UEXO GLOBAL LTD

MASTER CLIENT AGREEMENT

INTRODUCTION AND PREAMBLE

This Master Client Agreement (the "Agreement") governs the legal relationship between UEXO Global Ltd, a company incorporated in the Republic of Mauritius under registration number 179291 and licensed and authorised by the Mauritius Financial Services Commission (the "FSC") as an Investment Dealer (Full Service Dealer, excluding underwriting) under Global Business Licence number GB21026300, with registered office at 12th Floor, Hennessy Court, Pope Hennessy Street, Port Louis, Mauritius 72201 (the "Company"), and the person or entity entering into this Agreement (the "Client").

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, except where and to the extent 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, together with the Incorporated Documents, 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 losing all deposited funds and, unless negative balance protection applies under Clause 5.11, the risk of losses exceeding amounts deposited. Such products are not suitable for all clients. This Agreement reflects a commercial allocation of risk between the parties, under which the Client assumes responsibility for its trading decisions, market exposure and execution outcomes, subject always to the Company's obligations under 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 at its own initiative and acknowledges that regulatory protections and supervisory regimes may differ from those applicable in its home jurisdiction.

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

SECTION 1 – DEFINITIONS, INTERPRETATION AND CONTRACTUAL FRAMEWORK

1.1 Definitions

1.1.1 In this Agreement, unless the context otherwise requires, the following terms have the meanings set out below. Defined terms apply throughout this Agreement and all Incorporated Documents.

> **"Account"** means any trading account maintained by the Company for the Client, including any sub-account, demo account converted to live use, or account linked to the Client by ownership, control or Authorised Persons.
>
> **"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, a system or feed malfunction, or to correct an obvious mistake or omission.

“Affiliate” means, in relation to the Company, any entity that directly or indirectly controls, is controlled by, or is under common control with the Company, including UXO Services Ltd (Cyprus, registration number HE437025), which provides administrative, operational and technical support services to the Company.

“Applicable Regulations” means all laws, regulations, rules, directives, circulars, guidelines, licence conditions and binding supervisory requirements applicable to the Company or to the Client relationship, including the Securities Act 2005, the Financial Services Act 2007, the Financial Intelligence and Anti-Money Laundering Act 2002 and regulations made thereunder, the Data Protection Act 2017, and rules, circulars and guidance issued by the FSC, in each case as amended from time to time.

“Authorised Person” means any individual expressly authorised by the Client, and accepted by the Company, to access or operate an Account on the Client's behalf, and any person who accesses an Account using the Client's Credentials.

“Balance” means the cash amount standing to the credit or debit of an Account, excluding unrealised profit or loss on open Positions.

“Business Day” means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Mauritius.

“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.

“Close-Out” means the closure, in whole or in part, of one or more open Positions, whether initiated by the Client or by the Company under this Agreement.

“Credentials” means the usernames, passwords, access codes, API keys, devices and other authentication methods used to access an Account or the Trading Platform.

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

“Equity” means the Balance of an Account plus or minus the unrealised profit or loss on open Positions.

“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 or market disruption, including incorrect Prices, misquotes, stale prices, incorrect calculations, incorrect Margin or financing, incorrect statements, platform malfunction or transmission failure.

“Event of Default” has the meaning given in Clause 15.1.

“Free Margin” means Equity minus Margin currently allocated to open Positions.

“Force Majeure Event” has the meaning given in Clause 16.1.

“Incorporated Documents” means the documents listed in Clause 20.4.2, each as amended and published by the Company from time to time, which are incorporated into and form an integral part of this Agreement.

“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.

“Margin” means the collateral required by the Company to open and maintain Positions, including initial, maintenance and variation margin.

“Order” means any instruction given by the Client, or by an Authorised Person or through the Client's Credentials, to enter into, amend or cancel a Transaction.

“Position” means an open exposure under a Transaction that has not been closed, expired or settled.

"Price" means any quoted, indicative, derived or executed price, spread, mark-up, rate or level made available or applied by the Company.

"Trading Platform" means the electronic trading system(s), applications, APIs and related software made available by the Company for accessing the Services.

"Transaction" means a contract for difference ("CFD") or other leveraged or derivative contract entered into between the Company and the Client under this Agreement.

1.2 Interpretation

1.2.1 Headings are for convenience only and do not affect interpretation. References to statutes include amendments, replacements and re-enactments. Words importing the singular include the plural and vice versa. References to a Section or Clause are to a section or clause of this Agreement unless stated otherwise. "Including" means including without limitation.

1.2.2 This Agreement shall be interpreted to give effect to its commercial and regulatory purpose, consistently with the Company's obligations under Applicable Regulations.

1.3 Status, Nature and Scope of this Agreement

1.3.1 This Agreement constitutes a master client agreement governing the entire trading relationship between the Company and the Client and applies to all present and future dealings between them from the date on which the Client accepts this Agreement.

1.3.2 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 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, market data and ancillary services; and

(e) all communications, confirmations, statements, notices, disclosures and records.

1.3.3 This Agreement applies on a continuing basis and governs each Transaction individually and cumulatively. No Transaction gives rise to a separate agreement unless expressly agreed in writing.

1.3.4 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. Nothing in this Agreement excludes or limits any right or protection of the Client under Applicable Regulations that cannot lawfully be excluded or limited, or any liability of the Company that cannot lawfully be excluded or limited.

1.4 Errors, Corrections and Adjustments

1.4.1 The Client acknowledges 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.

1.4.2 Where the Company identifies an Error or Manifest Error, the Company may, acting reasonably and in good faith:

(a) correct, amend or restate any Price, spread, mark-up or execution level;

(b) cancel, void, reverse, rebook or reprice any affected Order, Transaction or Position;

(c) adjust profits, losses, balances, Margin, Equity, fees or financing charges to the position that would have prevailed absent the Error;

(d) reallocate credits or debits between Accounts of the Client; and

(e) Close-Out affected Positions where necessary to manage risk.

1.4.3 Adjustments may be applied retrospectively, including after execution, settlement, withdrawal or Account closure, where necessary to correct the effects of an Error and to the extent permitted by Applicable Regulations.

1.4.4 The Company will notify the Client of any material Adjustment affecting the Client's Account as soon as reasonably practicable after it is applied, together with a brief explanation of its basis.

1.4.5 The correction of an Error in accordance with this Clause does not of itself constitute a breach of this Agreement. Execution confirmations do not constitute confirmation of the correctness of a Price affected by a Manifest Error.

1.5 Determinations, Calculation Agent and Evidence

1.5.1 The Company acts as calculation agent for all Determinations under this Agreement. 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.

1.5.2 The Company's records, including platform logs, execution records, pricing data, audit trails and recordings, shall, in the absence of manifest error, constitute prima facie evidence of the matters to which they relate. Nothing in this Clause prevents the Client from adducing its own evidence in any complaint or proceeding.

1.6 Survival

1.6.1 Provisions of this Section relating to Errors, Determinations, Adjustments and evidence survive termination of this Agreement.

SECTION 2 – THE COMPANY, REGULATORY STATUS AND CROSS-BORDER PROVISION OF SERVICES

2.1 Regulatory Status of the Company

2.1.1 The Company is incorporated in the Republic of Mauritius under registration number 179291 and is licensed and regulated by the FSC as an Investment Dealer (Full Service Dealer, excluding underwriting) under Global Business Licence number GB21026300. The Company provides the Services strictly within the scope of its licence and Applicable Regulations.

2.1.2 The Client acknowledges that the Company's regulatory authorisation is limited to Mauritius, that the Company does not represent that it is authorised, licensed or supervised in any other jurisdiction, and that the regulatory protections applicable in Mauritius may differ materially from those applicable in the Client's jurisdiction.

2.1.3 The Company may restrict, modify or terminate the provision of Services, in whole or in part, where required to comply with its licence conditions, Applicable Regulations or the directions of a competent authority.

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. Access to the Trading Platform or maintenance of an Account does not imply that the Company is authorised or regulated in the Client's jurisdiction.

2.3 Reverse Solicitation and Client Initiative

2.3.1 Where the Client is resident, domiciled or located outside Mauritius, the Client represents and warrants on a continuing basis that:

(a) the Client approached the Company at its own exclusive initiative;

(b) the Client was not solicited, induced or targeted by marketing directed at the Client's jurisdiction in breach of the laws of that jurisdiction; and

(c) the Client independently requested the provision of the Services.

2.3.2 The Client acknowledges that these confirmations are material to the Company's decision to accept the Client. Any breach of this Clause constitutes a material breach of this Agreement entitling the Company to restrict, suspend or terminate the Services.

2.4 Cross-Border Legal and Tax Responsibility

2.4.1 The Client is solely responsible for determining whether opening and operating an Account, trading CFDs or other products, and transferring funds to and from the Company are lawful in the Client's jurisdiction, and for compliance with all local laws, tax obligations, exchange controls and reporting requirements applicable to the Client.

2.4.2 The Company bears no responsibility for any breach by the Client of laws applicable to the Client in its own jurisdiction.

2.5 Group Service Providers and Outsourcing

2.5.1 The Client acknowledges that the Company may engage Affiliates and third-party service providers, including UXO Services Ltd, to provide administrative, operational, technological and support functions in connection with the Services. The Company remains responsible for its regulatory obligations notwithstanding any such arrangement, and outsourced providers act under the Company's instructions and controls.

2.6 Survival

2.6.1 This Section survives termination of this Agreement.

SECTION 3 – CLIENT CATEGORISATION AND APPROPRIATENESS

3.1 Purpose of Categorisation

3.1.1 The Company may categorise the Client for regulatory, administrative, reporting or operational purposes in accordance with Applicable Regulations and its internal policies. Categorisation may affect the leverage, products, disclosures and protections available to the Client.

3.1.2 Categorisation is performed solely for such purposes and does not constitute investment advice, a recommendation, or an assessment that any Transaction or Service is suitable for the Client. Responsibility for assessing the suitability and consequences of trading rests with the Client.

3.2 Appropriateness Assessments

3.2.1 Where the Company conducts an appropriateness assessment, the assessment is based solely on information provided by the Client, is not a guarantee of the Client's understanding or experience, and does not limit the Client's responsibility for its trading decisions. The Company may determine, based on the assessment or its risk policies, that certain products, leverage levels or Services are restricted or unavailable to the Client, and any warning given does not constitute advice.

3.3 Reliance on Client Information

3.3.1 All categorisation and appropriateness determinations are made in reliance on information provided by the Client. The Company is entitled to rely on such information without independent verification unless Applicable Regulations require otherwise, and the Client must promptly notify the Company of any change to it.

3.3.2 The Client bears the consequences of inaccurate, incomplete or outdated information provided by it, including incorrect categorisation. Incorrect categorisation arising from such information does not invalidate this Agreement or any Transaction, and the Company is not liable for consequences of categorisation made reasonably and in good faith in reliance on information provided by the Client.

3.4 Recategorisation

3.4.1 The Company may recategorise the Client where required by Applicable Regulations, a change in the Client's circumstances, or its risk-management policies. The Company will give the Client notice of a recategorisation and its practical consequences as soon as reasonably practicable, and recategorisation may take immediate effect where required by Applicable Regulations or for risk-management reasons.

3.5 Survival

3.5.1 This Section survives termination of this Agreement.

SECTION 4 – CLIENT REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS; AML/CFT AND SANCTIONS

4.1 Capacity, Authority and Binding Effect

4.1.1 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 perform its obligations;

(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, and all approvals necessary to enter into and perform this Agreement have been obtained and remain in force; and

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

4.1.2 Each Authorised Person notified to and accepted by the Company is duly authorised to access and operate the Account and to bind the Client, and the Company may rely on that authority until it receives written notice of revocation and has had a reasonable opportunity to act on it.

4.1.3 The Client is responsible for all Orders and instructions placed through the Client's Credentials, whether or not actually authorised by the Client, unless and until the Client has notified the Company that its Credentials may be compromised and the Company has had a reasonable opportunity to suspend access. The Client must keep its Credentials secure and confidential.

4.2 Accuracy, Completeness and Continuing Disclosure

4.2.1 The Client represents and warrants that all information, declarations and documents provided to the Company, whether during onboarding or thereafter, are true, accurate, complete and not misleading.

4.2.2 The Client undertakes to promptly notify the Company of any change to information previously provided, including any change in:

(a) identity, nationality, residency or contact details;

(b) employment, occupation, financial position or solvency;

(c) ownership, control, beneficial ownership or Authorised Persons;

(d) tax residency or status under FATCA or the Common Reporting Standard (“CRS”);

(e) source of funds, source of wealth or expected trading activity; and

(f) sanctions exposure, politically exposed person (“PEP”) status or material adverse information.

4.2.3 Failure to notify the Company of a material change constitutes a material breach of this Agreement.

4.3 AML/CFT Undertakings and Verification

4.3.1 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.

4.3.2 The Client shall promptly provide such information and documentation as the Company may reasonably request for know-your-client, AML/CFT, sanctions-screening, regulatory-reporting, risk-management or fraud-prevention purposes, including in connection with any deposit or withdrawal.

4.3.3 The Company may, acting reasonably and in good faith, delay, block, freeze or refuse to process any instruction, Transaction, deposit or withdrawal, and may restrict or suspend the Account, where it considers this necessary to comply with Applicable Regulations or any request or requirement of a competent authority or sanctions body, or pending completion of verification or enhanced due diligence, including where identification documents have expired and refreshed documentation is outstanding. The Company may be prohibited by law from disclosing the reasons for such action.

4.4 Source of Funds and Declaration of Deposit

4.4.1 The Client represents and warrants that all funds transferred to the Company are derived from lawful sources, are not proceeds of crime, are beneficially owned by the Client, are free of liens, encumbrances and third-party claims, and are not connected to money laundering, terrorist financing or sanctions evasion.

4.4.2 The Company may require the Client to complete and sign a Declaration of Deposit or equivalent attestation in respect of any deposit, and may decline or return any deposit pending its receipt.

4.5 Sanctions and Political Exposure

4.5.1 The Client represents and warrants that neither the Client nor any beneficial owner, controller or Authorised Person is subject to sanctions, an asset freeze or restrictive measures, is owned or controlled by a sanctioned person, or acts on behalf of or for the benefit of a sanctioned person. The Client must immediately notify the Company if any such status arises.

4.5.2 Where sanctions exposure exists or is reasonably suspected, the Company may immediately restrict, suspend or terminate the Services, freeze assets and make any report required to competent authorities.

4.6 Knowledge, Experience and No Reliance

4.6.1 The Client represents that it has sufficient knowledge and experience to understand the nature and risks of CFDs and leveraged trading, including margin mechanics, volatility, slippage, gapping and liquidation risk.

4.6.2 The Client confirms that all trading decisions are made independently and that the Client does not rely on any information, market commentary, education or communication from the Company as investment advice or a recommendation. The Company does not act as the Client's fiduciary or adviser and owes no duty to monitor the Client's trading or to warn the Client of market movements.

4.7 Continuing Nature of Representations

4.7.1 Each representation, warranty and undertaking in this Section is continuing and is deemed repeated each time the Client places an Order, enters into a Transaction, or makes a deposit or withdrawal request.

4.8 Fraud, Misrepresentation and Remedies

4.8.1 Where the Company reasonably determines that a Transaction, credit, profit or withdrawal has been procured by fraud, material misrepresentation, misuse of the Trading Platform or a breach of Section 11 (Prohibited Practices), the Company may, acting reasonably and in accordance with Clause 1.4:

(a) cancel, reverse or Adjust the affected Transactions;

(b) Close-Out affected Positions;

(c) reclaim profits, credits, rebates or incentives improperly obtained;

(d) withhold or reverse related withdrawals; and

(e) recover resulting losses, deficits and costs from the Client.

4.8.2 These remedies may be exercised after settlement, withdrawal or Account closure to the extent permitted by law, and survive termination of this Agreement.

4.9 Indemnity

4.9.1 The Client shall indemnify the Company and its Affiliates against all losses, liabilities, penalties, fines, costs and expenses (including reasonable legal fees) arising from: (a) the Client's breach of this Section; (b) inaccurate or misleading information provided by the Client; (c) regulatory investigations or enforcement attributable to the Client's conduct; or (d) fraud, misuse, sanctions or AML/CFT exposure caused by the Client. This indemnity does not apply to the extent a loss results from the Company's gross negligence, wilful misconduct or fraud.

4.10 Survival

4.10.1 This Section survives termination of this Agreement.

SECTION 5 – RISK ACKNOWLEDGEMENTS AND NEGATIVE BALANCE PROTECTION

5.1 Fundamental Risk Acknowledgement

5.1.1 The Client acknowledges that trading in CFDs and other leveraged instruments involves a high degree of risk, is speculative, and may result in the rapid loss of some or all invested capital. The Client has received, read and understood the Company's Risk Disclosure Notice, which forms part of this Agreement, and enters into this Agreement and each Transaction voluntarily and with full awareness of those risks.

5.2 Market, Volatility and Liquidity Risk

5.2.1 Financial markets may be volatile, illiquid or disrupted. Prices may gap, spike, widen or become unavailable without warning, including around macroeconomic events, political developments, central-bank decisions, market openings and closings, and periods of thin or one-sided liquidity. Orders may be executed partially, at different prices, with slippage, or not at all, and the Company does not guarantee execution at any particular price, level or time.

5.3 Leverage, Margin and Close-Out Risk

5.3.1 Leverage magnifies both gains and losses, and small market movements may produce disproportionate losses relative to deposited funds. Margin requirements may change in accordance with Section 8, and failure to maintain required Margin may result in Close-Out of Positions without prior notice, as further described in that Section.

5.4 Conditional Orders Not Guaranteed

5.4.1 Stop-loss, take-profit, limit, trailing-stop and other conditional Orders are not guaranteed. They may be executed at worse prices than specified, or not executed at all, due to gapping, volatility or liquidity conditions.

5.5 Technology and Platform Risk

5.5.1 The Trading Platform and related systems are provided on an “as is” and “as available” basis. The Client accepts the risk of platform outages, system delays or failures, data-feed interruptions, connectivity issues and cyber incidents, subject to Clause 17.2.

5.6 Third-Party Risk

5.6.1 The Company relies on third parties including liquidity providers, execution venues, data providers, banks, custodians, payment service providers and technology vendors. Failures, delays or insolvency of such third parties may affect execution, pricing, fund transfers or platform availability.

5.7 Regulatory and Cross-Border Risk

5.7.1 Applicable Regulations may change or be reinterpreted, which may affect available products, leverage limits, margin requirements, trading conditions and client protections. Where the Client accesses the Services cross-border, regulatory protections may be reduced or unavailable and dispute resolution may occur in a foreign jurisdiction.

5.8 Communication Risk

5.8.1 Delays or failures in communication may occur, and the Client should not rely on any single communication channel for time-critical instructions.

5.9 No Guarantee of Profit

5.9.1 The Company makes no representation or guarantee regarding profits, performance or outcomes. Past performance is not indicative of future results.

5.10 Continuing Acceptance

5.10.1 The acknowledgements in this Section are continuing and are deemed repeated each time the Client uses the Trading Platform or enters into a Transaction.

5.11 Negative Balance Protection

5.11.1 Negative balance protection is not provided as standard. If the Balance of an Account becomes negative, the negative amount constitutes a debt immediately due and payable by the Client to the Company on demand, except where Clause 5.11.2 applies.

5.11.2 The Company may, at its discretion or where required by Applicable Regulations, grant negative balance protection to a Client in writing. Where granted, negative balance protection: (a) applies per Account and is limited to losses arising from ordinary trading activity; and (b) does not apply to deficits arising from the Client's fraud, breach of Section 11 (Prohibited Practices), a Manifest Error exploited by the Client, or amounts owed other than trading losses.

5.11.3 The Client should not treat any voluntary decision by the Company to waive a deficit on one occasion as an entitlement to negative balance protection on any other occasion.

5.12 Survival

5.12.1 This Section survives termination of this Agreement.

SECTION 6 – TRADING PLATFORM, ACCESS AND SECURITY

6.1 Licence and Use

6.1.1 The Company grants the Client a personal, non-exclusive, non-transferable and revocable right to use the Trading Platform solely for the purpose of accessing the Services in accordance with this Agreement. All intellectual property in the Trading Platform remains with the Company or its licensors.

6.2 Credentials and Security

6.2.1 The Client is responsible for maintaining the confidentiality and security of its Credentials and for all activity conducted through them, in accordance with Clause 4.1.3. The Client must notify the Company immediately upon becoming aware of any loss, theft or unauthorised use of its Credentials, and the Company will suspend access as soon as reasonably practicable following such notice.

6.3 Automated and Algorithmic Trading

6.3.1 The Client shall not use automated, algorithmic or high-frequency trading systems, expert advisers or APIs to access the Services without the Company's prior written consent. The Company may impose and vary limits on message rates, order frequency and system usage, and may suspend automated access where it reasonably considers this necessary to protect the integrity of the Trading Platform or comply with Applicable Regulations.

6.4 Availability, Maintenance and Suspension

6.4.1 The Company does not guarantee uninterrupted availability of the Trading Platform. The Company may suspend access, in whole or in part, for maintenance, upgrades, security incidents, regulatory reasons or risk management. Where reasonably practicable, the Company will give advance notice of planned maintenance.

6.5 Market Data

6.5.1 Market data, quotes, news and analytics made available through the Trading Platform are provided for information only, may be sourced from third parties, and may not be redistributed. The Company does not warrant their accuracy or completeness.

6.6 Survival

6.6.1 Clauses 6.1 and 6.2 survive termination of this Agreement.

SECTION 7 – ORDERS, EXECUTION, PRICING AND BEST EXECUTION

7.1 General Principles Governing Orders

7.1.1 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 risk controls. Submission of an Order constitutes a binding instruction.

7.1.2 The Company may decline, reject or cancel an Order acting reasonably, including for regulatory, risk-management, liquidity or operational reasons, or where the Order does not comply with platform requirements or Margin requirements. The Company will make reasonable efforts to inform the Client of a rejection through the Trading Platform.

7.1.3 The Company may impose minimum or maximum Order sizes, quantity limits, exposure limits or other constraints, which may vary by instrument and market conditions, as published on the Trading Platform or the Company's website.

7.2 Order Types

7.2.1 The Company may make available Market Orders, Limit Orders, Stop Orders, Stop-Limit Orders, Trailing Stops, Take-Profit Orders and other order types via the Trading Platform. Their availability and behaviour may vary by instrument and market conditions.

7.2.2 The Client acknowledges in particular that: (a) Market Orders execute at the best price available to the Company at the time of execution and are subject to slippage; (b) Limit Orders may remain unfilled; (c) Stop Orders become Market Orders when the Company's Price reaches the trigger level and may execute at worse prices due to gapping; and (d) trailing mechanisms may lag fast markets. Conditional Orders are triggered by reference to the Company's Prices.

7.3 Amendments and Cancellations

7.3.1 The Client may request amendment or cancellation of an Order prior to execution, subject to system availability and market conditions; the Company does not guarantee that such requests will be processed before execution. The Company may amend or cancel Orders where required by market conditions, Errors, regulatory requirements or risk management, in accordance with Clause 1.4.

7.4 Execution Model and Capacity

7.4.1 The Company acts as principal to every Transaction and is the Client's sole contractual counterparty. The Company does not act as agent, broker or fiduciary of the Client. The Company may hedge, offset, aggregate or internalise its exposure, in whole or in part, at its discretion; its hedging decisions do not affect the validity of any Transaction with the Client.

7.5 Pricing

7.5.1 Prices made available to the Client are derived prices generated by the Company using one or more of: liquidity-provider quotes, execution-venue prices, market-data feeds, internal pricing models, and spreads or mark-ups applied by the Company. The Company's Prices may differ from prices in underlying or reference markets.

7.5.2 Prices displayed prior to execution are indicative only and may change between Order submission and execution.

7.6 Slippage and Requotes

7.6.1 Execution may occur at prices better or worse than requested. Slippage is applied symmetrically: the Client will receive the benefit of positive slippage and bear the cost of negative slippage on the same basis. The Company may requote or reject an Order where the requested Price is no longer available, market conditions have changed, liquidity is insufficient or a pricing Error has occurred. The Client acknowledges that liquidity providers may apply last-look or validation mechanisms before confirming execution, as described in the Best Execution Policy, which may result in delay, rejection, re-pricing or partial fills.

7.7 Best Execution

7.7.1 The Company owes the Client a duty to take all reasonable steps to obtain the best possible result when executing Orders, in accordance with Applicable Regulations and the Company's Best Execution Policy, which forms part of this Agreement. Best execution is a process-based obligation assessed over time and across relevant execution factors — including price, costs, speed, likelihood of execution and settlement, size and nature of the Order, with price and total consideration generally given the greatest relative importance — and not an outcome-based guarantee of the best possible price for each individual Transaction. Where the Client gives a specific instruction (such as a price limit, stop level or timing parameter), the Company executes in accordance with that instruction, which may prevent it from taking the steps it would otherwise take to obtain the best possible result for the elements covered by the instruction.

7.7.2 The Client acknowledges that the Company executes Orders as principal within its own execution environment as described in the Best Execution Policy, and that execution outcomes are assessed against that policy rather than against prices available on external exchanges or from other brokers. By entering into this Agreement the Client consents to the Company's execution arrangements and to execution outside a regulated exchange.

7.8 Conflicts of Interest

7.8.1 The Client acknowledges that conflicts of interest may arise because the Company acts as principal, determines its own Prices and may profit from spreads, mark-ups or the outcome of Transactions. The Company identifies and manages conflicts in accordance with its Conflict of Interest Policy, which forms part of this Agreement, and the Client, having received that disclosure, consents to the Company's principal-dealing model. This consent is specific to the disclosed arrangements and does not limit or dilute any duty owed by the Company under the Conflict of Interest Policy or Applicable Regulations.

7.9 Client Monitoring

7.9.1 The Client is responsible for monitoring its Orders, Positions and Margin. The Company has no obligation to monitor Orders on the Client's behalf beyond its obligations under Applicable Regulations.

7.10 Survival

7.10.1 This Section survives termination of this Agreement in respect of all Orders and Transactions entered into before termination.

SECTION 8 – MARGIN, LEVERAGE, STOP-OUT AND CLOSE-OUT

8.1 Margin-Based Trading

8.1.1 All trading under this Agreement is conducted on a margin basis. Margin secures the Client's present, future and contingent obligations to the Company. The Client remains liable for all losses, deficits, fees and financing charges arising from its trading, irrespective of the amount of Margin posted, subject to Clause 5.11.

8.2 Margin Requirements and Leverage

8.2.1 The Company sets initial, maintenance and variation Margin requirements, which may differ by product, market conditions, volatility, client categorisation and exposure size. Leverage available to the Client may vary dynamically in accordance with the Dynamic Leverage Terms and Conditions, which form part of this Agreement.

8.2.2 The Company may increase Margin requirements or reduce available leverage at any time where reasonably required for risk-management or regulatory reasons. Changes take effect on publication via the Trading Platform or notice to the Client and may, where the circumstances reasonably require, apply to existing as well as new Positions. Where a change applies to existing Positions and is not required to take immediate effect, the Company will give the Client reasonable advance notice. Automatic, event-based temporary leverage reductions (for example around market close, market open or major economic announcements) may apply without prior notice in accordance with the Dynamic Leverage Terms and Conditions.

8.2.3 The Client has no entitlement to any particular leverage level.

8.3 Margin Monitoring and Margin Calls

8.3.1 The Client must maintain sufficient Margin at all times to support its open Positions and is responsible for monitoring its Margin level, including during periods when the Client cannot access the Trading Platform.

8.3.2 The Company may, but is not obliged to, issue margin calls, warnings or notifications before taking protective action. Any margin call issued is voluntary and does not create a continuing obligation to issue margin calls in future.

8.4 Stop-Out and Forced Close-Out

8.4.1 The stop-out mechanism is defined in this Agreement, and the applicable stop-out levels are published in the contract specifications on the Company's website or Trading Platform, by reference to Margin, Equity or other risk metrics. If a stop-out level is reached or breached, or if Margin is otherwise insufficient, the Company may without prior notice close some or all of the Client's Positions, in whole or in part, prevent new Orders and adjust Margin requirements, in order to limit further risk to the Client or the Company.

8.4.2 The Company will determine reasonably which Positions are closed and in what sequence, having regard to prevailing market conditions and its risk-management policies. During fast markets or gapping, Close-Out may occur at prices materially worse than the stop-out trigger, and losses may exceed deposited funds, subject to Clause 5.11.

8.5 Cross-Account Margin and Netting

8.5.1 The Company may apply Margin, collateral, credits or balances held in any Account of the Client toward obligations arising in any other Account of the Client, and may net or consolidate exposures across the Client's Accounts.

8.6 Retroactive Corrections

8.6.1 Where an Error, pricing correction, financing adjustment or regulatory requirement so requires, the Company may adjust Margin, Equity or balances in accordance with Clause 1.4, and the Client remains liable for any resulting deficit.

8.7 Survival

8.7.1 This Section survives termination of this Agreement in respect of obligations arising before termination.

SECTION 9 – DEPOSITS, WITHDRAWALS AND CLIENT MONEY

9.1 Deposits

9.1.1 The Client may fund an Account only using payment methods accepted by the Company and held in the Client's own name. Third-party payments are strictly prohibited, save where the third party has been disclosed to the Company and the Company has expressly approved the arrangement in writing following satisfactory due diligence, and the Company may reject or return any deposit received from an unapproved third party or an unverified source, net of any transfer costs incurred.

9.1.2 Deposits are credited only once received in cleared funds and after completion of any applicable AML/CFT checks. The Company may require a Declaration of Deposit or supporting documentation in respect of any deposit in accordance with Clause 4.4.

9.1.3 Where the Company accepts cryptocurrency deposits, the Client must declare, and on request prove, ownership of the funding wallet; deposits from third-party wallets are prohibited; the Company may use blockchain analytics and may reject deposits from wallets or addresses it assesses as high-risk.

9.2 Withdrawals

9.2.1 Subject to this Agreement, the Client may request withdrawal of Free Margin at any time. Withdrawals are processed to a destination in the Client's own name and, wherever technically feasible, are returned to the original source of deposit, in accordance with the Company's Refund Policy.

9.2.2 The Company may decline or delay a withdrawal, acting reasonably, where: (a) the request would reduce Equity below the Margin required for open Positions; (b) AML/CFT checks, verification or enhanced due diligence are pending under Clause 4.3; (c) the destination is a third-party account or cannot be verified; (d) amounts are due to the Company; or (e) required by Applicable Regulations or a competent authority.

9.2.3 Processing timelines depend on the payment provider and applicable checks, as described in the Refund Policy. Fees and charges of payment providers, intermediary banks and blockchain networks are borne by the Client and may be deducted from the amount transferred. Currency conversion, where required, is performed at the Company's prevailing conversion rate, and exchange-rate movements between deposit and withdrawal are borne by the Client. Withdrawals of cryptocurrency-funded balances are processed only to a wallet verified as belonging to the Client, and the Company is not responsible for transfers to an incorrect wallet address provided by the Client.

9.3 Refunds and Chargebacks

9.3.1 Refunds of deposited funds independent of trading activity are governed by the Refund Policy, which forms part of this Agreement. The Client shall not initiate a chargeback or payment reversal in respect of a deposit otherwise than through the complaints process in Section 14, and the Company may recover losses, fees and administrative costs arising from unjustified chargebacks and may suspend the Account pending their resolution.

9.4 Client Money

9.4.1 Money received or held by the Company for the Client which constitutes Client Money is held in accordance with Applicable Regulations, segregated from the Company's own funds, in one or more accounts with credit institutions selected by the Company with reasonable skill and care. Client Money may be held in omnibus accounts pooled with money of other clients, and with institutions located inside or outside Mauritius.

9.4.2 Funds applied to meet Margin, realised losses, fees, financing charges or other amounts properly due to the Company cease to be Client Money to the extent of that application, and the Client authorises such application.

9.4.3 Unless required by Applicable Regulations or agreed in writing, no interest is payable to the Client on Client Money.

9.4.4 The Client acknowledges that: (a) an institution holding Client Money may be subject to the insolvency laws of its own jurisdiction, which may differ from Mauritius law; (b) in an insolvency affecting pooled Client Money, recovery may be delayed and any shortfall in the pool may be shared pro rata among clients; and (c) beyond the protections conferred by Applicable Regulations, this Agreement does not create any additional trust or proprietary right over specific monies.

9.4.5 The Company is not liable for the acts, omissions or insolvency of any credit institution holding Client Money, provided the Company selected and appointed it with reasonable skill and care, and except as otherwise required by Applicable Regulations.

9.5 Set-Off

9.5.1 The Company may set off any amount properly due and payable by the Client against any balance held for the Client, across Accounts and currencies, to the extent permitted by Applicable Regulations. Set-off rights survive termination.

9.6 Dormant and Inactive Accounts

9.6.1 An Account with no trading activity for a continuous period specified in the Company's published fee schedule may be classified as inactive and may incur an inactivity fee as so published, subject to prior notice to the Client. An Account inactive for an extended period may be classified as dormant and archived; any remaining Client balance will continue to be held or returned to the Client in accordance with Applicable Regulations, and the Client may reclaim it at any time subject to verification.

9.7 Survival

9.7.1 This Section survives termination of this Agreement in respect of funds received before termination.

SECTION 10 – FEES, CHARGES AND FINANCING

10.1 Obligation to Pay

10.1.1 The Client agrees to pay all fees, charges, spreads, commissions, financing costs, mark-ups and other amounts properly arising in connection with the Account, the Services and its Transactions, as set out in this Agreement, the Incorporated Documents, and the fee schedule and contract specifications published on the Company's website or Trading Platform. Amounts payable are exclusive of taxes, which are borne by the Client unless stated otherwise.

10.2 Spreads, Mark-Ups and Commissions

10.2.1 The Company's compensation may be charged explicitly, embedded in spreads or Prices, or reflected through mark-ups. Current spreads, commissions and contract specifications are published on the Company's website or Trading Platform, and the absence of an explicit fee does not indicate the absence of compensation to the Company.

10.2.2 The Company may amend its fees, spreads, commissions and contract specifications from time to time in accordance with Clause 20.1.

10.3 Financing, Rollover and Swap-Free Accounts

10.3.1 Positions held open beyond the relevant trading day may incur financing, rollover or swap charges (which may be positive or negative), calculated by the Company using its pricing models, reference rates and mark-ups, as published in the contract specifications. Financing charges may materially affect the profitability of Positions held over time.

10.3.2 Where the Company offers swap-free (Islamic) accounts, they are provided subject to eligibility criteria and any substitute administrative charges published by the Company, and may be withdrawn where the Company reasonably determines that the facility is being abused.

10.4 Non-Trading Fees

10.4.1 The Company may charge fees for account maintenance or inactivity (subject to Clause 9.6), deposits, withdrawals or transfers to the extent described in Clause 9.2.3 and the Refund Policy, currency conversion, data or platform access, and the investigation and administration of chargebacks or payment reversals, in each case as published in the fee schedule. Fees properly due may be deducted from the Account.

10.5 Corrections

10.5.1 Where a fee, financing charge or balance has been miscalculated or misapplied, the Company may correct it in accordance with Clause 1.4, including retrospectively, and will notify the Client of material corrections.

10.6 Recovery and Costs

10.6.1 The Company may pursue recovery of amounts properly due through set-off, demand and legal proceedings, and the Client shall reimburse the Company's reasonable costs of recovery, including legal fees and collection costs, except to the extent a court or competent authority determines the amounts were not due.

10.7 Survival

10.7.1 This Section survives termination of this Agreement in respect of amounts accrued before termination.

SECTION 11 – PROHIBITED PRACTICES, ABUSIVE TRADING AND ENFORCEMENT

11.1 Purpose and Scope

11.1.1 This Section sets out practices that are strictly prohibited and the Company's investigation and enforcement powers. It applies to all trading activity, Orders, Transactions, Accounts, Authorised Persons, devices and access methods, whether manual, automated or algorithmic. Compliance with this Section is a fundamental condition of the provision of the Services.

11.2 General Prohibition

11.2.1 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, disorderly or disruptive to markets or the Company's systems; or (e) breaches Applicable Regulations.

11.3 Latency and Arbitrage Abuse

11.3.1 The Client shall not engage in latency arbitrage or strategies designed to exploit delays or discrepancies between pricing feeds, execution venues or platform updates, including trading on stale or delayed Prices, exploiting discrepancies between the Company's Prices and underlying markets, or rapid order submission designed to exploit feed latency.

11.3.2 The Client shall not engage in strategies designed to eliminate or materially reduce market risk through abuse, including hedging across accounts or platforms to lock in risk-free profits, or strategies designed to exploit promotional conditions, Errors or execution mechanics.

11.4 Manipulative and Disorderly Trading

11.4.1 The Client shall not engage in manipulative or deceptive practices, including spoofing, layering, placing Orders without intent to execute, artificial volume generation, or abuse of order modification and cancellation features, and shall not disrupt the orderly operation of the Trading Platform.

11.5 Platform Misuse

11.5.1 The Client shall not: (a) use multiple Accounts to circumvent controls or limits; (b) share Credentials or permit unauthorised access; (c) use technical measures to evade detection, misrepresent its location or circumvent jurisdiction controls; or (d) manipulate platform settings to gain an unfair advantage.

11.6 Determination of Abuse and Investigations

11.6.1 The Company may determine whether a practice is prohibited on the basis of trading patterns, statistical analysis, system logs, audit trails and regulatory guidance, in accordance with Clause 1.5. Abuse may be identified retrospectively.

11.6.2 Where the Company reasonably suspects a prohibited practice, it may, without prior notice and pending investigation, suspend trading, restrict Account functionality, withhold affected withdrawals and close Positions, provided such measures are proportionate to the suspected conduct and maintained no longer than reasonably necessary. The Client shall cooperate with any investigation and provide information reasonably requested.

11.7 Remedies

11.7.1 Where a prohibited practice is identified, the Company may, acting reasonably: cancel, reverse or Adjust affected Transactions; Close-Out affected Positions; reclaim profits, credits, rebates or incentives derived from the conduct; recover resulting losses and costs; and suspend or terminate this Agreement. Remedies may be applied after withdrawal or Account closure to the extent permitted by law.

11.7.2 The Company may report suspected market abuse or unlawful conduct to regulators, law-enforcement or other competent authorities.

11.8 Survival

11.8.1 This Section survives termination of this Agreement in respect of trading activity before termination.

SECTION 12 – REPORTING, RECORDS AND COMMUNICATIONS

12.1 Confirmations and Statements

12.1.1 The Company will make available to the Client, through the Trading Platform or another durable medium, confirmation of each executed Transaction promptly after execution, and periodic statements of the Account, in accordance with Applicable Regulations.

12.1.2 The Client must review confirmations and statements promptly and notify the Company of any apparent error or discrepancy as soon as reasonably practicable after it is or ought reasonably to have been discovered. Absence of an objection within a reasonable period may be treated as prima facie (but not conclusive) acceptance of the record, without prejudice to the Client's rights under Applicable Regulations or either party's rights under Clause 1.4.

12.2 Recording of Communications

12.2.1 The Company may record telephone conversations, electronic communications and platform interactions with the Client, with or without an automated warning tone, for compliance, evidential, security and quality purposes. Recordings are the Company's property, are retained for at least seven (7) years or such longer period as Applicable Regulations require, and may be used in complaints handling, investigations and proceedings. A copy of recordings relating to the Client's Transactions is available on request to the extent required by Applicable Regulations.

12.3 Notices

12.3.1 The Company may give notices to the Client via the Trading Platform, by email to the Client's registered address, or by other electronic means, and such notices are deemed received on the Business Day after being made available or sent. The Client may give notices to the Company at the contact details published on the Company's website, and such notices are effective on actual receipt.

12.3.2 The Client is responsible for keeping its contact details up to date and for regularly checking the Trading Platform and its registered email.

12.4 Electronic Communications and Language

12.4.1 The Client consents to receiving information, agreements, disclosures and notices in electronic form. Electronic records and communications are admissible as evidence to the fullest extent permitted by law. This Agreement is drafted in English, which prevails over any translation provided for convenience.

12.5 Survival

12.5.1 Clauses 12.1.2 and 12.2 survive termination of this Agreement.

SECTION 13 – DATA PROTECTION, CONFIDENTIALITY AND TAX REPORTING

13.1 Data Protection

13.1.1 The Company processes personal data in accordance with the Data Protection Act 2017 of Mauritius and other Applicable Regulations, and as described in the Company's Privacy Policy and Cookie Policy, which form part of this Agreement. By entering into this Agreement the Client acknowledges the Privacy Policy and, where the Client provides personal data of any Authorised Person, beneficial owner or other individual, the Client confirms it is authorised to do so and has informed that individual of the Privacy Policy.

13.1.2 Personal data may be disclosed, on a need-to-know basis and subject to appropriate safeguards, to: Affiliates and group service providers (including UXO Services Ltd); payment service providers, banks and liquidity providers; professional advisers and auditors; IT and verification providers; and regulators, courts, tax authorities and law-enforcement agencies where required. Data may be transferred outside Mauritius subject to the safeguards described in the Privacy Policy.

13.2 Confidentiality

13.2.1 Each party shall keep confidential the non-public information of the other obtained in connection with this Agreement, except for disclosures: (a) required by law, regulation or a competent authority; (b) to regulators, including the FSC, or to any ombudsperson or dispute-resolution body; (c) to professional advisers, auditors and insurers under duties of confidence; (d) to service providers engaged in performing this Agreement; or (e) made with the other party's consent. Nothing in this Agreement prevents or restricts the Client from communicating with, or making a complaint or report to, the FSC or any other competent authority at any time.

13.3 FATCA, CRS and Tax Reporting

13.3.1 The Client shall provide the Company with such self-certifications, forms and documentation as the Company reasonably requires to comply with FATCA, the CRS and other tax-reporting obligations, and shall notify the Company promptly of any change in circumstances affecting its tax status. The Client acknowledges that the Company may be required to report information about the Client and its Account to the Mauritius Revenue Authority or other competent authorities, and consents to such reporting. The Company does not provide tax advice, and the Client is responsible for its own tax affairs.

13.4 Survival

13.4.1 This Section survives termination of this Agreement.

SECTION 14 – COMPLAINTS, DISPUTES AND REGULATORY ESCALATION

14.1 Complaints Procedure

14.1.1 Any complaint or expression of dissatisfaction regarding the Services should be submitted in writing through the channels set out in the Company's Complaints Procedure, which forms part of this Agreement, together with relevant details and supporting documentation. Submitting complaints promptly assists their investigation.

14.1.2 The Company will acknowledge receipt of a complaint within five (5) Business Days and will investigate it impartially, using platform logs, execution records, pricing data, recordings and other relevant evidence. The Client shall cooperate reasonably with the investigation.

14.1.3 The Company will provide a final response within thirty (30) calendar days of receipt or, where that is not possible, a holding response explaining the delay and the expected timeframe for the final response. Where product-specific terms (such as the Bonus Terms and Conditions) specify shorter response timeframes for a particular service or promotion, those shorter timeframes apply to complaints concerning that service or promotion.

14.2 Interim Measures

14.2.1 Where a complaint or dispute concerns suspected fraud, a prohibited practice or an unresolved Error, the Company may apply the interim measures described in Clauses 4.3.3 and 11.6.2 to the affected Transactions or balances, proportionately and no longer than reasonably necessary, pending resolution.

14.3 Regulatory Escalation

14.3.1 If the Client is dissatisfied with the Company's final response, or if the complaint is not resolved within the timeframe above, the Client may refer the matter to the Financial Services Commission (FSC House, 54 Cybercity, Ebène, Mauritius; www.fscmauritius.org) and/or, where eligible, to the Office of the Ombudsperson for Financial Services in Mauritius. Nothing in this Agreement restricts the Client's right to complain to the FSC or any other competent authority, or to bring proceedings before the courts identified in Clause 21.2, at any time.

14.4 Resolution Without Admission

14.4.1 Any explanation, adjustment, goodwill gesture or payment made by the Company in resolving a complaint does not constitute an admission of liability and does not create a precedent for other cases.

14.5 Individual Claims

14.5.1 To the extent permitted by applicable law, claims under this Agreement shall be brought on an individual basis.

14.6 Survival

14.6.1 This Section survives termination of this Agreement.

SECTION 15 – EVENTS OF DEFAULT, SUSPENSION AND TERMINATION

15.1 Events of Default

15.1.1 Each of the following constitutes an Event of Default:

(a) failure by the Client to pay any amount due under this Agreement when due;

(b) material breach by the Client of any representation, warranty, undertaking or obligation under this Agreement, including provision of false or misleading information;

(c) failure to maintain required Margin;

(d) the occurrence, or reasonable suspicion on documented grounds, of a prohibited practice under Section 11 or of fraud or misuse;

(e) breach of Applicable Regulations by the Client, or sanctions exposure affecting the Client;

(f) insolvency, bankruptcy, liquidation, administration, receivership or analogous proceedings affecting the Client, or the Client's inability to pay its debts as they fall due;

(g) death, incapacity or dissolution of the Client; and

(h) any regulatory, legal or supervisory action that materially affects the Client's ability to perform its obligations or the Company's ability lawfully to continue providing the Services to the Client.

15.1.2 On the death or incapacity of an individual Client, the Company may suspend the Account, Close-Out open Positions where reasonably necessary to manage risk, and deal with the Client's personal representatives on production of appropriate legal documentation.

15.2 Suspension

15.2.1 Upon or in reasonable anticipation of an Event of Default, the Company may, without prior notice where the circumstances reasonably require: suspend trading; restrict or disable Account access; refuse Orders; withhold withdrawals to the extent of amounts in dispute or at risk; and require additional Margin. Suspension measures shall be proportionate and maintained no longer than reasonably necessary, and do not limit the Company's other rights.

15.3 Termination for Cause

15.3.1 The Company may terminate this Agreement with immediate effect by notice to the Client upon the occurrence of an Event of Default, or where required by Applicable Regulations or a competent authority.

15.4 Termination Without Cause

15.4.1 The Client may terminate this Agreement at any time by giving written notice to the Company, subject to closing or transferring open Positions and settling amounts due.

15.4.2 The Company may terminate this Agreement without cause by giving the Client not less than fourteen (14) days' written notice, during which the Client may close Positions and withdraw Free Margin in the ordinary course.

15.5 Consequences of Termination

15.5.1 Upon termination: (a) the Company may cancel pending Orders and Close-Out remaining open Positions at prevailing Prices, acting reasonably; (b) the Company will determine, as calculation agent and in accordance with Clause 1.5, the net amount payable after applying Margin and balances to outstanding obligations; and (c) the Company will pay any remaining positive balance to the Client in accordance with Section 9, subject to completion of applicable checks and deduction of amounts properly due. Any remaining deficit constitutes a debt payable by the Client on demand, subject to Clause 5.11.

15.5.2 Termination does not affect rights and obligations accrued before termination.

15.6 Survival

15.6.1 Provisions relating to Margin, Close-Out, recovery, indemnities, evidence, complaints, data protection, confidentiality, governing law and jurisdiction survive termination.

SECTION 16 – FORCE MAJEURE AND MARKET DISRUPTION

16.1 Force Majeure Events

16.1.1 A "Force Majeure Event" means any event or circumstance beyond the reasonable control of the Company which materially affects the provision of the Services, execution, pricing, liquidity, platform availability, settlement or regulatory compliance, including: acts of God, natural disasters, epidemics; war, terrorism, civil unrest, strikes; governmental, regulatory or supervisory actions, restrictions or sanctions; suspension, closure or disorderly functioning of markets, trading halts, price limits or circuit breakers; failure, delay or insolvency of liquidity providers, execution venues, banks, custodians or payment service providers; system failures, cyber incidents, power or connectivity outages; and extreme volatility, illiquidity or price dislocation.

16.1.2 The Company's determination that a Force Majeure Event has occurred shall be made reasonably and in good faith, and the Company will notify the Client of the event and of material measures taken where reasonably practicable.

16.2 Company Rights During Force Majeure

16.2.1 During a Force Majeure Event the Company may, acting reasonably and to the extent made necessary by the event: suspend or restrict trading; refuse or cancel Orders; adjust Prices, spreads or Margin requirements; close or partially close Positions; modify execution or settlement arrangements; and suspend deposits or withdrawals. Where market Prices are unavailable or unreliable, the Company may value Positions and effect Close-Outs using alternative pricing sources or internal valuation models applied in good faith.

16.3 Consequences

16.3.1 The Company is not liable for loss or delay caused by a Force Majeure Event or by measures reasonably taken in response to it, to the extent permitted by Applicable Regulations. If a Force Majeure Event continues for an extended period or makes performance of this Agreement impracticable, either party may terminate this Agreement in accordance with Section 15, without affecting accrued rights.

16.4 Survival

16.4.1 This Section survives termination of this Agreement.

SECTION 17 – LIABILITY AND INDEMNITY

17.1 Scope

17.1.1 This Section applies to all claims and losses arising out of or in connection with this Agreement, the Services, any Transaction, and any act or omission of the Company, its Affiliates, officers, employees or agents, and applies notwithstanding termination.

17.2 Limitation of Liability

17.2.1 The Company is not liable for any loss suffered by the Client arising from the provision of the Services except to the extent that the loss is caused by the Company's breach of this Agreement, gross negligence, wilful misconduct or fraud. Nothing in this Agreement excludes or limits any liability of the Company that cannot lawfully be excluded or limited under Applicable Regulations.

17.2.2 Where the Company is liable, its liability is limited to the direct loss actually suffered by the Client. The Company is not liable for indirect, incidental, special or consequential loss, loss of profits, loss of opportunity, or loss of goodwill, whether or not foreseeable.

17.2.3 Without limiting Clause 17.2.1, and subject always to it, the Company is not liable for losses arising from: (a) market movements, volatility, gapping or liquidity conditions; (b) slippage, requotes or non-execution consistent with this Agreement and the Best Execution Policy; (c) platform outages, system failures or connectivity issues beyond the Company's reasonable control; (d) the acts, omissions or insolvency of third-party providers selected and appointed with reasonable skill and care; (e) the Client's own instructions, decisions, or failure to monitor its Positions and Margin; or (f) actions reasonably taken in good faith to comply with Applicable Regulations or the requirements of a competent authority.

17.3 Client Indemnity

17.3.1 The Client shall indemnify the Company and its Affiliates against losses, liabilities, penalties, costs and expenses (including reasonable legal fees) arising from the Client's breach of this Agreement, fraud, prohibited practices, chargebacks, or inaccurate information provided by the Client, except to the extent caused by the Company's gross negligence, wilful misconduct or fraud. The Company may set off indemnified amounts in accordance with Clause 9.5.

17.4 Survival

17.4.1 This Section survives termination of this Agreement.

SECTION 18 – INTRODUCERS AND THIRD PARTIES

18.1 Introducing Brokers and Affiliates

18.1.1 The Client may have been introduced to the Company by an introducing broker, affiliate or other third party (an "Introducer"). The Client acknowledges that: (a) an Introducer may receive remuneration from the Company in connection with the introduction or the Client's trading activity, such as a share of spreads or commissions, details of which are available from the Company on request, and which is identified and managed as an inducement under the Conflict of Interest Policy; (b) an Introducer is not an agent, employee or representative of the Company and has no authority to bind the Company, give advice, make representations or accept funds on the Company's behalf; and (c) the Company is not responsible for any advice, recommendation, promise or arrangement given or made by an Introducer, and any separate arrangement between the Client and an Introducer is at the Client's own risk.

18.1.2 The Client should never transfer funds to an Introducer for deposit to an Account; deposits must be made only in accordance with Section 9.

18.2 Survival

18.2.1 This Section survives termination of this Agreement.

SECTION 19 – PROMOTIONS, COPY TRADING AND ANCILLARY SERVICES

19.1 Promotions and Bonuses

19.1.1 Any bonus, trading credit or promotion offered by the Company is governed by the Bonus Terms and Conditions and any promotion-specific terms, which form part of this Agreement. Bonus credits are non-withdrawable trading credits unless expressly stated otherwise; eligibility, caps, account-type exclusions and deduction mechanics are as set out in those terms; and abuse of promotional conditions is a prohibited practice under Section 11.

19.2 Copy Trading and PAMM

19.2.1 Where the Client uses copy trading, PAMM or similar facilities, those services are governed by the Copy Trading & PAMM Terms and Conditions, which form part of this Agreement. The Company provides technological functionality only: copy trading and PAMM participation do not constitute discretionary portfolio management, fiduciary management or advisory services by the Company; strategy providers are independent third parties whom the Company does not vet, endorse or supervise; and following or copying another person's trading is at the Client's own risk. Performance, management and other fees may be payable to strategy providers as set out in those terms, and associated conflicts are managed under the Conflict of Interest Policy.

19.3 Dynamic Leverage

19.3.1 Leverage available to the Client may vary in accordance with the Dynamic Leverage Terms and Conditions, which form part of this Agreement as an addendum. In the event of inconsistency, this Agreement prevails unless the addendum expressly states otherwise.

SECTION 20 – AMENDMENTS, ASSIGNMENT AND GENERAL PROVISIONS

20.1 Amendments

20.1.1 The Company may amend this Agreement and the Incorporated Documents from time to time by notice to the Client via the Trading Platform, email or the Company's website. Material changes that are adverse to the Client take effect no earlier than seven (7) days after notice, except where a shorter period or immediate effect is required by

Applicable Regulations, a competent authority, or urgent risk-management considerations, in which case the change takes effect as stated in the notice.

20.1.2 If the Client does not accept an amendment, the Client may terminate this Agreement under Clause 15.4.1 before the amendment takes effect, without charge for the termination itself. Continued use of the Services after the effective date constitutes acceptance of the amended terms.

20.2 Assignment

20.2.1 The Company may assign, novate or transfer its rights and obligations under this Agreement, in whole or in part, to an Affiliate or to a successor of its business, subject to notice to the Client and, where required, regulatory approval; where the transfer is to an entity outside the Company's group, the Client may terminate under Clause 15.4.1. The Client may not assign or transfer its rights or obligations without the Company's prior written consent.

20.3 Waiver and Severability

20.3.1 A failure or delay by either party in exercising a right does not constitute a waiver of it. Any waiver by the Company must be in writing. If any provision of this Agreement is held invalid or unenforceable, it shall be applied to the minimum extent necessary to be enforceable, and the remaining provisions remain in full force.

20.4 Entire Agreement, Incorporated Documents and Order of Precedence

20.4.1 This Agreement, together with the Incorporated Documents, constitutes the entire agreement between the parties in respect of its subject matter and supersedes prior agreements relating to the same subject matter, save that nothing limits liability for fraud.

20.4.2 The following documents, as published and amended by the Company from time to time, are incorporated into and form an integral part of this Agreement (the “Incorporated Documents”):

(a) the Risk Disclosure Notice;

(b) the Best Execution Policy;

(c) the Conflict of Interest Policy;

(d) the Client Complaints Procedure;

(e) the Refund Policy;

(f) the Privacy Policy and the Cookie Policy;

(g) the Bonus Terms and Conditions;

(h) the Copy Trading & PAMM Terms and Conditions;

(i) the Dynamic Leverage Terms and Conditions;

(j) the Declaration of Deposit (where applicable to the Client); and

(k) the fee schedule and contract specifications published on the Company's website or Trading Platform.

20.4.3 In the event of conflict, the following order of precedence applies: (a) this Agreement; (b) product-specific terms expressly incorporated (including the documents at Clauses 20.4.2(g)–(i)); (c) the other Incorporated Documents; and (d) platform rules and technical specifications, in each case save where a document expressly states otherwise or Applicable Regulations require otherwise.

20.4.4 References in any Incorporated Document to the “Client Agreement”, the “Client Service Agreement”, the “Agreement” or any similar expression are references to this Agreement, and references to an Incorporated Document by a variant title (for example, the “Complaints Handling Policy” for the Client Complaints Procedure, or the “Risk Disclosure” or “Risk Disclosure Statement” for the Risk Disclosure Notice) are references to the corresponding Incorporated Document.

20.5 Third-Party Rights

20.5.1 Except as expressly stated (including in respect of Affiliates under Sections 4.9 and 17.3), no third party has rights under this Agreement.

20.6 Execution and Acceptance

20.6.1 This Agreement may be accepted and executed electronically, including by platform acknowledgment during account opening, and may be executed in counterparts. Acceptance by electronic means constitutes valid execution.

SECTION 21 – GOVERNING LAW AND JURISDICTION

21.1 Governing Law

21.1.1 This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by and construed in accordance with the laws of the Republic of Mauritius, irrespective of the Client's domicile, residence or location.

21.2 Jurisdiction

21.2.1 The courts of the Republic of Mauritius have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, and each party submits to that jurisdiction. Notwithstanding the foregoing, the Company may bring proceedings for the recovery of debts or the enforcement of a judgment in any other court of competent jurisdiction.

21.3 Service of Process

21.3.1 The Client agrees that legal process may be served at the address and email address most recently provided to the Company, and that service by courier, registered mail or electronic means to those details is valid service to the fullest extent permitted by law.