Client is solely responsible for monitoring all Orders and Positions.

6.12.2 The Company has no obligation to monitor Orders on behalf of the Client or to notify the Client of execution outcomes, margin status or market movements.

6.12.3 Failure by the Client to monitor Orders does not give rise to liability on the part of the Company.

---

## **6.13 System and Communication Failures**

6.13.1 The Client acknowledges that Orders may be delayed, lost, duplicated or misprocessed due to system or communication failures.

6.13.2 The Company is not liable for losses arising from such failures to the fullest extent permitted by Applicable Regulations.

---

## **6.14 Abuse, Manipulation and Improper Use**

6.14.1 The Company may refuse, cancel or reverse Orders where it reasonably suspects abusive, manipulative or improper trading behaviour.

6.14.2 Such actions may be taken without notice and without liability.

---

## **6.15 Evidentiary Authority**

6.15.1 The Company's records relating to Orders, execution, amendments, cancellations and platform activity constitute **prima facie and, where permitted by law, conclusive evidence** of the matters recorded.

6.15.2 The Client waives any objection to the admissibility or evidentiary weight of such records.

---

## 6.16 Survival

6.16.1 This Section survives termination of this Agreement and applies to all Orders submitted before or after termination.

## SECTION 7 – EXECUTION MODEL, PRICING METHODOLOGY, SLIPPAGE, REQUOTES, BEST EXECUTION AND FINALITY

---

### 7.1 Execution Model and Capacity

7.1.1 The Client acknowledges and agrees that the Company acts as **principal** to all Transactions and not as agent, broker or fiduciary for the Client.

7.1.2 All Transactions are entered into between the Company and the Client, and the Company is the Client's sole contractual counterparty.

7.1.3 The Company may hedge, offset, aggregate or internalise Transactions in whole or in part, or may elect not to hedge, at its sole discretion.

7.1.4 The Company's hedging, risk-management or internalisation decisions do not affect the validity or enforceability of any Transaction between the Company and the Client.

---

### 7.2 Pricing Sources and Price Formation

7.2.1 Prices made available to the Client are **derived prices**, generated by the Company using one or more of the following, as determined by the Company in its sole discretion:

- (a) liquidity provider quotes;
- (b) execution venue prices;
- (c) market data feeds;
- (d) internal pricing models;
- (e) risk management adjustments;
- (f) spreads, mark-ups or other pricing components applied by the Company.

7.2.2 The Client acknowledges that Company Prices **may differ materially** from prices available in underlying or reference markets.

7.2.3 The Company is not obliged to disclose pricing sources, methodologies, weightings or mark-ups.

---

### 7.3 Indicative Pricing and Non-Firm Quotes

7.3.1 All Prices displayed prior to execution are **indicative only** and do not constitute firm offers.

7.3.2 Indicative Prices may change at any time, including between Order submission and execution.

7.3.3 The Client acknowledges that reliance on indicative Prices is at the Client's sole risk.

---

#### **7.4 Execution Process and Timing**

7.4.1 Execution occurs when the Company confirms acceptance of an Order.

7.4.2 Execution may be subject to latency, processing time, system routing and liquidity availability.

7.4.3 The Company does not guarantee immediate execution or execution at any particular time or Price.

7.4.4 Execution confirmations do **not** constitute confirmation of correctness, finality or immunity from later correction or Adjustment.

---

#### **7.5 Slippage (Positive and Negative)**

7.5.1 The Client acknowledges that execution may occur at Prices better or worse than requested due to market conditions, liquidity constraints or execution mechanics.

7.5.2 Slippage may occur in either direction and may be material.

7.5.3 The Client expressly accepts **both positive and negative slippage** and waives any claim based on adverse slippage.

7.5.4 The absence of positive slippage in any particular circumstance does not constitute unfair execution.

---

#### **7.6 Quotes and Order Rejection**

7.6.1 The Company may quote or reject Orders where:

- (a) Prices are no longer available;
- (b) market conditions have changed;
- (c) liquidity is insufficient;
- (d) system or pricing Errors occur;
- (e) risk limits are breached.

7.6.2 The Company has no obligation to offer quotes or alternative Prices.

7.6.3 Rejected Orders do not give rise to liability.

---

## **7.7 Fast Markets, Gapping and Illiquidity**

7.7.1 The Client acknowledges that during fast-moving or illiquid markets:

- (a) Prices may gap;
- (b) spreads may widen;
- (c) Orders may be executed at materially worse Prices;
- (d) conditional Orders may be triggered and filled at unexpected levels.

7.7.2 Such outcomes are inherent to market structure and do not constitute improper execution.

---

## **7.8 Best Execution – Regulatory Framing**

7.8.1 Where Applicable Regulations require the Company to take reasonable steps to achieve best execution, the Client acknowledges that:

- (a) best execution is assessed on an **overall basis**, not solely by Price;
- (b) factors include speed, likelihood of execution, likelihood of settlement, size, nature of the Order and market impact;
- (c) best execution does not guarantee the best possible Price.

7.8.2 The Company satisfies best-execution obligations by applying its execution arrangements in good faith and in accordance with its regulatory obligations.

7.8.3 The Client agrees that execution consistent with the Company's execution arrangements constitutes compliance with best-execution obligations.

---

## **7.9 No Duty to Improve Price or Prevent Loss**

7.9.1 The Company has no duty to:

- (a) improve execution outcomes;
- (b) provide price improvement;
- (c) warn of adverse market movements;
- (d) prevent losses or mitigate losses.

7.9.2 The Client assumes full responsibility for execution outcomes.

---

## **7.10 Conflicts of Interest in Pricing and Execution**

7.10.1 The Client acknowledges that conflicts of interest may arise because the Company:

- (a) acts as principal;
- (b) determines Prices;
- (c) may profit from spreads, mark-ups or client losses.

7.10.2 The Client expressly consents to such conflicts and waives any claim arising therefrom, to the fullest extent permitted by Applicable Regulations.

---

### **7.11 Errors, Corrections and Retroactive Adjustments**

7.11.1 All executions and Prices remain subject to Section 1 (Errors, Adjustments and Determinations).

7.11.2 The Company may correct or Adjust Transactions where execution was affected by an Error or Manifest Error, whether identified before or after execution.

7.11.3 Such corrections may be applied retrospectively and without liability.

---

### **7.12 Client Monitoring and Responsibility**

7.12.1 The Client is solely responsible for monitoring execution outcomes, Prices, Positions and margin status.

7.12.2 Failure by the Client to monitor execution does not give rise to liability on the part of the Company.

---

### **7.13 Evidentiary Supremacy**

7.13.1 The Company's pricing records, execution logs, liquidity provider data, platform logs and audit trails constitute **prima facie and, where permitted by law, conclusive evidence** of execution and pricing.

7.13.2 Client-side records or third-party data do not override the Company's records.

---

### **7.14 Survival**

7.14.1 This Section survives termination of this Agreement and applies to all Transactions entered into before or after termination.

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## **Section 7A – Execution, Pricing and Best Execution: Legal Allocation of Risk**

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## 7A.1 Arm's-Length Execution Relationship

7A.1.1 The Client expressly acknowledges that all Transactions are entered into on an **arm's-length, non-advisory and non-fiduciary basis**, and that the Company does not act as the Client's agent, broker, adviser or fiduciary in relation to execution, pricing or Order handling.

7A.1.2 The Client confirms that it has **no reasonable expectation** that execution will reflect optimal market conditions, external reference prices, interbank pricing, exchange-traded prices or any benchmark outside the Company's Trading Environment.

---

## 7A.2 Commercial Allocation of Execution Risk

7A.2.1 The Client acknowledges that the execution model, pricing methodology, slippage mechanics, requote logic and Order handling rules constitute a **commercial allocation of risk** agreed between the parties.

7A.2.2 The Client expressly agrees that this allocation of risk is **commercially reasonable**, necessary for the operation of leveraged OTC derivative trading, and reflected in the pricing, leverage and access provided.

7A.2.3 The Client irrevocably waives any claim that such allocation constitutes unfairness, imbalance, lack of good faith or abuse of discretion, to the fullest extent permitted by Applicable Law.

---

## 7A.3 Best Execution – Express Exclusion of Market Benchmarking

7A.3.1 The Client acknowledges that, except where expressly required by Applicable Regulations, the Company does **not** undertake to provide "best execution" as understood in exchange-traded or agency brokerage contexts.

7A.3.2 Any obligation to take reasonable steps to achieve best execution shall be assessed **solely within the context of the Company's execution environment**, and not by reference to:

- (a) prices available on external exchanges;
- (b) prices offered by other brokers;
- (c) interbank or institutional pricing;
- (d) hypothetical execution outcomes.

7A.3.3 The Client agrees that execution consistent with the Company's pricing, execution and risk framework shall conclusively satisfy any applicable best execution obligation.

---

## **7A.4 No Reliance on Price Formation or Execution Expectations**

7A.4.1 The Client confirms that it has not relied, and will not rely, on any representation, expectation or assumption that execution will:

- (a) reflect the “true” market price;
- (b) mirror underlying markets;
- (c) be free from slippage or rejection;
- (d) prioritise price over risk management.

7A.4.2 The Client acknowledges that **price formation is internal**, derived, discretionary and subject to adjustment.

---

## **7A.5 Regulatory and Risk Management Justification**

7A.5.1 The Client acknowledges that execution controls, slippage, requotes, Order rejection, pricing adjustments and forced execution decisions are implemented to:

- (a) preserve market integrity;
- (b) manage systemic and counterparty risk;
- (c) ensure regulatory compliance;
- (d) protect the Company from disorderly trading conditions.

7A.5.2 Any such action taken in good faith shall be deemed **commercially necessary and regulatorily justified**, and shall not give rise to liability.

---

## **7A.6 Evidentiary and Interpretative Supremacy**

7A.6.1 In any dispute relating to execution or pricing, the Company’s records, pricing logs, execution feeds and internal determinations shall prevail over:

- (a) client screenshots;
- (b) third-party data;
- (c) market commentary;
- (d) expert opinions not based on Company records.

7A.6.2 The Client agrees that this Section shall be interpreted in favour of preserving the Company’s execution discretion where ambiguity exists.

---

# **SECTION 8 – MARGIN, LEVERAGE, COLLATERAL, STOP-OUT AND FORCED CLOSE-OUT MECHANICS**

## **8.1 Margin-Based Trading and Fundamental Obligations**

8.1.1 The Client acknowledges that all trading conducted under this Agreement is conducted on a **margin basis**, requiring the Client to provide collateral (“Margin”) to support open Positions.

8.1.2 Margin is provided as security for the Client’s present, future and contingent obligations to the Company and does not represent a prepayment, trust or segregated entitlement unless expressly required by Applicable Regulations.

8.1.3 The Client remains **fully liable** for all losses, deficits, fees, financing charges and obligations arising from trading, irrespective of the amount of Margin posted.

---

## **8.2 Initial Margin, Maintenance Margin and Variation**

8.2.1 The Company may require Initial Margin, Maintenance Margin and/or Variation Margin for any Position, Account or instrument, as determined by the Company in its sole discretion.

8.2.2 Margin requirements may differ by product, market condition, volatility profile, Client classification, exposure size or risk assessment.

8.2.3 The Company may **increase, decrease or otherwise modify Margin requirements at any time**, with immediate effect and without prior notice.

8.2.4 Any change to Margin requirements applies to **existing and new Positions**, and the Client bears sole responsibility for maintaining sufficient Margin at all times.

---

## **8.3 Leverage and Exposure**

8.3.1 Leverage magnifies both gains and losses and may result in losses exceeding deposited funds.

8.3.2 The Company may impose leverage caps, exposure limits or concentration limits at any time.

8.3.3 The Client has no right to any particular leverage level and waives any claim arising from leverage reduction or exposure restriction.

---

## **8.4 Calculation of Margin, Equity and Free Margin**

8.4.1 Margin, Equity, Balance, Floating Profit or Loss and Free Margin are calculated by the Company using its pricing, valuation and risk methodologies.

8.4.2 Calculations may be affected by Price changes, spread widening, financing charges, Adjustments and system timing.

8.4.3 The Company's calculations are final and binding in accordance with Section 1 (Determinations and Evidence).

---

## 8.5 No Margin Call Obligation

8.5.1 The Client expressly acknowledges that the Company has **no obligation** to issue margin calls, warnings or notifications prior to taking protective action.

8.5.2 Any margin call, notification or warning provided is **voluntary, non-binding** and does not create a continuing obligation.

8.5.3 Failure by the Company to issue a margin call does not constitute a breach of duty or give rise to liability.

---

## 8.6 Stop-Out Levels and Automatic Liquidation

8.6.1 The Company may define one or more stop-out levels based on Margin, Equity or risk metrics.

8.6.2 When a stop-out level is reached or breached, the Company may, **without notice**, take one or more of the following actions:

- (a) close one or more Positions;
- (b) partially close Positions;
- (c) prevent new Orders;
- (d) adjust Margin requirements;
- (e) take any other action necessary to manage risk.

8.6.3 Stop-out levels are **indicative thresholds** and do not limit the Company's right to act earlier or later, at its discretion.

---

## 8.7 Forced Close-Out and Order of Liquidation

8.7.1 The Company may forcibly close Positions where:

- (a) Margin is insufficient;
- (b) market conditions are volatile or illiquid;
- (c) an Error or pricing disruption occurs;
- (d) regulatory, credit or operational risk arises;
- (e) the Client breaches this Agreement.

8.7.2 The Company has **absolute discretion** as to:

- (a) which Positions are closed;
- (b) the sequence of closure;
- (c) the timing and method of execution;
- (d) whether closure is partial or full.

8.7.3 The Client waives any claim arising from the order, timing or outcome of forced Close-Out.

---

## **8.8 Fast Markets, Gapping and Liquidity Stress**

8.8.1 The Client acknowledges that during fast markets or gapping events:

- (a) Margin may deteriorate rapidly;
- (b) forced Close-Out may occur at materially worse Prices;
- (c) losses may exceed deposited funds.

8.8.2 The Company bears no liability for outcomes arising from market stress or liquidity failure.

---

## **8.9 Negative Balance and Debt Obligation**

8.9.1 If the Account balance becomes negative, the negative balance constitutes an **immediate, unsecured and enforceable debt** owed by the Client.

8.9.2 The Company may demand repayment at any time and pursue recovery notwithstanding Account closure or termination.

8.9.3 Any negative balance protections apply **only where expressly required by Applicable Regulations** and do not limit the Client's contractual liability unless mandated by law.

---

## **8.10 Margin Applied Across Accounts**

8.10.1 The Company may apply Margin, collateral, credits or balances held in any Account of the Client toward obligations arising in any other Account.

8.10.2 Cross-margining, netting or consolidation may be applied at the Company's discretion.

---

## **8.11 Retroactive Adjustments and Re-Margining**

8.11.1 Where an Error, pricing correction, financing adjustment or regulatory requirement arises, the Company may retroactively adjust Margin, Equity or balances.

8.11.2 The Client remains liable for any resulting deficit.

---

## **8.12 Client Responsibility and Monitoring**

8.12.1 The Client is solely responsible for monitoring Margin, Equity, Positions and market conditions at all times.

8.12.2 Inability to access the Trading Platform does not relieve the Client of responsibility.

---

## **8.13 No Liability for Protective Actions**

8.13.1 Any action taken by the Company under this Section is deemed necessary to manage risk and comply with regulatory obligations.

8.13.2 The Company bears no liability for losses arising from margin calls, leverage changes, stop-outs or forced Close-Outs, to the fullest extent permitted by Applicable Regulations.

---

## **8.14 Evidentiary Authority**

8.14.1 The Company's records relating to Margin, Equity, stop-out triggers and Close-Out actions constitute **prima facie and, where permitted by law, conclusive evidence**.

8.14.2 Client records do not override the Company's records.

---

## **8.15 Survival**

8.15.1 This Section survives termination of this Agreement and applies to all obligations arising before or after termination.

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# **SECTION 9 – PROHIBITED PRACTICES, ABUSIVE TRADING, MARKET MANIPULATION, LATENCY EXPLOITATION AND ENFORCEMENT**

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## **9.1 Purpose and Scope**

9.1.1 This Section sets out practices that are **strictly prohibited** under this Agreement and establishes the Company's **enforcement, investigation and remedial powers**.

9.1.2 This Section applies to all trading activity, Orders, Transactions, Accounts, Authorised Persons, devices, systems and access methods, whether manual, automated or algorithmic.

9.1.3 The Client acknowledges that compliance with this Section is a **fundamental condition** of the provision of Services.

---

## **9.2 General Prohibition**

9.2.1 The Client shall not engage in any activity which:

- (a) exploits Errors, pricing delays or system latency;
- (b) manipulates Prices, execution or platform functionality;
- (c) circumvents risk controls, Margin requirements or platform safeguards;
- (d) is abusive, unfair, disorderly or disruptive to markets or the Company's systems;
- (e) breaches Applicable Regulations or supervisory expectations.

9.2.2 The determination of whether an activity is prohibited is made by the Company in accordance with Section 1 (Determinations and Evidence).

---

## **9.3 Latency Arbitrage and Price Feed Exploitation**

9.3.1 The Client shall not engage in latency arbitrage or any strategy designed to exploit delays between pricing feeds, execution venues or platform updates.

9.3.2 Prohibited latency-based practices include, without limitation:

- (a) placing Orders based on stale or delayed Prices;
- (b) exploiting price discrepancies between the Company's Prices and underlying markets;
- (c) rapid Order submission designed to take advantage of feed latency;
- (d) systematic scalping strategies reliant on execution delays.

9.3.3 The Client acknowledges that the Company's Prices are derived and may lag underlying markets, and agrees not to exploit such lag.

---

## **9.4 Arbitrage, Hedging Abuse and Risk-Free Trading**

9.4.1 The Client shall not engage in arbitrage strategies intended to eliminate or materially reduce market risk, including:

- (a) latency arbitrage;
- (b) hedging across Accounts or platforms to lock in risk-free profits;

(c) trading strategies designed to exploit promotional conditions, errors or execution mechanics.

9.4.2 Any trading strategy that the Company reasonably determines to be **risk-free, near-risk-free or exploitative** is prohibited.

---

## **9.5 Manipulative, Deceptive and Disorderly Trading**

9.5.1 The Client shall not engage in manipulative or deceptive practices, including:

- (a) spoofing or layering;
- (b) placing Orders without intent to execute;
- (c) artificial volume generation;
- (d) abuse of Order modification or cancellation features.

9.5.2 The Client shall not engage in any activity that disrupts the orderly operation of the Trading Platform or execution environment.

---

## **9.6 Automated Trading and System Load**

9.6.1 The Client shall not use automated, algorithmic or high-frequency trading systems without the Company's prior written consent.

9.6.2 The Company may impose limits on message rates, Order frequency or system access.

9.6.3 Excessive system usage, message flooding or resource abuse is prohibited.

---

## **9.7 Platform Misuse and Circumvention**

9.7.1 The Client shall not:

- (a) use multiple Accounts to circumvent controls;
  - (b) share credentials or access methods;
  - (c) use VPNs, proxies or technical measures to evade detection;
  - (d) manipulate platform settings to gain unfair advantage.
- 

## **9.8 Determination of Abuse**

9.8.1 The Company may determine that a practice is abusive based on:

- (a) trading patterns;
- (b) statistical analysis;

- (c) comparative performance;
- (d) system logs and audit trails;
- (e) regulatory guidance or supervisory expectations.

9.8.2 The Client acknowledges that abuse may be determined **retrospectively** and without prior notice.

---

## **9.9 Investigations and Interim Measures**

9.9.1 Where the Company suspects abusive or prohibited practices, it may, without notice:

- (a) suspend trading;
- (b) restrict Account functionality;
- (c) freeze balances;
- (d) delay or withhold withdrawals;
- (e) close Positions.

9.9.2 Such measures may be maintained pending investigation without liability.

---

## **9.10 Remedies and Enforcement**

9.10.1 Where abusive or prohibited practices are identified, the Company may, at its sole discretion:

- (a) cancel, reverse or Adjust Transactions ab initio;
- (b) Close-Out Positions;
- (c) confiscate, claw back or withhold profits, credits or incentives;
- (d) recover losses, costs and damages;
- (e) terminate the Agreement immediately.

9.10.2 Remedies may be applied **retrospectively**, including after withdrawal or Account closure.

---

## **9.11 No Obligation to Warn**

9.11.1 The Company has no obligation to warn the Client of suspected abusive practices prior to enforcement.

9.11.2 Failure to enforce this Section immediately does not constitute waiver.

---

## 9.12 Regulatory Reporting

9.12.1 The Company may report suspected abusive practices to regulators, law enforcement or other competent authorities where required or deemed appropriate.

9.12.2 The Client waives any claim arising from such reporting.

---

## 9.13 Evidentiary Supremacy

9.13.1 The Company's records, system logs, execution data, analytics and audit trails constitute **prima facie and, where permitted by law, conclusive evidence** of abusive practices.

9.13.2 Client-side data or explanations do not override the Company's determinations.

---

## 9.14 Survival

9.14.1 This Section survives termination of this Agreement and applies to all trading activity before or after termination.

---

# SECTION 10 – CLIENT MONEY, SAFEGUARDING, SEGREGATION, OPERATIONAL HANDLING AND INSOLVENCY TREATMENT

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## 10.1 Nature and Legal Character of Client Money Protections

10.1.1 The Client acknowledges and agrees that any protection afforded to client funds arises **solely by operation of Applicable Regulations** and **not by virtue of this Agreement creating any trust, fiduciary or proprietary relationship**, except to the extent expressly required by law.

10.1.2 Nothing in this Agreement shall be construed as creating:

- (a) a fiduciary duty beyond statutory requirements;
- (b) a contractual trust;
- (c) a constructive trust;
- (d) a proprietary interest; or
- (e) a right of tracing,

save where such treatment is **mandated by Applicable Regulations**.

10.1.3 The Company's obligations in respect of Client Money are **limited strictly** to those imposed by Applicable Regulations and no additional obligations are assumed by implication, estoppel or course of dealing.

---

## 10.2 Definition of Client Money

10.2.1 “Client Money” means money received or held by the Company on behalf of the Client which is required to be treated as client money under Applicable Regulations.

10.2.2 The Client acknowledges that **not all funds** transferred to the Company constitute Client Money, including, without limitation:

- (a) funds applied to Margin once used to meet trading obligations;
- (b) funds applied to realised losses, fees, financing charges or other amounts due;
- (c) funds required to be treated differently under Applicable Regulations.

10.2.3 The Company’s classification of funds as Client Money or non-Client Money is **final and binding**, subject to Applicable Regulations.

---

## 10.3 Segregation and Holding of Client Money

10.3.1 Where required by Applicable Regulations, Client Money shall be held in segregated accounts separate from the Company’s own funds.

10.3.2 Client Money may be held in **omnibus accounts**, pooled with funds of other clients, at credit institutions or custodians selected by the Company in accordance with Applicable Regulations.

10.3.3 The Company is not responsible for the acts, omissions, solvency or insolvency of any third-party bank, custodian or credit institution, except to the extent required by law.

---

## 10.4 Banking, Custodial and Jurisdictional Risk

10.4.1 Client Money may be held with banks or custodians located inside or outside Mauritius, subject to Applicable Regulations.

10.4.2 The Client acknowledges and accepts the risk that:

- (a) Client Money may be subject to the laws of the jurisdiction in which it is held;
- (b) insolvency, resolution or regulatory action affecting a bank or custodian may delay or reduce recovery;
- (c) foreign insolvency regimes may differ materially from Mauritius law.

10.4.3 The Company bears no liability for losses arising from such jurisdictional or third-party risks, to the fullest extent permitted by law.

---

### **10.5 Operational Handling and Timing**

10.5.1 The Client acknowledges that there may be delays between receipt of funds and their designation or segregation as Client Money.

10.5.2 Mixed remittances (containing Client Money and non-Client Money) may be handled in accordance with Applicable Regulations and internal procedures.

10.5.3 Interest earned on Client Money, if any, may be retained by the Company unless otherwise required by Applicable Regulations.

---

### **10.6 Use of Client Money for Margin and Obligations**

10.6.1 Client Money may be applied toward Margin requirements, realised losses, fees, financing charges and other obligations in accordance with Applicable Regulations.

10.6.2 Once applied to meet such obligations, funds cease to be Client Money.

10.6.3 The Client irrevocably authorises such application and waives any claim arising therefrom.

---

### **10.7 Shortfall, Pooling and Distribution on Insolvency**

10.7.1 In the event of the Company's insolvency, Client Money shall be distributed in accordance with Applicable Regulations.

10.7.2 Client Money held in pooled accounts is subject to **pro-rata distribution**, and the Client bears the risk of shortfall.

10.7.3 The Client expressly acknowledges that it has **no entitlement to preferential treatment** or full recovery beyond its pro-rata share.

---

### **10.8 No Tracing, No Set-Aside, No Priority**

10.8.1 The Client irrevocably waives any right to:

- (a) trace funds;
- (b) assert a constructive or resulting trust;
- (c) claim proprietary rights over specific monies;
- (d) seek priority over other clients,

except where such rights are expressly mandated by Applicable Regulations.

10.8.2 This waiver applies notwithstanding any segregation, labelling or operational treatment of funds.

---

## **10.9 Client Acknowledgements and Risk Acceptance**

10.9.1 The Client expressly acknowledges and accepts:

- (a) bank and custodian insolvency risk;
- (b) pooling and shortfall risk;
- (c) jurisdictional insolvency risk;
- (d) operational and timing risk.

10.9.2 The Client confirms that these risks are understood and accepted as an inherent part of the Company's business model.

---

## **10.10 Right of Set-Off and Combination**

10.10.1 To the fullest extent permitted by Applicable Regulations, the Company may set off any amounts owed by the Client against any funds held for the Client, including Client Money where permitted by law.

10.10.2 Set-off rights apply across all Accounts and survive termination.

---

## **10.11 Regulatory Override and Mandatory Treatment**

10.11.1 Where Applicable Regulations require treatment of Client Money inconsistent with this Agreement, Applicable Regulations shall prevail.

10.11.2 The Company may take any action necessary to comply with regulatory or supervisory requirements without liability.

---

## **10.12 Evidentiary Supremacy**

10.12.1 The Company's records regarding the classification, holding, movement and application of Client Money constitute **prima facie and, where permitted by law, conclusive evidence** of the matters recorded.

10.12.2 Client records or third-party statements do not override the Company's records.

---

## **10.13 Survival**

10.13.1 This Section survives termination of this Agreement and applies to all funds received before or after termination.

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## **SECTION 11 – FEES, CHARGES, FINANCING, ADJUSTMENTS, SET-OFF, DEBT AND RECOVERY**

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### **11.1 General Obligation to Pay**

11.1.1 The Client agrees to pay **all fees, charges, spreads, commissions, financing costs, mark-ups, premiums, adjustments and other amounts** arising in connection with:

- (a) the opening, maintenance and operation of any Account;
- (b) any Order, Transaction or Position;
- (c) any Service, platform access or ancillary facility provided by the Company.

11.1.2 All amounts payable under this Agreement are **exclusive of taxes**, duties or levies, which shall be borne by the Client unless expressly stated otherwise.

---

### **11.2 Spreads, Mark-Ups and Embedded Costs**

11.2.1 The Client acknowledges that fees and charges may be:

- (a) charged explicitly;
- (b) embedded in spreads or Prices;
- (c) reflected through mark-ups or pricing adjustments.

11.2.2 The Company is not required to itemise or disclose the precise composition of spreads, mark-ups or pricing components.

11.2.3 The absence of an explicit fee does not indicate the absence of compensation to the Company.

---

### **11.3 Commissions and Transaction Charges**

11.3.1 The Company may charge commissions on a per-trade, per-lot, per-unit or other basis as determined by the Company.

11.3.2 Commission structures may vary by product, Client classification, Account type or trading volume.

11.3.3 The Company may amend commission structures at any time with immediate effect.

---

#### **11.4 Financing, Rollover and Overnight Charges**

11.4.1 Positions held open beyond a trading day may incur financing, rollover, swap or overnight charges.

11.4.2 Financing charges are calculated by the Company using its pricing models, reference rates, mark-ups and risk adjustments.

11.4.3 Financing rates may change at any time and may be positive or negative.

11.4.4 The Client acknowledges that financing charges may materially affect profitability and may exceed expectations.

---

#### **11.5 Fees on Non-Trading Activity**

11.5.1 The Company may charge fees in respect of:

- (a) Account maintenance or inactivity;
- (b) deposits, withdrawals or transfers;
- (c) currency conversion;
- (d) data, platform access or reporting;
- (e) chargebacks, payment reversals or investigation costs.

11.5.2 Such fees may be deducted automatically from the Account without prior notice.

---

#### **11.6 Retroactive Adjustments and Corrections**

11.6.1 Where an Error, pricing correction, regulatory requirement, financing adjustment or miscalculation is identified, the Company may **retroactively adjust**:

- (a) fees;
- (b) financing charges;
- (c) balances;
- (d) profits or losses.

11.6.2 Retroactive adjustments may be applied **after execution, settlement, withdrawal or Account closure**.

11.6.3 The Client waives any claim arising from such retroactive adjustments, except where prohibited by Applicable Regulations.

---

#### **11.7 Set-Off, Netting and Combination of Accounts**

11.7.1 To the fullest extent permitted by Applicable Regulations, the Company may:

- (a) set off any obligation owed by the Client against any balance, credit or amount held for the Client;
- (b) combine or consolidate balances across Accounts;
- (c) apply funds from any Account toward obligations arising in any other Account.

11.7.2 Set-off rights apply regardless of currency, Account type or product and survive termination.

---

## **11.8 Negative Balances and Debt Crystallisation**

11.8.1 If the Client's Account balance becomes negative, the negative balance constitutes an **immediate, unconditional and unsecured debt** owed by the Client to the Company.

11.8.2 The Company may demand repayment at any time and is not obliged to allow continued trading.

11.8.3 Any regulatory negative balance protection applies **only where expressly mandated by Applicable Regulations** and does not limit contractual liability unless required by law.

---

## **11.9 Recovery, Enforcement and Costs**

11.9.1 The Company may pursue recovery of any outstanding amounts through any lawful means, including:

- (a) demand notices;
- (b) set-off;
- (c) legal proceedings;
- (d) enforcement against assets.

11.9.2 The Client shall indemnify the Company for all costs incurred in recovery, including legal fees, court costs, enforcement expenses and collection agency fees.

---

## **11.10 No Waiver by Delay or Inaction**

11.10.1 Failure by the Company to charge a fee, apply financing or enforce recovery immediately does not constitute a waiver.

11.10.2 The Company may enforce its rights at any time.

---

## **11.11 Regulatory Override**

11.11.1 Where Applicable Regulations restrict or prohibit certain fees, charges or recovery actions, such regulations shall prevail.

11.11.2 The Company may take any action necessary to comply with regulatory or supervisory requirements without liability.

---

### **11.12 Evidentiary Supremacy**

11.12.1 The Company's records relating to fees, charges, financing calculations, adjustments and recovery actions constitute **prima facie and, where permitted by law, conclusive evidence** of the amounts owed.

11.12.2 Client records do not override the Company's records.

---

### **11.13 Survival**

11.13.1 This Section survives termination of this Agreement and applies to all obligations arising before or after termination.

---

## **SECTION 12 – COMPLAINTS, INVESTIGATIONS, DISPUTE RESOLUTION, EVIDENCE AND LIMITATION OF ACTIONS**

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### **12.1 Purpose and Priority of this Section**

12.1.1 This Section governs **all complaints, disputes, objections, claims, investigations and challenges** arising out of or in connection with:

- (a) this Agreement;
- (b) any Order, Transaction or Position;
- (c) execution, pricing, Margin, Close-Out or Adjustments;
- (d) Client Money, fees, financing or recovery actions;
- (e) any act or omission of the Company.

12.1.2 This Section applies **notwithstanding termination**, Account closure or insolvency proceedings, and prevails over any inconsistent provision.

---

### **12.2 Definition of Complaint and Dispute**

12.2.1 A "Complaint" includes any expression of dissatisfaction, objection, allegation, query or assertion of error, whether formal or informal, oral or written.

12.2.2 A “Dispute” includes any challenge to:

- (a) execution quality;
  - (b) pricing or slippage;
  - (c) Margin, stop-out or Close-Out actions;
  - (d) Errors, Adjustments or retroactive corrections;
  - (e) fees, financing or balances;
  - (f) Client Money handling;
  - (g) abuse determinations or enforcement actions.
- 

### **12.3 Mandatory Complaint Procedure (Condition Precedent)**

12.3.1 The Client **must** submit any Complaint **in writing** to the Company’s designated complaints channel.

12.3.2 A Complaint must be submitted **within five (5) Business Days** of the event giving rise to the Complaint.

12.3.3 Failure to submit a Complaint within this period constitutes **irrevocable waiver** of the Client’s right to challenge the matter.

12.3.4 The Complaint must include all relevant details, evidence and supporting documentation relied upon by the Client.

---

### **12.4 Suspension of Rights Pending Investigation**

12.4.1 Upon receipt of a Complaint or identification of a potential Dispute, the Company may, without notice:

- (a) suspend trading;
- (b) restrict Account functionality;
- (c) freeze balances;
- (d) withhold withdrawals;
- (e) defer resolution.

12.4.2 Such measures may remain in place until the investigation is concluded, without liability.

---

### **12.5 Investigation Powers**

12.5.1 The Company may investigate any Complaint or Dispute using:

- (a) platform logs;
- (b) execution records;
- (c) pricing feeds;

- (d) call recordings;
- (e) system audit trails;
- (f) third-party data.

12.5.2 The Company is not required to disclose investigative methodologies, internal controls or third-party arrangements.

12.5.3 The Client shall cooperate fully and provide information upon request.

---

## **12.6 Evidentiary Supremacy**

12.6.1 The Company's records constitute **prima facie and, where permitted by law, conclusive evidence** of all matters investigated.

12.6.2 Client-side records, screenshots, recollections or third-party data do not override the Company's records.

12.6.3 The Client waives any objection to the admissibility or evidentiary weight of the Company's records.

---

## **12.7 Determination and Finality**

12.7.1 The Company shall issue a determination once the investigation is concluded.

12.7.2 The determination is **final, binding and conclusive**, absent manifest bad faith.

12.7.3 The Client irrevocably waives any right to challenge a determination on the basis that a different conclusion could have been reached.

---

## **12.8 No Admission of Liability**

12.8.1 Any response, explanation, adjustment or payment made by the Company does not constitute an admission of liability.

12.8.2 Voluntary goodwill gestures do not create precedent or future obligations.

---

## **12.9 Regulatory Escalation**

12.9.1 The Client may refer a Complaint to the FSC **only after exhausting the Company's internal complaint procedure**.

12.9.2 The Client acknowledges that regulatory escalation does not suspend the Company's rights under this Agreement.

---

## **12.10 Limitation of Actions and Time Bar**

12.10.1 Any claim, action or proceeding against the Company must be commenced **within six (6) months** of the event giving rise to the claim, unless a longer period is mandated by Applicable Regulations.

12.10.2 Any claim commenced after this period is **time-barred** and irrevocably waived.

---

## **12.11 Exclusion of Class Actions and Group Claims**

12.11.1 To the fullest extent permitted by law, the Client agrees that any claim shall be brought **only on an individual basis**.

12.11.2 The Client waives any right to participate in class, collective or representative actions.

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## **12.12 Confidentiality of Complaints and Disputes**

12.12.1 All Complaints, investigations and determinations are confidential.

12.12.2 The Client shall not disclose details to third parties except where required by law.

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## **12.13 Costs and Indemnity**

12.13.1 The Client shall indemnify the Company for costs incurred in investigating frivolous, abusive or bad-faith Complaints.

12.13.2 The Company may deduct such costs from the Client's Account where permitted by law.

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## **12.14 Survival**

12.14.1 This Section survives termination of this Agreement and applies to all Complaints arising before or after termination.

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## **SECTION 13 – EVENTS OF DEFAULT, SUSPENSION, TERMINATION AND CONSEQUENCES**

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### **13.1 Events of Default**

13.1.1 Each of the following constitutes an **Event of Default**, whether occurring individually or in combination:

- (a) failure by the Client to pay any amount due under this Agreement when due;
- (b) breach of any representation, warranty, undertaking or obligation under this Agreement;
- (c) provision of false, misleading, incomplete or inaccurate information;
- (d) failure to maintain required Margin or collateral;
- (e) occurrence or suspicion of prohibited, abusive or improper trading practices;
- (f) occurrence or suspicion of fraud, misrepresentation or misuse;
- (g) breach of Applicable Regulations or exposure to sanctions;
- (h) insolvency, bankruptcy, liquidation, administration, receivership or analogous proceedings;
- (i) inability to pay debts as they fall due;
- (j) death, incapacity or dissolution of the Client or any Authorised Person;
- (k) regulatory, legal or supervisory action affecting the Client;
- (l) any event which the Company reasonably determines may adversely affect the Client's ability to perform its obligations.

13.1.2 An Event of Default may be declared **with or without notice** and **without opportunity to remedy**, except where prohibited by Applicable Regulations.

---

## 13.2 Suspension of Services

13.2.1 Upon or in anticipation of an Event of Default, the Company may, without notice:

- (a) suspend trading;
- (b) restrict or disable Account access;
- (c) freeze balances;
- (d) withhold withdrawals;
- (e) refuse Orders;
- (f) require additional Margin or collateral.

13.2.2 Suspension may be partial or complete and may remain in effect until the Company determines otherwise.

13.2.3 Suspension does not waive or limit any other rights of the Company.

---

## 13.3 Termination of Agreement

13.3.1 The Company may terminate this Agreement immediately upon the occurrence of an Event of Default.

13.3.2 Termination may occur **without notice**, to the fullest extent permitted by Applicable Regulations.

13.3.3 Termination does not affect accrued rights, obligations or liabilities.

---

#### **13.4 Close-Out upon Default**

13.4.1 Upon termination or Event of Default, the Company may, without notice:

- (a) Close-Out any or all open Positions;
- (b) cancel pending Orders;
- (c) apply Margin and balances to outstanding obligations.

13.4.2 Close-Out may occur at Prices available at the time and in such order as the Company determines, without obligation to optimise outcomes.

13.4.3 The Client waives any claim arising from the timing, method or outcome of Close-Out.

---

#### **13.5 Calculation of Close-Out Amounts**

13.5.1 Close-Out amounts shall be calculated by the Company acting as Calculation Agent.

13.5.2 The Company's Determination of Close-Out amounts is **final and binding**, absent manifest bad faith.

13.5.3 The Client waives any right to challenge Close-Out calculations.

---

#### **13.6 Cross-Default and Cross-Account Effects**

13.6.1 An Event of Default in respect of one Account constitutes an Event of Default in respect of all Accounts.

13.6.2 The Company may consolidate obligations across Accounts.

---

#### **13.7 Application of Funds and Set-Off**

13.7.1 The Company may apply any funds, collateral or credits held for the Client toward satisfaction of obligations.

13.7.2 Application may occur notwithstanding Account classification or currency.

---

#### **13.8 Negative Balances and Residual Liability**

13.8.1 Any deficit remaining after Close-Out constitutes an immediate debt owed by the Client.

13.8.2 The Company may pursue recovery notwithstanding termination.

---

### **13.9 No Waiver by Delay or Forbearance**

13.9.1 Failure by the Company to exercise rights immediately does not constitute waiver.

13.9.2 Any waiver must be in writing to be effective.

---

### **13.10 Regulatory and Supervisory Actions**

13.10.1 Actions taken to comply with regulatory or supervisory requirements do not give rise to liability.

13.10.2 The Company may rely on this Clause as a complete defence.

---

### **13.11 Survival of Key Provisions**

13.11.1 Provisions relating to Margin, Close-Out, recovery, indemnities, evidentiary authority, complaints, governing law and jurisdiction survive termination.

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## **SECTION 14 – FORCE MAJEURE, MARKET DISRUPTION, EXTRAORDINARY EVENTS AND REGULATORY OVERRIDE**

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### **14.1 Definition of Force Majeure Event**

14.1.1 A **Force Majeure Event** means any event or circumstance beyond the reasonable control of the Company which materially affects the provision of Services, execution, pricing, liquidity, platform availability, settlement, regulatory compliance or risk management, including, without limitation:

- (a) acts of God, natural disasters, epidemics or pandemics;
- (b) war, terrorism, civil unrest, riots, strikes or labour disputes;
- (c) governmental, regulatory or supervisory actions, directives, restrictions, sanctions or interventions;
- (d) suspension, closure or disorderly functioning of markets or exchanges;
- (e) failure, delay or insolvency of liquidity providers, execution venues, banks, custodians or payment service providers;
- (f) system failures, cyber incidents, data corruption, power or connectivity outages;

- (g) extreme market volatility, illiquidity, gapping, price dislocation or market stress;
- (h) any other event which the Company reasonably determines to constitute an extraordinary or disruptive circumstance.

14.1.2 The Company's determination that a Force Majeure Event has occurred is **final and binding**, absent manifest bad faith.

---

## 14.2 Market Disruption and Extraordinary Market Conditions

14.2.1 A Force Majeure Event includes **market disruption events**, including:

- (a) trading halts or suspensions;
- (b) price limits or circuit breakers;
- (c) abnormal volatility or illiquidity;
- (d) breakdown of pricing feeds or reference markets;
- (e) closure of underlying or reference markets.

14.2.2 The Client acknowledges that during such conditions, normal trading mechanics may not apply.

---

## 14.3 Company Rights During Force Majeure

14.3.1 Upon the occurrence of a Force Majeure Event, the Company may, without notice and without liability:

- (a) suspend or restrict trading;
- (b) refuse or cancel Orders;
- (c) adjust Prices, spreads or Margin requirements;
- (d) close or partially close Positions;
- (e) modify execution, settlement or pricing methodologies;
- (f) suspend withdrawals or transfers;
- (g) take any action deemed necessary to manage risk or comply with Applicable Regulations.

14.3.2 The Company has **no obligation** to prioritise the Client's interests or optimise outcomes during a Force Majeure Event.

---

## 14.4 Pricing, Valuation and Close-Out During Force Majeure

14.4.1 Where market Prices are unavailable, unreliable or distorted, the Company may determine Prices using:

- (a) internal valuation models;
- (b) alternative pricing sources;
- (c) estimates or approximations deemed reasonable in the circumstances.

14.4.2 The Company may Close-Out Positions at such Prices and times as it determines appropriate.

14.4.3 The Client waives any claim arising from valuation methods or Close-Out outcomes during a Force Majeure Event.

---

#### **14.5 Margin and Collateral Adjustments**

14.5.1 The Company may increase Margin requirements, reduce leverage or require additional collateral during or following a Force Majeure Event.

14.5.2 Failure to meet revised Margin requirements may result in immediate Close-Out without notice.

---

#### **14.6 Regulatory and Supervisory Override**

14.6.1 The Client acknowledges that the Company must comply with Applicable Regulations and supervisory directives, including emergency or extraordinary measures.

14.6.2 Any action taken by the Company in good faith to comply with regulatory or supervisory requirements shall **not give rise to liability**, even if such action is later deemed unnecessary or incorrect.

14.6.3 Regulatory actions prevail over this Agreement, and the Company may rely on this Clause as a complete defence.

---

#### **14.7 No Liability for Force Majeure Consequences**

14.7.1 To the fullest extent permitted by Applicable Regulations, the Company shall not be liable for any loss, damage or expense suffered by the Client arising from or in connection with a Force Majeure Event.

14.7.2 This exclusion applies regardless of foreseeability, duration or severity of the event.

---

#### **14.8 Client Acknowledgements and Risk Allocation**

14.8.1 The Client expressly acknowledges and accepts that:

- (a) Force Majeure Events may occur without warning;
- (b) trading conditions may deteriorate rapidly;
- (c) losses may be substantial and exceed deposits;
- (d) access to Accounts or funds may be temporarily restricted.

14.8.2 The Client assumes all such risks and waives claims arising therefrom.

---

#### **14.9 Notice and Communication**

14.9.1 The Company may, but is not obliged to, notify the Client of a Force Majeure Event.

14.9.2 Failure to notify does not give rise to liability.

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#### **14.10 Continuation and Termination**

14.10.1 The Company may terminate this Agreement where a Force Majeure Event continues or materially affects its ability to provide Services.

14.10.2 Termination under this Clause does not affect accrued rights or obligations.

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#### **14.11 Evidentiary Supremacy**

14.11.1 The Company's records relating to the occurrence and handling of a Force Majeure Event constitute **prima facie and, where permitted by law, conclusive evidence**.

14.11.2 The Client waives any objection to the admissibility or evidentiary weight of such records.

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#### **14.12 Survival**

14.12.1 This Section survives termination of this Agreement.

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### **SECTION 15 – LIMITATION OF LIABILITY, EXCLUSIONS, INDEMNITIES AND ALLOCATION OF RESPONSIBILITY**

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#### **15.1 Scope and Priority**

15.1.1 This Section applies to **all claims, liabilities, losses, damages, costs and expenses** arising out of or in connection with:

- (a) this Agreement;
- (b) any Account, Order, Transaction or Position;
- (c) execution, pricing, Margin, Close-Out, Adjustments or Errors;
- (d) Client Money handling;
- (e) any act or omission of the Company, its Affiliates, officers, employees, agents or third-party service providers.

15.1.2 This Section applies **notwithstanding termination**, Account closure, insolvency proceedings or the occurrence of any Force Majeure Event and **prevails over any inconsistent provision**, except where prohibited by Applicable Regulations.

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## **15.2 General Limitation of Liability**

15.2.1 To the fullest extent permitted by Applicable Regulations, the Company shall **not be liable** for any loss, damage, cost or expense suffered by the Client arising from or in connection with the provision of Services, except to the extent caused directly by the Company's **gross negligence or wilful misconduct**, where such limitation is not prohibited by law.

15.2.2 Where liability cannot be excluded, the Company's liability is limited to the **direct loss actually suffered**, excluding all indirect or consequential loss.

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## **SECTION 15.2A – COMMERCIAL ALLOCATION OF RISK, EQUITY WAIVER AND LITIGATION CONTROLS**

### **15.2A.1 Commercial Bargain and Risk Allocation**

15.2A.1.1 The Client acknowledges that this Agreement reflects a **commercial bargain** between the parties, under which risks inherent in leveraged OTC derivatives trading are knowingly allocated to the Client.

15.2A.1.2 The Client confirms that pricing, leverage, access to markets and Services are provided on the basis of this allocation.

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### **15.2A.2 No Equity-Based Relief**

15.2A.2.1 The Client irrevocably waives any claim based on equity, fairness, good faith, imbalance of bargaining power or unconscionability, to the fullest extent permitted by Applicable Law.

15A.2.2 The Client agrees that no equitable relief shall be available to vary, set aside or invalidate this Agreement.

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### **15.2A.3 No Fiduciary or Protective Expectations**

15.2A.3.1 The Client confirms that it does not expect the Company to act as a fiduciary, adviser or protector of the Client's interests.

15A.3.2 The Company's duties are strictly limited to those expressly set out in this Agreement and Applicable Regulations.

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### **15.2A.4 Loss Causation Narrowing**

15.2A.4.1 The Client agrees that losses arising from market conditions, volatility, liquidity, pricing mechanics or execution outcomes shall be deemed **self-caused trading losses**, not losses caused by the Company.

15.2A.4.2 The Client waives any claim based on indirect causation, systemic arguments or alleged execution unfairness.

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### **15.2A.5 Litigation Conduct and Interpretation**

15.2A.5.1 In any dispute, this Agreement shall be interpreted so as to preserve the commercial intent and risk allocation agreed herein.

15.2A.5.2 Any ambiguity shall be resolved in favour of maintaining the enforceability of the Company's rights and limitations.

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### **15.3 Excluded Losses**

15.3.1 To the fullest extent permitted by Applicable Regulations, the Company shall **not be liable** for:

- (a) indirect, incidental, special or consequential losses;
- (b) loss of profits, trading opportunities, anticipated savings or goodwill;
- (c) loss arising from market movements, volatility, liquidity constraints or gapping;
- (d) losses arising from execution delays, slippage, requotes or non-execution;
- (e) losses arising from platform outages, system failures or connectivity issues;
- (f) losses arising from third-party failures, including liquidity providers, execution venues, banks, custodians or payment service providers;
- (g) losses arising from Force Majeure Events or regulatory actions.

15.3.2 These exclusions apply regardless of foreseeability or whether the Company was advised of the possibility of such losses.

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## **15.4 Causation and Reliance Lock**

15.4.1 The Client acknowledges that all trading decisions are made independently and that losses may result from market conditions rather than any act or omission of the Company.

15.4.2 The Company shall not be liable where loss arises from:

- (a) the Client's instructions or decisions;
- (b) inaccurate or incomplete information provided by the Client;
- (c) the Client's failure to monitor Positions, Margin or market conditions;
- (d) reliance on indicative Prices or general information.

15.4.3 The Client waives any claim based on alleged reliance on communications not expressly forming part of this Agreement.

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## **15.5 Third-Party Provider Shield**

15.5.1 The Company is not responsible for the acts, omissions, solvency or insolvency of third-party providers, including liquidity providers, execution venues, banks, custodians, payment service providers and technology vendors.

15.5.2 Any liability arising from third-party failures is excluded to the fullest extent permitted by law.

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## **15.6 Regulatory and Supervisory Actions**

15.6.1 The Company shall not be liable for losses arising from actions taken in good faith to comply with Applicable Regulations, supervisory expectations or regulatory directives.

15.6.2 This protection applies even where such actions are later deemed unnecessary, excessive or incorrect.

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## **15.7 Client Indemnity**

15.7.1 The Client shall **fully indemnify and hold harmless** the Company and its Affiliates from all losses, liabilities, penalties, fines, costs and expenses (including legal fees) arising from:

- (a) breach of this Agreement by the Client;
- (b) inaccurate or misleading information provided by the Client;
- (c) fraud, misuse, abusive trading or prohibited practices;
- (d) AML, sanctions or regulatory exposure attributable to the Client;
- (e) disputes, claims or proceedings brought by third parties arising from the Client's conduct.

15.7.2 The Company may enforce indemnity rights notwithstanding termination or insolvency.

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### **15.8 Set-Off Against Indemnity and Claims**

15.8.1 The Company may set off any indemnified amounts against any funds held for the Client, to the fullest extent permitted by Applicable Regulations.

15.8.2 Set-off rights apply across all Accounts and currencies.

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### **15.9 No Waiver of Rights**

15.9.1 Failure by the Company to enforce any limitation or indemnity immediately does not constitute waiver.

15.9.2 Any waiver must be in writing to be effective.

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### **15.10 Severability of Liability Provisions**

15.10.1 If any part of this Section is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15.10.2 Any unenforceable provision shall be deemed modified to the minimum extent necessary to be enforceable.

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### **15.11 Evidentiary Supremacy**

15.11.1 The Company's records relating to causation, execution, pricing, Margin, Errors, Adjustments and regulatory actions constitute **prima facie and, where permitted by law, conclusive evidence**.

15.11.2 The Client waives any objection to the admissibility or evidentiary weight of such records.

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### **15.12 Survival**

15.12.1 This Section survives termination of this Agreement and applies to all claims arising before or after termination.

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## **SECTION 16 – GOVERNING LAW, JURISDICTION, CONTRACTUAL MECHANICS AND MISCELLANEOUS PROVISIONS**

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### **16.1 Governing Law**

16.1.1 This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the **laws of the Republic of Mauritius**.

16.1.2 The governing law applies irrespective of the Client's domicile, residence, nationality, place of trading or location of assets.

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### **16.2 Jurisdiction and Forum**

16.2.1 The courts of the Republic of Mauritius shall have **exclusive jurisdiction** to settle any dispute, claim or proceeding arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination.

16.2.2 The Client irrevocably submits to such jurisdiction and waives any objection based on forum non conveniens or similar doctrine.

16.2.3 The Company may, at its discretion, bring proceedings in any other court of competent jurisdiction where necessary to enforce rights or recover debts.

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### **16.3 Service of Process**

16.3.1 The Client irrevocably appoints the address provided to the Company as the address for service of legal process.

16.3.2 Service by electronic means, courier or registered mail shall constitute valid service to the fullest extent permitted by law.

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### **16.4 Assignment, Transfer and Novation**

16.4.1 The Company may assign, novate, transfer or otherwise dispose of any of its rights or obligations under this Agreement, in whole or in part, to any Affiliate or third party without the Client's consent.

16.4.2 The Client may not assign, transfer or novate any rights or obligations without the Company's prior written consent.

16.4.3 Any permitted assignment or novation shall not affect the enforceability of this Agreement.

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## **16.5 Amendments and Variations**

16.5.1 The Company may amend this Agreement at any time by providing notice to the Client via the Trading Platform, email or other electronic means.

16.5.2 Amendments may take effect immediately where required by Applicable Regulations or risk management considerations.

16.5.3 Continued use of the Account or Services following an amendment constitutes **acceptance of the amended Agreement**.

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## **16.6 Waivers**

16.6.1 Any waiver by the Company must be in writing and signed by an authorised representative.

16.6.2 Failure or delay by the Company to exercise any right does not constitute a waiver.

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## **16.7 Entire Agreement and Order of Precedence**

16.7.1 This Agreement constitutes the **entire agreement** between the parties in respect of its subject matter.

16.7.2 In the event of conflict between documents, the following order of precedence applies:

- (a) this Agreement;
  - (b) product-specific terms expressly incorporated;
  - (c) policies and procedures incorporated by reference;
  - (d) platform rules and specifications.
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## **16.8 Severability**

16.8.1 If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.8.2 Any invalid provision shall be deemed modified to the minimum extent necessary to render it enforceable.

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## **16.9 Language**

16.9.1 This Agreement is drafted in the **English language**, which shall prevail over any translation.

16.9.2 Any translation is provided for convenience only and has no legal effect.

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## **16.10 Electronic Communications and Records**

16.10.1 The Client consents to the use of electronic communications and records.

16.10.2 Electronic records, logs and communications constitute legally admissible evidence to the fullest extent permitted by law.

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## **16.11 Third-Party Rights**

16.11.1 Except as expressly stated, no third party has rights under this Agreement.

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## **16.12 Survival**

16.12.1 Provisions relating to governing law, jurisdiction, complaints, indemnities, liability limitations, Client Money, recovery, evidentiary authority and regulatory compliance survive termination.

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## **16.13 Counterparts and Execution**

16.13.1 This Agreement may be executed electronically and in counterparts.

16.13.2 Acceptance by electronic means, platform acknowledgment or continued use of Services constitutes valid execution.