EXNES GLOBAL HOLDING LTD

TERMS AND CONDITIONS

ExnesGlobal is the brand used on exnesglobal.com. Draft for review.

Licence number: _____

The demo uses virtual funds. Live trading is under development.

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1. TERMS AND CONDITIONS

1.1 These Terms and Conditions (hereinafter referred to as the "**Terms**") together with your completed and submitted Application Form comprise the Client Agreement (hereinafter referred to as the "**Agreement**") between EXNES GLOBAL HOLDING LTD (hereinafter referred to as the "**Company"**) and the Client (hereinafter referred to as "**You**").

1.2 The Agreement is a master agreement and sets out the terms and conditions upon which dealings between you and the Company relating to the provision of services to the Client or the execution of Orders.

1.3 This Agreement is in addition to other documents (including but not limited to the legal documents on the Company's website that may have been exchanged and/or executed between the parties. You should read this Agreement carefully and the legal documents on the website of the Company.

1.4 You acknowledge that where you are given or otherwise obtained the Risk Disclosure Policy some of the information contained in the Risk Disclosure Policy may not apply to you.

1.5 The terms of this Agreement and any transactions under it, may be amended by the Company at any time whereas the Client hereby agrees to regularly review the present Terms and Conditions. The Client agrees to be bound by the terms and any subsequent amendment provided that the Client does not signal their objection for the same within five(5) days which shall be perceived as an acceptance of the amendment and/or on the date of the Client entering any transaction following the amendment.

1.6 Our services are available to and may only be used by individuals or companies who can form legally binding contracts under the Law applicable to their country of residence. Without limiting the foregoing, our Services and/or use of the trading platform are not available to Employees and Directors of the Company, to persons who are not of sound mind and/or legal competence, and to persons under the age of 18 or otherwise under the legal age (hereafter the "**Minors**"). If you are a minor, you may not use this service. For avoidance of doubt, we shall not be responsible for any unauthorized use by minors of our services in any way or manner. Furthermore, our services and/or trading platform are available only to and may only be used by individuals who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of acquiring financial contracts via the Company's website (s) and have done so without relying on any information contained on the Company's website.

1.7 The Client further acknowledges not to be a US person, Citizen/Resident nor account holder for tax purposes not a Politically Exposed Person as per the applicable legislation and regulatory framework.

2. DEFINITIONS AND INTERPRETATION

2.1 Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

Accept or **Acceptance** means the Client, or an Authorised User, indicates by either telephone, email, face-to-face or through an Online Service (other than a third-party Online Platform) that they accept the present Terms and to be bound by the Agreement of the Company.

Application Form means the form a Client must complete and submit to apply to open an account with the Company.

Authorised User means a person authorised by the Client to access the Company's services and/or enter

into Orders on the Client's behalf.

Base Currency means the first currency in a Currency Pair. The Base Currency is assigned a value of 1 when calculating exchange rates.

Bought Swap Rate means the interest rate that applies to the Base Currency at the Close of Business on the relevant Trading Day.

CFD means a contract for difference.

Client, you or **your** means the client named in these Terms and Agreement, together with its subsidiaries, affiliates, successors and/or assigns, as well as its officers, directors, employees and agents.

Client Agreement means the completed Application Form and these Terms.

Close of Business means 22:00 GMT.

Close-Out or **Closed-Out** means the termination of all or part of an Order.

Close-Out Date means the date on which all or part of an Order is Closed-Out.

Close-Out Value means the Order Value at the Close-Out Date.

Corporate Action means payment of a dividend, scrip dividend or special dividend, a rights issue, open offer or free distribution of shares by way of a bonus, capitalisation or any other offer or issue to the holders of the underlying asset, a takeover, reverse takeover, merger, demerger, listing, delisting or suspension from listing or any analogous event directly affecting holders of the underlying asset and as defined in clause 31;

Credit Limit means the limit on the total amount of credit that EXNES GLOBAL HOLDING LTD will provide to the Client.

Currency Pair means the Base Currency and the Term Currency for a Margin FX Contract.

Cut-Off Time means the time (GMT) for the destination country of the international payment by which cleared funds need to be received by us in order for an international payment to be made on any Day. These times are set out on the Website.

Day means a day on which commercial banks are open for business (including dealings in foreign exchange) in the place specified by EXNES GLOBAL HOLDING LTD for that purpose.

Default Event means:

(a) any acts or omissions on the part of the Client, the Authorised User or the Client/Authorised User's employee, agent, nominee or assignee (whether or not known to us, and whether or not acting in concert with other natural persons or algorithmic tools), which in EXNES GLOBAL HOLDING LTD's sole discretion, are deemed as being:
   - negligence;
   - mistake;
   - willful misconduct, (including commission churning, sniping, causing or contributing to or benefiting from a Quoting Error, moving the price of an underlying asset, scalping, arbitraging off-market pricing);
   - the use, or allowing any other person to use, any electronic device, software, algorithm or any trading strategy that has the purpose or effect of manipulating or taking unfair advantage of

the way in which the Company constructs, provides or conveys its bid or offer prices; or

- the Client uses trading strategies/techniques that specialise in profiting from small price changes, commonly known as scalping and/or sniping and/or other similar strategies, or there is any indication/suspicion in this respect.
- the breach of any Law; or
- the breach of any provision of the Terms;

(b) the Client or their Guarantor becomes insolvent or bankrupt, goes into liquidation, voluntarily or otherwise, or a liquidator, receiver, administrator or similar officer is appointed;

(c) the Client is dissolved, struck off the register of companies, is deceased or becomes of unsound mind;

(d) the Client fails to provide any Deposit or other amounts due under these Terms on time in respect of any position, or the Deposit held by the Company in respect of any positions falls below the minimum Deposit required;

(e) the Client is in breach of any representation, warranty or undertaking made under the Terms or any other material term of the Agreement or information provided to the Company in connection with these Terms is or has become untrue or misleading;

(f) any fee, charges, payments or other amounts due to the Company are not timely paid in accordance with the Terms;

(g) at any time or for a period the Client cannot be contacted, or does not respond to any correspondence from the Company;

(h) the Company reasonably considers it necessary for the protection of its rights;

(i) the Company is requested by the Financial Services Commission or any other regulatory body or authority;

(j) your account balance falls below the minimum Deposit required;

(k) any dispute occurs or litigation is commenced and in view of the subject matter of or any issues in dispute in relation to that litigation, the Company reasonably decides that it cannot continue to deal with the Client while the litigation is pending;

a. the Client fails to provide, within 10 days of a written request, all information which the Company requested in connection with the Terms;

b. the Company has reason to believe the Client is unable to manage the risk that arises from their positions;

c. the Client fails to comply with any limit or restriction imposed on them by the Company in connection to their account;

d. any change in Law or interpretation which makes it unlawful for us to perform any provision of these Terms.

Deposit means the amount deposited by the Client with the Company as requested by the Company in

relation to all Financial Products. Deposit includes amounts deposited by the Client with the Company as requested in respect of any anticipated or existing Open Positions which the Client has or will have.

Dormant account means the Customer's trading account in which there have been no trades for 30 trades as per clause 29 herein.

Financial Product means a foreign exchange contract or a transaction in which a Client and the Company enter into a derivatives contract based on the value of an underlying asset or assets (including but not limited to a currency or currency pair, a commodity, a precious metal or an index).

Force Majeure means events or causes including, but not limited to, the following: an act of God, peril of the sea, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or Law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of Law or regulation or any damage of the Company's hardware or systems, unless occurring as a result of an act, omission, default or negligence of the Client or the company.

Free Balance means, at any time, the excess (if any) of the balance of the Client's account at that time over the required Deposit.

Futures CFD means a CFD where the value of the contract derives its value from an underlying asset or instrument whose price is quoted on a futures market.

Fully Hedged Position means an Open Position that is equal and opposite of another Open Position.

Instruction means any instruction or request given by the Client to the Company relating to the execution of a transaction.

Insolvency Event means any steps taken for:

a. the winding up, striking-off, dissolution or administration of the Client;
b. the Client to enter into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them except for the purposes of a solvent reconstruction or amalgamation; or
c. a receiver, receiver and manager, or other controller, administrator or similar officer to be appointed with respect to, or takes control of, the Client or any of the Client's assets and undertakings.

Law means any local or foreign law, regulation or judgment, court order or sanctions regimes which the Company is subject to.

Long Party means in respect of any Order the party identified in the Trade Confirmation Notice as having notionally bought the underlying asset or assets to the derivative contract.

Margin means the required funds that must be available in a trading account for the purpose of opening a position and are used to secure the Client's liability for any losses which may be incurred in respect of any transaction and are determined at the absolute discretion of the company.

Margin Call means an amount, in addition to the Deposit, as solely determined by the Company.

Margin FX Contract means a margin foreign exchange contract.

Margin level means the equity to Margin Ratio calculated as: Margin Level = (Equity / Margin) *100: it determines the condition of the Clients' trading account.

Mark to Market means the daily revaluation of derivatives contract entered into between the Company and the Client to reflect its current market value rather than its original contract value. The Company shall have the right, at its sole discretion, to determine the Mark to Market value on a daily basis.

Liquidity Provider(s) means the company that provides quotes for both a buy and a sell price in a financial instrument to the Company.

Merger Event means in respect of any underlying asset:

(a) any reclassification or change of the underlying asset that results in a transfer of or an irrevocable commitment to transfer all outstanding securities of the same class as the underlying asset to another entity or person;

(b) consolidation, amalgamation, merger or binding share exchange of the issuer of the relevant underlying asset with or into another person (other than a consolidation, amalgamation, merger or binding share exchange in which such issuer is the continuing person and which does not result in a reclassification or change of all outstanding securities of the same class as the underlying asset); or

(c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 50% or more of the outstanding securities of the same class as the underlying asset that results in a transfer of or irrevocable commitment to transfer all such securities (other than such securities owned or controlled by such other entity or person).

Notice means a notice required or permitted to be given under this Agreement or for the purposes of these Terms.

Online Services means the services which provide the ability for clients to transact with the Company by way of an online trading platform including a Third-Party Online Platform.

Open Position is where the Client has entered into a transaction or contract with the Company, and a further transaction is required in order to close the position**.**

Order means a Financial Product entered into between the Company and the Client under these Terms.

Order Value means for any Order, the Order price or rate multiplied by the Order quantity.

Partially Hedged Position means an Open Position that is opposite but not equal to another Open Position.

Previous Order Value means, the amount calculated as follows:

a. where the Order Value is being determined for the first time for an Order, the Order Value at the commencement of the Order; or

b. in all other cases, the Order Value at the most recent Valuation Time.

Quoting Error means a liquidity provider error, a software error, a typographical error or obvious mistake in a quote or indication and includes quoting delays.

Reciprocal Obligation means the Company's obligations to the Client in relation to an Order, a Margin Call or a Deposit.

Security Details means the information required by the Company.

Sell Swap Rate means the interest rate that applies to the Term Currency at the Close of Business on the relevant Trading Day.

Share CFD means a Financial Product where the underlying asset is a security listed on an exchange.

Short Party means in respect of any Order the party identified in the Trade Confirmation Notice as having notionally sold the underlying asset or assets to the derivative contract.

Spot CFD means a CFD where the value of the contract derives its value from an underlying asset or instrument whose price is quoted on a spot market.

Swap Charge or **Swap Credit** is as defined in clause 21.

Swap Free Account or **Islamic Account** means an account offered by the Company, at its sole discretion and for a limited timeframe of up to seven (7) calendar days, which is designed specifically for, and available only to, Clients who cannot receive or pay rollover interest on overnight Open Positions for religious reasons and as defined in clause 24.

Term Currency means the second currency in a Currency Pair.

Terms means these terms and conditions, together with all schedules, annexures, attachments or other documents attached.

Third Party means any entity with whom the Company has entered into an agreement or arrangement whereby the Company offers the Client access to that entity's third-party Online Platform for the purpose of the provision of additional services to the Client via such Third-Party Online Platform**.**

Third Party Online Platform means any online trading platform offered by a third party.

Trade Confirmation Notice means a document issued by the Company confirming the details of the transactions entered into between the Client and the Company.

Trade Contract Terms means the price, timing and other details (as contained in the Instructions) the Company may provide, either verbally or via the Internet, at which the relevant Order can be purchased or sold.

Trading Day means Monday to Saturday including public holidays.

Underlying Asset means the financial instrument (i.e. stock, futures, commodity, currency, index) on which a derivative's price is based.

U.S. Reportable Account means a Financial Account maintained by a Reporting Financial Institution and held by one or more Specified U.S. Persons or by a Non-U.S. Entity with one or more Controlling Persons that is a Specified U.S. Person. Notwithstanding the foregoing, an account shall not be treated as a U.S. Reportable Account if such account is not identified as a U.S.

U.S. Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of these Terms, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term "Financial Institution" does not include a Financial Institution organized or incorporated in a U.S. Territory. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

U.S. Person means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States.

Value Date means either the Day selected by the Client and agreed by the Company for the settlement of an Order or if there is no such Day, the future value date after the execution of an Order by the Client and includes any agreed variation to the original date, being either an earlier or a later date.

Valuation Time means the Close of Business on each Day or any other time the Company decides in its absolute discretion.

EXNES GLOBAL HOLDING LTD, the Company, we, our or **us** means EXNES GLOBAL HOLDING LTD, its subsidiaries, holding companies, successors and/or assigns, as well as its officers, directors, employees and agents.

Website means the Company's websites located at https://exnesglobal.com/ https://exnesglobal.com/ and https://exnesglobal.com/

If the Client is comprised of two or more legal persons then a reference to a right or obligation of the Client under the Terms or under a transaction contemplated herein confers that right or imposes that obligation, as the case may be, jointly and severally on those persons.

3. CLIENT REPRESENTATIONS AND WARRANTIES

3.1 The Client warrants that:

a. in the case of an individual or more than one individual, they are of full age and capacity;
b. in the case of a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into these Terms and all contracts made or to be made;
c. in the case of a trustee of a trust, they are properly appointed as trustee, they will be liable both in their personal capacity and as trustee, the trust instrument is valid and complies with all applicable Laws, and the trustee has a right of indemnity from the trust assets; and
d. in any case, these Terms and such contracts are and will constitute legally binding and enforceable obligations of the Client.

3.2 The Client represents and warrants to the Company that:

a. the Client will place orders wholly or predominantly for business and investment purposes and not for personal, domestic or household use or consumption;
b. execution and delivery by the Client of these Terms, and performance of all of the Client's obligations contemplated herein, does not violate any law applicable to the Client;
c. all information provided by the Client to the Company is true, correct and complete, and the Client will notify the Company promptly of any changes to such information;
d. the Client shall make ongoing disclosure to the Company of any matters that may affect the operation of these Terms or of the ability of the Client to pay Margin Calls or to remain solvent.

3.3 The Client acknowledges that:

a. by applying to open an account, they acknowledge that they have read and understood these Terms and Agreement;
b. the Company will enter into the transactions contemplated herein in reliance on the representations and warranties made by the Client;
c. the Company provides execution-only services and the final investment decision is always the Client's;
d. if the Company provides information to the Client then that information shall be construed to be of general nature only and does not consider the personal objectives, circumstances or needs of the Client; and
e. in the event that the Client is comprised of two or more legal persons, the Company's primary contact for the receipt of Notices is the first person named on the Application Form.

3.4 The Client:

a. confirms that they have regular access to the internet;
b. consents to the Company contacting the Client (in the circumstances described herein) by email on the address provided by the Client;
c. agrees to ensure that the Client's contact details are up to date at all times.

3.5 If the Terms and/or Agreement are provided to you in a language other than English, it is provided for information purpose only. The governing language of is English. In the event of any inconsistency between the English language version and a foreign language version, the English version will prevail to the extent of any inconsistency.

3.6 In case where the client is introduced to the company through an Introducing Broker then the Company is not liable nor accountable for the conduct, representations or inducements of the said Introducing Broker whereas the relationship between the Client and the Introducing Broker shall be governed by a separate agreement.

4. AUTHORISED USERS AND AUTHORISATION LIMITS

4.1 The Client shall immediately notify the Company in case the login details and/or credentials to the account of the client have been comprised whereas the Company shall not be liable for the trading activities and/or transactions on the account of the Client. The Client remains responsible for ensuring that the account details are not compromised and undertakes to inform the Company as soon as possible in case of the contrary.

4.2 The Client hereby indemnifies and agrees to hold the Company harmless in respect of any loss incurred by any other person entering into Orders.

5. OPENING AN ACCOUNT

5.1 An account must be opened prior to any transaction. No Orders can be placed until an account has been opened and cleared funds received.

5.2 If the Company permits the Client to place an Order where no account has been opened, or clear funds received, this will not limit the Client's liability to the Company as per the Agreement.

5.3 The Company may refuse to accept you as a Client for any reason. The Company will notify you of such refusal as soon as practicable after applying to become a Client but is not required to provide you with reasons for such refusal.

5.4 When the Client registers on our website for receiving our services, the Company will request the Client to provide certain identification documents based in its internal procedures to accept to open and/or continue operating a trading account.

5.5 After each Client fills in and submits the Company's Online Application Form together with all the required documentation requested by the Company, the Company will perform all internal controls such as verification of the Client's identity, anti-money laundering and inform the Client upon the determination of the acceptance of the account opening processIt is further understood that the Company reserves the right to impose additional due diligence requirements to accept Client(s) residing in certain countries whereas it reserves the right to onboard clients during the establishment of a business relationship. The Company may further exercise its discretion and provide its services to a client by waiving any documentation request for a specific period.

5.6 The Client agrees to provide true, accurate, current and complete information and agrees not to misrepresent or hide their identity from the Company. The Client also accepts and confirms that they will use their account for their own behalf and not engage in any fraudulent activities by impersonating other individuals.

5.7 The Company may from time to time contact the Client whether by phone or email or by any form of communication means for the purpose of offering them further information about the Company and its services.

5.8 In case of joint-trading Accounts who will jointly be considered as the Company's Client, the Client's obligations shall be joined and several and any reference in the Agreement to the Client shall be construed, where appropriate, as reference to one or more of these persons. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client as per the acknowledgement form to be signed between such persons on the Company's request before proceeding with the examination of a joint account request. The Company reserves the right to request information and/or evidence on the relationship between such persons as well as perform client identification procedures before approving a joint account. The Company further reserves the right to refuse the provision of a joint account if it is not satisfied of the true relationship between the persons and/or if the persons refuse to provide the identification documentation and/or if the Company has reason to suspect and/or refuse the provision of its services.

5.9 The Client also accepts that by requesting and/or opening and or having more than one Trading Accounts, the Company has the right to consider all the Trading Accounts of the same Client as one. As a result, the Client also accepts and authorize the Company to have the absolute right at any given moment to merge all or any Trading Accounts to one and/or to transfer any available balance and/or funds between these accounts for covering any exposure and/or any possible exposure of any individual account of the same Client.

5.10 The Client's access codes, transaction activities and all other related information must always remain confidential and the Company does not bear any responsibility of any financial loss that might arise should the Client's access codes be compromised. The Client is responsible for all acts or omissions that occur on their Trading Account and/or Trading Platform using their access codes. Accordingly, the Client will be liable for any orders received by the Company via their Trading Account and/or placed on the Trading Platform using his/her Access Codes. Any orders received by the Company will be considered as received by the Client. The Client undertakes to inform in writing the Company immediately in the case where their access codes have been compromised/lost and/or used by another party without their consent.

5.11 The Company shall be responsible to always maintain and update its electronic systems and the need for periodic maintenance to ensure the effective operation of the trading platform and that the Company does not bear any responsibility for any loss incurred during maintenance. The Company shall not be accountable for any loss or damages that might incur to the equipment or software due to viruses, malfunctions or defects of its electronic systems.

5.12 It is further acknowledged that the Company shall have no liability for any delays, inaccuracies or potential damage the Client may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers or in general due to any cause beyond the reasonable control of the Company.

6. SEGREGATED CLIENT MONEY ACCOUNTS

6.1 All money deposited by the Client with the Company, received by the Company or its agent on behalf of

the Client, or that is, client profits on the Close-Out of a Financial Product shall be deposited into one or more accounts nominated by the Company and will be paid into a client segregated bank account when required by Law, which is typically when the Client pays money into the nominated account:

a. without agreeing to the terms of a Financial Product by the next Day following actual receipt of the Deposit; or
b. without the Company issuing the Financial Product immediately; or
c. that is less than the price of the Financial Product, and the Company does not issue the Financial Product immediately for the lesser price; or
d. in excess of the price of the Financial Product, and the excess amount is not returned to the Client by the next Day.

The Client acknowledges and agrees that such segregation of the Client's money does not fully protect the Client's money from the risk of loss.

6.2 While the Client's money is segregated from the Company's money, it may be co-mingled with the money of other Clients and may be utilised by the Company from time to time where the Company is allowed to do so pursuant to this Agreement and applicable Law.

6.3 Unless otherwise agreed in writing, client funds are generally deposited in one or more segregated non-interest bearing account and accordingly no interest is payable on any Free Balance in any account or any other sum held by the Company.

6.4 The Company may use the funds in the client segregated account:

a. in accordance with this Agreement and applicable Laws;
b. to manage the Company's dealings with its counterparties including margining, guaranteeing, securing, transferring, adjusting or settling such dealings, but only at the time at which the Company has incurred such an obligation.

6.5 The Client acknowledges and agrees they consent to the Company using funds in the client segregated account in the manner referred to in that clause.

6.6 The Client acknowledges that this clause is sufficient written authorisation for the Company to withdraw without notice to, or further authorisation from, the Client the amount of money deposited into the segregated account necessary to meet the Company's obligations incurred for this purpose. The Client has no interest in or claim over the Company's contracts (if any) with any other person or in the accounts into which the Company lodges or pays the funds which were withdrawn from the segregated accounts. The Client acknowledges that the balance of the Client's account may not be protected if there is a default in the dealings with counterparties or in the overall segregated account balance.

6.7 The Company enters into arrangements with third party execution providers for the facilitation of transactions and settlements, and avails money received for Deposits and settlements which are not client money to such providers for this purpose.

6.8 When the Company accepts money from a Client in connection with an Order, a Margin Call or a Deposit, the Client immediately receives Reciprocal Obligations from the Company under the Trade.

7. TRADING HOURS

7.1 Trading hours for Margin FX Contracts and CFDs vary and will depend on the relevant Underlying Instrument's hours of operation. The trading hours are published on the Company's website.

7.2 We are under no obligation to quote prices or accept Orders on a public holiday in any jurisdiction which, in our reasonable opinion, affects the relevant value of the underlying asset or assets to the derivative contract the Company offers. We give notice of such public holidays and the underlying asset(s) affected.

7.3 The Client shall provide instructions to the Company through the trading platform or other electronic means whereas the client acknowledges and accepts that the Company has the right to partially carry out his/her instructions as an agent by transmitting them to the Liquidity Provider (s) for execution.

8. INSTRUCTIONS AND CREATION OF ORDERS

8.1 Rate indications from the Company are available by telephone, email, face-to-face or through the Online Services. Such indications are not binding and the rates will be as agreed when the Company exercises its right to create an Order.

8.2 When the Client, contacts the Company by either telephone, email, face to face or through an Online Service and provides the appropriate Client reference number (and such other security checks as the Company may specify), The Company may, but is not obligated to, ask for the following information:

a. the Client's contact details;
b. your account number;
c. your further identification details;
d. the type of Order the Client wishes to enter into with reference to the asset or assets underlying the Order (e.g. exchange rate, currency pair, commodity, precious metal or index);
e. whether you intend to be the Long Party or the Short Party for the Order;
f. the Order quantity;
g. the Order price or rate; and
h. any other information applicable to the Order as the Company may require from time to time.

8.3 An Order may be:

a. A day Order meaning that the order will be cancelled at 22;00 GMT; or
b. A good until cancelled Order, which means that the Order will remain capable of being accepted by the Company until the Client cancels the Order or the Company accepts it.

8.4 Orders may be placed as:

a. market Orders to buy or sell a Financial Product as soon as possible at the price obtainable in the market; or
b. limit and stop Orders to trade reaches a predefined level, as applicable to the various Financial Products offered (or a combination of these types of Orders).

8.5 In order to open a Transaction in an FX and/or CFD on the Trading Platform, you must either open a Buy

or a Sell, at the price quoted by the Trading Platform at the time of such Transaction. In order to close a Transaction, you must either offer to sell (in the case of a Buy), or purchase (in the case of a Sell), the Underlying Asset covered by such open Transaction, at the price quoted by the Trading Platform at the time of such closing offer.

8.6 On the Trading Platform, the Client shall be entitled to make an offer to open a Transaction at the best available rate on the Trading Platform ("Market Order") at the time of opening such a Transaction, unless he/she specify a particular price in which to make an offer to open a Transaction ("Limit Order"). With respect to a Market Order or a Limit order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. The Client agrees that his/her offer to open a Market Order or a Limit Order may be accepted at a lower price or higher price than the price indicated by the Client in his/her Market Order or Limit Order, within a certain range as specified on the Trading Platform under specific market conditions. At any time prior to acceptance of an order, the Client may cancel such order without any further liability. If the Client chooses to open a Market Order or Limit Order, his/her offer will be accepted at the best possible rate offered on the Trading Platform.

8.7 The Client acknowledges and agrees that due to market volatility affecting both price and volumes and factors beyond its control, the Company is striving to execute client orders with the best execution reasonably possibly under the prevailing market conditions however, the Company cannot guarantee that an Order will be executed at the level specified in the Client Order. In such an event, the Company will execute the Client's Orders (Buy/Sell, Close at a Loss, Close at a Profit, Stop Loss, Take Profit etc.) at the next best available price.

8.8 The Client further acknowledges and accepts that due to the high volatility of the market and/or poor or low internet connectivity between the Client's terminal and the Company's server, the prices requested by the Client and the current market price may change, in the period between the Client placing his/her order with the Company and the time the order is executed. Moreover, the Client acknowledges that in the case of any communication and/or technical error/failure that affects the quoted prices (i.e. prices freeze or stop updating or price spikes), the Company reserves the right not to execute an order or, in cases in which the order was executed, to change the opening and/or closing price of a particular order or to cancel the said executed order.

8.9 The Company may, in certain circumstances, accept instructions, by telephone, provided that the Company is satisfied, at its full discretion, of the Client's identity and the Company is further also satisfied with the clarity of instructions.

8.10 The Company shall exercise reasonable endeavors to execute any order promptly, but in accepting the Client's orders the Company does not represent or warrant that it will be possible to execute such order or that execution will be possible according to the Client's instructions. In case the Company encounters any material difficulty in carrying out an order on the Client's behalf, for example in case the market is closed and/or due to illiquidity in financial instruments and other market conditions, the Company shall promptly notify the Client.

8.11 Orders can be placed, executed, cancelled or rolled over or removed only within the operating (trading) time and can remain effective through the next trading session and or until expiration. The Client's Order shall be valid and in accordance with the type and time of the given Order, as specified.

8.12 If the Company declines to exercise the right to create an Order, the Company shall not be obliged to give

a reason. However, the Company shall promptly notify the Client that the Company has not created an Order with the Client.

8.13 Limit Orders to buy and stop Orders to sell must be placed below the current market price, and limit Orders to sell and stop Orders to buy must be placed above the current market price. If the bid price for sell Orders or ask price for buy Orders is reached, the Order is filled as soon as possible at the price obtainable in the market. Limit and stop Orders are therefore not guaranteed executable at the specific level or amount.

8.14 Where the Client is using a Third Party Online Platform, and the Client selects a feature offered by the Third Party that facilitates trades automatically, then acceptance of the Order occurs automatically for each Order placed by the Third Party, subject to the terms of the Third Party's agreement with the Client, and subject to the Company's discretionary right to create an Order.

8.15 You acknowledge that the Company is not making any discretionary decisions to buy or sell Financial Products on the Client's behalf, but rather, the Client is choosing to use trading strategies on their own initiative.

8.16 The Company will not be liable to the Client for any loss (including any loss of profits, income or opportunity) the Client or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by the Company) or the Company's decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from the Company's own willful default or fraud, as determined by a competent court in a final, non-appealable judgment.

8.17 If the Company reasonably suspects that the Client performed abusive trading, it may in its absolute and sole discretion, at any time and without any prior written notice, take one or more of the following actions:

i. terminate the business relationship.
ii. block the Client's access to the Trading Platform and/or Trading Account.
iii. suspend, prohibit or restrict the Client's trading activities or any other functions.
iv. cancel any open positions.
v. reject, decline or refuse to transmit or execute a Client Order.
vi. reverse the funds back to their originating source or to the real beneficial owner.
vii. cancel or reverse the profits gained through abusive trading.
viii. take legal action to recover any losses suffered by the Company.

8.18 The Company reserves its right, on its own sole discretion and without prior notice being required, to close or/and suspend any Trading Account (s) or/and cancel all transactions or/and waive/invalid any profits derived from trading strategies that specialise in profiting from small price changes such as scalping and/or sniping. Any indication or suspicion, in the Company's discretion, of any form of scalping and/or sniping or/and other form of deceitful techniques will result in all transactions carried out and/or profits garnered as invalid/voided. Under these circumstances, the Client accepts that will bear any loss affected.

9. TELEPHONE AND EMAIL TRANSACTIONS

9.1 A Client may request the Company to accept Instructions and enter into Orders by telephone. The Company may exercise its sole discretion to accept Instructions and enter into Orders by telephone.

9.2 The Company may check the authority of the caller by requesting the caller to provide their name and confirming that such name has been notified to the Company by the Client. Upon such check confirming the identity of the caller, the Company may assume that the caller has the full authority as previously notified by the Client.

9.3 The Client acknowledges and agrees, and will ensure that the Client acknowledges and agrees, that the Company may make a recording of each telephone Instruction and any other conversation (including Internet conversations e.g. chats) received from a Client or between a Client or an Authorised User and the Company. The recording remains the property of the Company. The telephone recording can be used by the Company to confirm the terms and conditionsofany transaction where there is dispute with a Client as to the terms of the transaction, and for training and monitoring purposes.

9.4 A Client may request the Company to accept Instructions and enter into Orders by email. The Company may accept Instructions sent by email. The Client acknowledges and agrees that upon the acceptance by the Company of the Client's Instructions, the Client shall be bound by those Instructions.

10. ONLINE TRANSACTIONS

10.1 If the Client uses the services of the Company then they will be able to:

a. issue Instructions to the Company to which is an offer to enter into an Order at the prices quoted on the Online Service;
b. obtain information relating to balances and transactions booked on the Client's account;
c. use such other facilities as the Company may from time to time make available through the Online Services.

10.2 The Company may at any time without notice suspend, withdraw or deny access to the Online Services to a Client for any reason including but not limited to security, quality of service, failure by the Client to pay an amount when due or breach by the Client of any provision of the Terms.

10.3 A Client can request termination of access to the services at any time by contacting the Company via telephone or email.

10.4 The Company can delay, decline or reverse any Order if it reasonably:

a. suspects that the transaction might be unlawful or might be associated with financial crime or in breach of applicable Law;
b. believes that by carrying out the transaction the Company might breach our compliance or regulatory obligations; or
c. believes that the Client is in breach of the Terms or Agreement.

Under such circumstances the Company will not be liable for delaying or refusing to carry out an Instruction.

10.5 The Client will be liable for all Orders made when using any of the services including instances of any misuse, fraud or abuse by the Client or where the Client has disclosed Security Details to a third party.

10.6 The Company may change the minimum specification required to access the Online Services and also may make operational changes to, and alter, the services currently available at any time. The Company undertakes to notify Clients of such changes by either placing a message on the client area, trading platform or by email.

10.7 Clients are responsible for obtaining, maintaining and ensuring compatibility of their electronic software, devices and equipment. The Company will not be responsible for any loss of or damage to a Client's data, software, computer, electronic devices, telecommunications or other equipment caused by use of any of the services, unless such loss or damage is directly and solely caused by our gross negligence or deliberate default.

10.8 Clients are responsible for ensuring that their electronic devices and equipment are free from viruses and other malware and the Company will not be responsible for any losses incurred by failure to do this. The Company shall make reasonable efforts to keep the services free from viruses and corrupt files but cannot guarantee that the services will be free from infection by viruses or anything else with contaminating or destructive properties. The Company is not able to guarantee that access to any of the services will be uninterrupted, continuous or error free.

10.9 Clients must not:

a. misuse any of the Online Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

b. attempt to gain unauthorised access to any of the Online Services or any server, computer or database connected to any of the services;

c. attack any of the Services via a denial-of-service attack or a distributed denial-ofservice attack.

10.10 By breaching this provision, a Client may also commit a criminal offence. The Company may report any such breach to the relevant law enforcement authorities and will co-operate with the authorities by disclosing a Client's identity to them. In the event of such a breach, the Client's right to use the Services will cease immediately and without Notice. The Company will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect a Client's electronic devices and equipment.

11. SECURITY DETAILS

11.1 For security purposes, when accessing any of the Services it is a condition that the Company is satisfied of your identity. Accordingly, the Company is entitled not to act on Instructions received or given it is not satisfied of your identification by conducting due diligence procedures.

11.2 Whenever a Client uses the Company’s services, the use of Security Details authorises the Company to act on any Instructions received. The Company will treat use of Security Details as the Client's consent to conduct transactions using the Services.

11.3 When activating any of the services, before being granted access, a Client must set up their Security Details. Security Details will include:

a. a login username,
b. a login password,
c. any items of memorable information which we ask you to confirm (e.g. place of birth, mother's maiden name); and
d. any other security requirements we may notify to you from time to time.

11.4 Clients must change their Security Details if asked to do so by the Company at any time and for any reason. The Company also reserves the right to change Security Details without prior notice.

11.5 The Client must take all reasonable precautions to ensure that:

a. Security Details are kept secure and confidential;

b. no unauthorised person is able to access or use the Security Details.

11.6 The Client must inform the Company immediately should they suspect or discover that:

a. their Security Details are lost or stolen;
b. someone else knows their Security Details; or
c. someone has used or tried to use their Security Details.

11.7 If a Client's Security Details have been used to access any services and the Company has not received any notification of any unauthorised use the Company will act on any instruction it receives.

12. TRADING CONFIRMATIONS

12.1 Within one Day of the Company entering into an Order with the Client, the Company's trading platform will provide a notification to the client, confirming the client's entry into a transaction.

12.2 If the Client does not respond to the notification nor does it notify the Company that the beneficiary details are incorrect, this does not affect the Order that has been entered into.

12.3 The Client acknowledges that:

a. The Company may establish a standing facility over the Internet that allows the Client to view, download and print the Trade Confirmation and other reports that the Company provides;

b. The Company is authorised to use the standing facility as the means of providing Trade Confirmation and other reports from the Company;

c. The Company accesses and uses such standing facility to:

a. receive Trade Confirmation Notices and other reports the Company provides;
b. confirm all Orders; and
c. monitor the Client's obligations under the Terms.

d. the Trade Confirmation and other reports are made available to Clients as at the time the relevant document is posted by the Company on the standing facility. The Company may send Trade Confirmations and other reports directly to Clients, in addition to making them available using the standing facility.

13. METHOD AND TIMING OF PAYMENT

13.1 The Client undertakes to deposit the minimum initial deposit as determined by the Company from time to time. The Company does not accept cash.

13.2 The Client must have sufficient cleared funds deposited in an account before the Company creates any Order. The Company will indicate to the Client, where applicable, the sum required as the Deposit for each Order (where applicable).

13.3 The Company may impose other fees and charges for using the services, by providing notice to the Client. If the Client does not consent to the charges, the Client can terminate the Agreement immediately.

13.4 The Company is not responsible for any fees or charges imposed by third party banks or other counterparties, which are incurred by the Client in connection with the use of the services.

13.5 All payments under the Terms and Agreement must be made in United States Dollars or any other currency that the Company may agree to as per the features of the trading account of the Client.

13.6 Any failure by the Client to pay an amount payable to the Company is deemed to be an application for a Credit Limit from the Company.

13.7 Subject to applicable Law, the Company will use all reasonable endeavours to make payments to the Client or to any third party specified by the Client, in accordance with the timing specified in the Client's Instructions. However, the Company shall not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred as a result of a delay or failure in funds reaching the Client's nominated account.

13.8 The Company will not be liable if a payee/beneficiary bank fails to process a payment correctly and/or in a timely manner.

13.9 The Company is only required to make an international payment to or at the direction of the Client on a particular Day if cleared funds have been received by the Company prior to the Cut-off Time for that Day. International payments relating to funds received by the Company after the Cut-off Time for a Day will be made on the next Day.

14. REFUSAL TO EXECUTE, CANCELLATION OR ALTERATION OF AN ORDER

14.1 The Company reserves the right to refuse the execution of orders without prior notice to the client for the following non-exhaustive reasons:

14.1.1 If the Client have insufficient funds in their trading account to place the order (together with the respective fees, charges and commissions necessary to carry out the transaction).

14.1.2 If the order affects, in any manner, the reliability, efficiency, smooth or orderly function of the market.
14.1.3 If the order aims at manipulating the market of the underlying financial instrument.
14.1.4 If the order constitutes the exploitation of confidential information.
14.1.5 If the order affects, in any manner, the reliability, efficiency, smooth or orderly operation of the trading platform.
14.1.6 If the order contributes to the legalization of proceeds from illegal activities such as money laundering, terrorist financing, fraud and/or any other illegal activities.
14.1.7 If the order is a result of the use of inside information (insider trading).

14.2 Internet, connectivity, delays and price feed errors sometimes create a situation where there is price latency on the Electronic Systems such that there is a disparity between the Company quoted prices and current market prices for short periods. Client expressly acknowledges and agrees that it shall not execute Transactions with the Company that rely on price latency arbitrage opportunities either by using additional functionalities/plug-ins or by any other means. If the Client acts in contravention of this section, the Company has the right to:

14.2.1 Make corrections or adjustments to the relevant Transaction execution prices to reflect what would have occurred had there been no price latency arbitrage.
14.2.2 Cancel all the relevant Transactions.
14.2.3 Terminate without notice the Client's Account with the Company.

14.3 If the Client decides that they want to change any of the amounts or the dates under an Order, and the Client contacts the Company accordingly, it may at its sole discretion provide the Client with the alteration which are reasonable given the market conditions. The Client may either accept the new order details and form a new Order or remain bound by the original Order.

14.4 If, after an Order has been placed, the Client informs the Company that they wish to cancel the Order, or these Terms allows the Company to treat the Client as having terminated the Order or the Agreement, the Company may terminate at its complete discretion either the Order alone or the Order and the Agreement, but may also at its discretion insist on the performance of the Order.

14.5 If the Client cancels or fails to perform an Order, the Client is liable for any loss or damage suffered by the Company in closing out Orders which the Client has cancelled or failed to perform.

14.6 The Client may forfeit part or all of any Deposit in the event of cancellation. Where the Company has suffered loss it reserves the right to set off against the Client's Deposit or any other funds received from the Client, any charges, fees or losses sustained by the Company in closing out the Order.

15. MARGIN

15.1 In order to open a Transaction for an Asset / Underlying Asset, the Client undertakes to provide the Initial Margin in his/her Trading Account. In order to keep a Transaction open, the Client undertakes to ensure that the amount in his/her Trading Account equals the Margin required to maintain the transaction open. The Client acknowledges that the Margin for each Underlying Asset differs and may be changed by us in our sole discretion from time to time. Based on the amount of funds that the Client has in his/her Trading Account, we retain the right to limit the amount and total number of open Transactions that you may wish to open or currently maintain on the Trading Platform.

15.2 It is understood that each different type of financial instruments offered by us have different Margin requirements. It is the Client's responsibility to ensure that she/he understands how Margin requirements are calculated.

15.3 The Company shall not have an obligation to make any margin call to the Client but in the event that it does, or in the event that the Trading Platform warns the Client that it reached a certain percentage of the Margin in the Trading Account, the Client should take any of the following action to deal with the situation:

15.3.1 Limit his/her exposure (by closing trades); or

15.3.2 Deposit sufficient funds in his Trading Account to meet the required Margin.

15.4 If the existing or deposited Margin in the Client's Account is not sufficient to meet the required Margin rates, as those are determined by the Company, the Client's transactions will not be executed. Without prejudice to the generality of the foregoing, the Client's open positions will be automatically closed starting from the most unprofitable and/or loss making, when the Margin in the Client's Account is less than 5% of the Margin Level. This includes positions with a guaranteed stop loss order or limited risk protection. The Company may provide prior warning to the Client however it shall not be liable for any consequences if such prior notification is not sent.

15.5 The Client acknowledges that the Margin Call is set to 75% and the Stop Out to 5%. The Client further acknowledges that the Company may change at its discretion the Margin Call, Stop Out based on regulation and/or according to the Company's Policies and Procedures as this may take place from time to time.

16. TRANSACTION SETTLEMENT

16.1 The Company shall proceed to a settlement of all transactions upon execution of such transactions. Acquisition of a Forex, CFD or other financial instruments is completed when the Forex, CFD or financial instrument payment has been verified and the relevant swap and other charges have been calculated.

16.2 The Client agrees to be fully and personally liable for the due settlement of every transaction entered under his/her Trading Account with the Company. Any confirmation or proof for any act or statement of Account or certification issued by the Company in relation to any transaction or other matter shall be final and binding on the Client, unless the Client has any objection in relation to such statement of Account or certification and the said objection is communicated in writing and received by the Company within two calendar days from the receipt of the deemed date of receipt of any statement of Account or certification.

17. MARK TO MARKET PAYMENTS

17.1 The Company calculates the Order Value as at each Valuation Time.

17.2 If at a Valuation Time:

a. the Order Value is greater than the Previous Order Value:
   i. the Short Party must pay the Long Party the excess of the Order Value over the Previous Order Value; or

   ii. the seller must pay the buyer the excess of the Order Value over the Previous Order Value;

or

b. the Order Value is less than the Previous Order Value:

i. the Long Party must pay the Short Party the excess of the Previous Order Value over the Order Value; or

ii. the buyer must pay the seller the excess of the Previous Order Value over the Order Value.

17.3 If on the Close-Out Date:

a. the Close-Out Value is greater than the Previous Order Value the Long Party must pay the Short Party the excess of the Previous Order Value over the Close-Out Value; and

b. the Close-Out Value is less than the Previous Order Value the Short Party must pay the Long Party the excess of the Previous Order Value over the Close-Out Value.

17.4 All Mark to Market Payments:

a. The Company owes to the Client are credited to your account; and

b. you owe to us are debited from your account, on the same Day as the relevant Valuation Time or Close-out Date.

18. FORCED LIQUIDATION

18.1 The Client is required to maintain a sufficient level of Deposit. The Company reserves its rights to close out all Open Positions:

a. if at any time the Deposit held by the Company is approaching or is no longer sufficient to cover the negative mark to market value of any or all Open Positions that the Client has open with the Company; or

b. if at any time the pre-agreed Credit Limit assigned to the Client by the Company is no longer sufficient to cover the negative mark to market value of any or all Open Positions that the Client has opened with the Company.

18.2 The Company shall have the right, at its sole discretion, to determine the Mark to Market value from time to time.

18.3 In addition to other remedies available to the Company, if the Client fails to pay any amount when due under these Terms, or if a Default Event occurs, the Company has the right to terminate (by either buying or selling) any or all of the Client's Open Positions.

18.4 When the Company accepts payment of a Margin Call the Client immediately receives Reciprocal Obligations under the Trade Contract Terms where the Margin Call payments purchase that Reciprocal Obligation and are not "client money".

19. CREDIT LIMITS

19.1 The Client acknowledges and agrees that the Company retains the right to set off and may, at its discretion, from time to time and without the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company including but not limited for charges, fees, expenses and handling fees charged or incurred by the Company on behalf of the Client.

19.2 Unless otherwise agreed in writing between the Company and the Client, this Agreement shall not give rise to rights of any credit facilities. In certain cases, prior to the receipt of any funds from the Clients and as per their request, the Company might from time to time provide credit to Clients by depositing funds to their trading account(s). In these cases where clients are using the credit funds for supporting their trading activity, they hereby declare, acknowledge, and accept that any amount of credit shall be paid back to the Company within 3 business days (the "Credit Repayment Timeframe") by depositing all the funds of the credited amount to the Company's designated Bank, EMI accounts and or Payment Service Providers. Upon the Client's request, the Company at its sole discretion might extend by approving in writing the "Credit Repayment Timeframe". Clients that they receive any Credit as described above, are further declare and accept that they have the legal obligation to repay the Company within the above "Credit Repayment Timeframe". In cases where Clients fail to fulfil their obligations to pay any credit in full within the above timeframes, it immediately gives the right to the Company to cancel the amount credited (Credit), and the client accepts full responsibility for the outcome of the trading account due to the cancellation of the credit. The Client has the right to withdraw only funds which are not used for margin coverage / requirement and that are free from any obligations towards the Company.

20. ADVANCES AND CREDIT

20.1 The Client is required to settle each Order on the Value Date or on such date as the Company may require settlement.

20.2 Nothing in this clause or other clauses in this Agreement shall be construed as binding the Company to make any advance to the Client as aforesaid nor shall it prejudice any of the rights and remedies the Company has against the Client or any other persons under these Terms, the Orders or otherwise conferred by law, equity or usage.

20.3 The Company may vary such interest rates without notice when changes are to the Client's advantage or are due to external circumstances beyond the Company's control. Such circumstances include:

a. changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to the Company;

b. other developments in the general interest level, including in the money and bond markets, in a way that is of importance to the Company; or

c. changes in the relationship with our counterparties, which affect our cost structures.

20.4 The Company may vary such interest rates on providing one month's Notice if:

a. market conditions, including competitive behavior, mean it is prudent for us to change its

conditions; or

b. for commercial reasons we wish to change our general cost and pricing structure; or
c. significant particulars of a Client' s individual conditions have changed.

21. INTEREST CHARGES ON OPEN MARGIN FX POSITIONS

21.1 Where an Order for a Margin FX Contract is held overnight, the Order is subject to a Swap Charge or Swap Credit (unless the account is a Swap Free Account defined in clause 24) determined by the Company in accordance with this clause:

a. if the Client is the Long Party and the Bought Swap Rate is higher than the Sell Swap Rate, the Company will pay you interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate; if the Client is the Long Party and the Bought Swap Rate is less than the Sell Swap Rate, the Client must pay the Company interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate;

b. if the Client is the Short Party and the Sell Swap Rate is higher than the Bought Swap Rate, the Company will pay the Client interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate; and

c. if the Client is the Short Party and the Sell Swap Rate is lower than the Bought Swap Rate, the Client must pay the Company interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate.

21.2 Where an Order for a Margin FX Contract is held at the Close of Trade on a Wednesday, the Swap Charge or Swap Credit is adjusted to reflect interest rate changes in the Currency Pair until the following Monday.

21.3 Where an Order for a Margin FX Contract is held overnight, the Client agrees to pay the Company a transaction fee of up to 10% of the value of the Swap Charge or Swap Credit.

21.4 Swap Charges or Swap Credits and the Company's transaction fee are calculated and applied to your account at the beginning of the next Trading Day.

21.5 No Swap Charge, Swap Credit or transaction fee is payable where an Order for a Margin FX Contract is opened and closed on the same Trading Day.

21.6 If the Client holds a Swap Free Account, classified as such at the Company's discretion, then the Order is not subject to a Swap Charge for up to seven (7) calendar days and subject to the terms of clause 24. Instead, on reopening, the Order is subject to an administration fee. The Company reserves the right to change the administration charges from time to time.

22. INTEREST CHARGES ON OPEN SPOT CFD POSITIONS

22.1 Where an Order for a Spot CFD is held overnight, the Order is subject to a Swap Charge or Swap Credit (unless the account is a Swap Free Account, for a limited period of up to seven (7) calendar days and as defined in clause 24) determined by the Company multiplying the value of the contract at the end of the Trading Day by the Reference Interest Rate and adjusted for any dividend in relation to the underlying asset or instrument.

22.2 Where an Order for a Spot CFD is held at the Close of Trade on a Friday, the Swap Charge or Swap Credit is adjusted to reflect the cost of holding the position until the following Monday.

22.3 Swap Charges or Swap Credits in relation to Spot CFDs are calculated and applied to your account at the beginning of the next Trading Day.

22.4 No Swap Charge or Swap Credit is payable where an Order for a Spot CFD is opened and closed on the same Trading Day.

22.5 If the Client holds a Swap Free Account, then the Order is not subject to a Swap Charge for only a limited timeframe of up to seven (7) calendar days at the Company's discretion and subject to clause 24. Instead, on reopening.

23. ROLLOVER CHARGES & CREDITS FOR OPEN FUTURES CFD POSITIONS

23.1 Where an Order for a Futures CFD is held overnight, the Order is not subject to a Swap Charge or Swap Credit.

23.2 Where an Order for a Futures CFD is held at the Close of Trade on the Close-Out Date, the Order is automatically rolled over meaning that the contract is closed and a new Order is created for the Futures CFD on the next Trading Day at the new contract price. The Company will not automatically roll over an Open Position for a Futures CFD held at the Close of Trade on the Close-Out Date unless the Company has provided reasonable notice to the Client of the Close-Out Date and the position remains open after this date.

23.3 Where an Order for a Futures CFD is held at the Close of Trade on the Close-Out Date, an adjustment will be applied to the Client's account to reflect the difference between the old contract price and the new contract price for the Futures CFD.

23.4 Cash adjustments will be applied to the Client's account on the first Trading Day of the new contract.

24. SWAP FREE OR ISLAMIC ACCOUNT

24.1 For a limited timeframe only, the Company from time to time, at its discretion, might offer to the Client(s) Swap Free Account(s) or Islamic Account(s). This limited timeframe of having free swaps can only be up to seven (7) calendar days. In cases where the company offers a Swap Free Account and/or an Islamic Account, the client hereby acknowledges understands and accepts that is for a period that will not exceed seven (7) Calendar days. After the period of seven calendar days lapses, the Company shall continue to charge Swaps to all above type of Accounts and they will no longer be considered Swap Free Accounts. This timeframe can only be extended by the Company with a written approval that must also specify the additional days that the client might benefit from free swaps.

24.2 Clients who hold a Swap Free Account will be charged an administrative fee instead of being credited or debited with a Swap Charge when holding a position overnight. The Company reserves the right to change the administration charges from time to time. Apart from this difference, Swap Free Accounts have exactly the same trading conditions and terms as the Company's regular Client accounts.

24.3 If a Client holds an existing regular account and wishes to convert that account to a Swap Free Account, the client must make a request in writing to the Company's support team. The conversion from a regular account to a Swap Free Account can only take place if all positions on the regular accounts are closed and the account is reconciled.

24.4 Swap Free Accounts are to be used in good faith and the Client may not use the Swap Free Account to make profits from swaps or, not paying swaps. The Client may not request the payment of any Swap Credit amounts that have been lost as a result ofconverting Client account(s) into one or more Swap Free Accounts for the period during which the Client's account(s) have been converted into one or more Swap Free Accounts.

24.5 The Company reserves the right to revoke or cancel a Swap Free Account without having to provide any reason. If the Company detects that a Swap Free Account is being abused by taking advantage of not paying swaps, in the form of, but not limited to; fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity with the usage of a Swap Free Account, then the Company reserves the right to take immediate action in the form of;

a. with immediate effect, revoking all live trading accounts that are under suspicion of exploitation;
b. correction and recovery of accrued swaps and related accrued interest expenses and/or costs pertaining to and all of the Client's Swap Free Accounts for the period which the accounts were converted into Swap Free Accounts;
c. with immediate effect, termination of the Agreement; and/or
d. with immediate effect, nullifying all trades carried out on Client's trading accounts and, cancelling any profits earned or losses incurred on such Client's trading accounts.

25. HEDGED POSITIONS

25.1 The Company may allow you to execute Hedged Positions on some Financial Products from time to time. A Hedged Position is an Open Position that is opposite of another Open Position. In other words, it is the same Financial Product, but the opposite direction (i.e. you are the Long Party and the Short Party). A Hedged Position may be a Fully Hedged Position or a Partially Hedged Position.

25.2 The Company reserves the right to reduce the Deposit to zero for Fully Hedged Positions. We also reserve the right to reduce the Deposit for Partially Hedged Positions. If we choose to reduce the Deposit, we do not waive the right to require a Deposit at any given time.

25.3 You acknowledge and agree that if the Deposit for a Hedged Position has been reduced and you close any one Open Position that forms part of the Hedged Position, it will immediately trigger the full Deposit for the Open Position. If you do not have sufficient Deposit such Open Position will be closed as stated herein.

25.4 The Company may close all or part of any Hedged Position at any time without notice at the Close Out Value where we reasonably believe that the Hedged Position is being abused by a Client including where we reasonably believe that such Hedged Positions are not in the ordinary course of trading.

26. DELAYS AND QUOTING ERRORS

26.1 The Company will use all reasonable efforts to process the Client's Order on a timely basis. However, the

Company shall not, in the absence of gross negligence or willful misconduct, be liable for delays, damages, failures or errors in the completion of the Order.

26.2 Should a quoting error occur due to a typographical error or obvious mistake in a quote or indication, the Company:

a. is not liable for any damages, claims, losses, liabilities or costs arising from the quoting error; and
b. reserves the right to make the necessary adjustments to correct the quoting error.

Any dispute arising from a quoting error will be resolved on the basis of the fair market value, as determined by the Company acting reasonably, of the relevant currency at the time such quoting error occurred.

26.3 If the Company is unable to perform its obligations under this Agreement or an Order because of factors beyond its control or because of a Force Majeure Event, the Company will notify the Client as soon as is reasonably practicable and will use reasonable endeavours to secure the return of any money paid by the Client in respect of which the Company has been unable to discharge its obligations under this Agreement.

26.4 The company may give a Notice to the Client at any time if it forms the view that market conditions in the relevant financial market for the currency concerned are seriously disturbed. This includes circumstances where, in the Company's opinion, deposits in the currency concerned are not available in the ordinary course of business to the Company in the relevant financial market or it is impractical because of national or international financial, political or economic circumstances or exchange controls.

26.5 When a Notice is given, the Company's obligations will be suspended while it and the Client negotiate alternative arrangements. If the parties reach an agreement before the Value Date, those alternative arrangements will apply. If they do not reach agreement within that period, each will be released from its obligations under the relevant transaction.

27. PRICING

27.1 The Company will quote prices at which it is prepared to execute for the Client. Save where:

27.1.1 The Company exercises any of its rights to close out a Transaction; or

27.1.2 A Transaction closes automatically; it is Client' s responsibility to decide whether or not he wishes to deal at the price quoted by the Company.

27.2 The Company's prices are determined based on the prices determined from its Liquidity Provider(s)in the manner set out in the enclosed terms. Each price shall be effective and may be used in a dealing instruction prior to the earlier of its expiration time and the time, if any, at which it is otherwise withdrawn by the Company. A price may not be used in a dealing instruction after such time. Each price shall be available for use in a dealing instruction for a transaction with a principal amount not to exceed a maximum determined by the Company. The Client acknowledges that these prices and maximum amounts may differ from prices and maximum amounts provided to other Clients of the Company and may be withdrawn or changed without notice. The Company may at its sole discretion and without prior notice to the Client immediately cease the provision of prices in some or all currency pairs or other financial instrument and for some or all value dates at any time. When the Company quotes a price, market

conditions may move between the Company's sending of the quote and the time the Client's order is executed. Such movement may be in Client's favor or against it. Prices that may be quoted and/or traded upon, from time to time, by other third parties shall not apply to trades between the Company and the Client.

27.3 The Company's prices are determined based on the prices determined from its Liquidity Provider(s)in the manner set out in the enclosed terms. Each price shall be effective and may be used in a dealing instruction prior to the earlier of its expiration time and the time, if any, at which it is otherwise withdrawn by the Company. A price may not be used in a dealing instruction after such time. Each price shall be available for use in a dealing instruction for a transaction with a principal amount not to exceed a maximum determined by the Company. The Client acknowledges that these prices and maximum amounts may differ from prices and maximum amounts provided to other Clients of the Company and may be withdrawn or changed without notice. The Company may at its sole discretion and without prior notice to the Client immediately cease the provision of prices in some or all currency pairs or other financial instrument and for some or all value dates at any time. When the Company quotes a price, market conditions may move between the Company's sending of the quote and the time the Client's order is executed. Such movement may be in Client's favor or against it. Prices that may be quoted and/or traded upon, from time to time, by other third parties shall not apply to trades between the Company and the Client.

28. COMMISSIONS, FEES AND EXPENSES

28.1 In addition to any other fees or charges set out in these Terms, the Client agrees to pay:

a. an amount equal to any other fee charged or levied on the Company, or other expense incurred by the Company, arising from any action taken pursuant to this Agreement; and
b. all taxes (including VAT) and expenses incurred by the Client in connection with these Terms.

28.2 The Client confirms and acknowledges that the Company is, without limiting its powers to recover amounts owing by the Client to the Company in any other way, permitted to deduct, without further reference to the Client, charges relating to any services provided by the Company including administration charges (including but not limited to fees associated with deposits/withdrawals, payment processing,), charges relating to the use of the Online Services and any transaction fees charged to the Company by others with respect to the Client's transactions including, but not limited to tracing fees.

28.3 The Company may in its absolute discretion waive or reduce fees or transaction charges, for individual clients or for classes of clients, for any length of time, with or without conditions, without notice.

28.4 The Client acknowledges that should they effect an Order with the Company, the Client must pay all transaction charges, fees, settlements, interest and any other amounts due under these Terms on demand by the Company in cleared funds or otherwise as required in accordance with the terms of these Terms.

28.5 The Client agrees that the Company may at any time share transaction fees and charges with any other persons without being required to disclose the sharing of such fees and charges to the Client, unless such disclosure is required by Law.

28.6 Prior to trading in Forex, CFDs or any other financial instruments offered by the Company, the Client needs

to consider any applicable fees, Commission, Swaps and associated charges as shown on the website of the Company. The provision of Services is subject to the payment of, charges, commissions, swaps and handling fees that the Company is entitled to receive from the Client for its Services provided as described in the Terms and Conditions, the contract specifications and on the Company's website. The Company is also entitled to receive compensation for the expenses it will incur for the obligations it will undertake during the provision of the said Investment Services in addition to costs, other commissions, handling fees and charges that may be due by the Client directly to third parties. The Client is obliged to pay all such costs. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of any applicable fees, commissions, swaps and associated charges providing the Client with a respective notification of two (2) days before the implementation of such changes accordingly. Notification can also be made via the Company's website and/or a relevant notification to the Client's e-mail address provided to the Company during the registration process should be sent.

28.7 All FX and CFDs available with the Company have spreads which appear on the Trading Platform and/or the Website. The Company has the right to amend its spreads in its discretion from time to time. Such changes shall be effected on the Trading Platform and/or the Website and the Client is responsible to check for updates regularly. Spreads may increase during abnormal market conditions.

28.8 The Client should note that not all charges are represented in monetary terms. Certain types of costs may appear as a percentage of the value of a Forex, CFD, or the type of financial instrument, therefore the Client has the responsibility to understand how charges handling fees and any relevant costs are calculated and charged.

28.9 The Client is also accountable for other taxes which are not collected by the Company and the Client should seek independent expert advice if he/she is in any doubt as to whether he may incur any further tax liabilities. Without derogating from his/her sole and entire responsibility to perform tax payments, the Client agrees that the Company may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with the Company. The Client understands that amounts that may be withdrawn by him/her from his/her account are "gross amounts", from which the Company may deduct such taxes, and the Client will have no claim towards the Company with regard to such deductions.

28.10 The Client is solely responsible for all filings, tax returns and reports on any transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

28.11 Examination of application fees of USD 50, at the discretion of the Company are applied to all new applications due to the administration costs incurred by the Company when examining clients' applications. Examination of application fees shall be applicable at the sole discretion of the Company and may not be charged to any new applications.

28.12 The client acknowledges the imposition of a dormancy fee on all accounts which will be charged to all clients by the Company and before approving any requested withdrawal and/or before the Company returns any received funds to clients that their relationship was terminated due to their denial or omission or delay in providing the necessary and/ or requested identification documents and/or any other requested information to the satisfaction of the Company. For more information on the applicable Dormancy Fees.

28.13 The Company further has the discretion to impose chargeback fees, where applicable as per the provisions hereinbelow.

28.14 The Company may, at its sole discretion, apply a withdrawal processing fee of no less than EUR 50, or such higher amount as may be determined based on the Client's jurisdiction, the selected payment method, the payment service provider involved, and/or any other relevant circumstances. Such fee is intended to cover, in whole or in part, the costs and expenses incurred by the Company in relation to the processing and execution of the withdrawal, including, without limitation, administrative, banking, compliance, transaction processing, foreign exchange, and other associated operational costs.

28.15 Any banking or payment service providers fees/charges/costs or conversion charges relating to client deposits and / or withdrawals via the selected payment method shall be paid exclusively by the Client. Any charges imposed by the bank or payment service providers shall be paid by the client. Any charges/fees/costs imposed by payment service providers will be deducted and the Company shall return back to the client the remaining balance.

28.16 Withdrawal requests will be processed within three (3) business days. Once the request has been approved by the Company, the Client shall allow an additional period of 5 to 7 days before his/her funds will be shown in the Client's account due to delays caused by the Banks and other Payment Providers.

28.17 Any Open Transactions held by the Client at the end of the trading day of the Underlying Market or over the weekend when the relevant Underlying Market is closed, shall automatically be rolled over to the next business day to avoid an automatic close and physical settlement of the Transaction. The Client acknowledges that when rolling such Transactions to the next business day, a Swap will be either added or subtracted from his/her Trading Account with respect to such Transaction. The Swap amount is a constant percentage of the position value and is based on a number of factors including among others, whether the Transaction is a Buy or a Sell, interest rates, Underlying Asset differentials, daily price fluctuations and other economic and market related factors. The Swap for each Asset /Underlying Asset is displayed for each specific Asset / Underlying Asset on the Trading Platform and/or the Company's website and is subject to amendments.

28.18 In deciding whether to open a Transaction for a specific Underlying Asset, the Client acknowledges that he/she is aware of the Swap displayed on the Company's website (indicative) and should consult the trading platform and the instrument specifications for the applicable rates/ swaps before opening any position.

28.19 Any Open Transactions held by the Client at the end of the trading day of the Underlying Market or over the weekend when the relevant Underlying Market is closed, shall automatically be rolled over to the next business day to avoid an automatic close and physical settlement of the Transaction. The Client acknowledges that when rolling such Transactions to the next business day, a Swap will be either added or subtracted from his/her Trading Account with respect to such Transaction ("Rolling"). The Swap amount is a constant percentage of the position value and is based on a number of factors including among others, whether the Transaction is a Buy or a Sell, interest rates, Underlying Asset differentials, daily price fluctuations and other economic and market related factors. The Swap for each Asset /Underlying Asset is displayed for each specific Asset / Underlying Asset on the Trading Platform and/or the Company's website and is subject to amendments. In deciding whether to open a Transaction for a specific Underlying Asset,

the Client acknowledges that he/she is aware of the Swap displayed on the Company's website (indicative) and should consult the trading platform and the instrument specifications for the applicable rates/ swaps before opening any position.

28.20 All FX and CFDs available with the Company have spreads which appear on the Trading Platform/ Clients must consult on a daily basis and before opening any new position that Spreads of each instrument. The company only refer to indicative spreads at its website hence the accurate Spread can only be calculated by consulting the trading platform. . The Company has the right to amend its spreads at its discretion from time to time. Such changes shall be effected on the Trading Platform and the Client is responsible to check for updates regularly. Spreads may increase intraday during abnormal and/or other

market conditions that affects trading in certain instruments.

28.21 It is further acknowledged that in case of any miscalculation and/or error of a swap rate due to a malfunction of the Trading Platform and/or bug and/or error of any nature, the Company has the right to update and charge the Client's account with the accurate swap, affected on the Client's account balance.

28.22 The Company reserves the right in its discretion to disable and/or enable trading without a Swap rate charge for Client's trading account at any given time. Without prejudice to the generality of the foregoing the imposition of a Swap rate charge can occur if the Client abuses the Company's trading conditions/systems or where the Client's trading strategy imposes a threat to the Trading Platform or where the Company deems necessary to protect the smooth operation of its Trading Platform.

29. DORMANT ACCOUNT AND HANDLING FEES

29.1 Client accounts in which there have been no trades for a period of more than 30 calendar days will be considered by the Company as being dormant accounts. Such 30 days period shall begin from the first day following the lapse of the 30-day period in which no transaction was undertaken. Any new Trading Account for which the client requests a withdrawal before the first 30 calendar days of its operation, will be considered by the Company as being Dormant Account and will be subject to a dormancy fee as per the table below:

Inactivity Days	Inactivity Monthly Fees (EUR or equivalent)
1-30	Free
31-60	35
61-90	55
91-120	155
121-150	255
151-180	300
>181	500

29.2 The Company will not charge trading accounts with zero fee balance and consequently, all accounts with a zero balance can be closed by the Company and the Clients can be informed through the platform and / or via e-mail.

29.3 Deposits are not considered as trading activity therefore clients need to open positions for their account not to be classified as dormant. On the other hand, accounts with open positions will not be charged.

30. CHARGEBACKS

30.1 Any fraud including credit card fraud will not be accepted by the Company and as such will be fully investigated and pursued to its fullest extent. Any losses resulting on our behalf will be fully pursued in a civil lawsuit to claim back any losses incurred.

30.2 Any chargebacks made to the Company will be regarded as fraudulent if no attempt is made by the Client to help solve any issues related to a deposit. All unnecessary chargebacks result in costs for our Company and as such:

30.3 When suspicious activity relating to any deposit is detected by the Company, the respective deposit will be placed as 'Pending' and fraud detection checks will be performed. Access to the Client's Trading Account will also be temporarily prohibited.

30.4 All reviews are generally completed within twenty-four hours; however, it may take longer for those deposits posing a potentially higher risk as more extensive fraud detection checks will be performed by the Company.

30.5 The Client acknowledges and agrees that the Company may contact the Client directly for this matter.

30.6 Depending on the specific case and chargeback reason, the deposit will either be held as "pending" until the investigation is completed and/or the claim is closed; or the deposit will be cancelled, and the funds will be refunded back to the credit card used to make the deposit. In addition, the Company has the sole discretion to close any (and all) of the Client's Trading Accounts. Any active orders will also be cancelled immediately if associated with the same fraudulent credit card and/or account.

30.7 Any chargeback case that is made against the Company and is not successful, will result in the sum being reimbursed to the Company along with charges for any research, administration and processing performed.

30.8 In addition, in case of chargeback, dispute, retrieval or any type of fraudulent transaction, regardless of the outcome of the chargeback case, the Company reserves the right to block the Client's online trading facility and/or not reactivate it and/or terminate his/her account with us. Consequently, any profits or revenues may be seized, and we reserve the right to inform any third party. We are continually developing tools to monitor any fraudulent activity and any cases from such activity will be decided on by ourselves and any decision made shall be final and non- negotiable.

31. CORPORATE ACTIONS

31.1 If a Corporate Action occurs, the Company will reasonably determine what adjustment, if any, should be made to an Order to account for the dilutive or concentrative effect of any such event to preserve the economic equivalent of such Orders prior to the relevant event or to reflect the effect of such event on such Orders. Any such adjustments will be effective as of a date reasonably determined by the Company.

31.2 In cases where a split or a reverse split is applied the Company will adjust the number of CFDs and prices accordingly. The Company does not pay any dividend for any position in any instrument in CFDs, and the Client acknowledges that it is not entitled to receive any dividend payments from its CFD transactions.

32. GUARANTEE

32.1 The Client states, confirms and guarantees that any money handed to the Company for any purpose, belongs exclusively to the Client and is free of any lien, charge, pledge or any other burden. Further, whatever money is handed over to the Company by the Client is not in any manner whatsoever directly or indirectly proceeds of any illegal act or omission or product of any criminal activity.

32.2 The Client agrees and understands that if the Company has such evidence that are adequate to indicate that certain amounts, received by the Client are proceeds from illegal acts or products of any criminal

activity and/or belonging to a third party, the Company reserves the right to refund these amounts to the sender, either this being the Client or a beneficial owner. Furthermore, the Client also agrees and understands that the Company may reverse any transactions performed in the Client's Trading Account and may terminate the business relationship. The Company reserves the right to take any legal action against the Client to cover and indemnify itself upon such an event and may claim any damages caused to the Company by the Client as a result of such an event.

32.3 The Client understands and accepts that all transactions in relation to trade in any of the Financial Instruments will be performed only through the Trading Platform(s) provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever.

32.4 The Client guarantees the authenticity and validity of any document handed over by the Client to the Company.

33. TERMINATION

33.1 The Company may revise or update these Terms at any time. Any such changes will be communicated to the Client, including by posting the updated version on the Company's website and/or by other means such as email or other contact methods.

Unless otherwise specified, amendments will become effective five (5) calendar days after publication. Continued use of the Company's services or systems after this period will be treated as acceptance of the updated Terms.

The Client is responsible for staying informed of the current version of the Terms and is encouraged to review them periodically. Where changes are required to comply with applicable laws or regulations, the Company may implement them with immediate effect. In certain cases, the Company may also shorten the notice period where necessary to protect the interests of its Clients or to meet regulatory obligations.

33.2 Either the Client or the Company may end the business relationship by providing at least five (5) calendar days' written notice to the other party.

33.3 The Company may terminate the relationship without prior notice in any of the following circumstances:

a. The Client passes away;
b. The Client becomes subject to bankruptcy, insolvency, or winding-up proceedings;
c. Termination is required by a regulatory authority or other competent body;
d. The Client breaches these Terms and the Company determines that the breach cannot be remedied;
e. The Client submits a complaint to the Company or to a regulator;
f. The Client violates any applicable law or regulation, including those relating to exchange controls or registration requirements;
g. The Client involves the Company in any form of fraudulent activity, directly or indirectly;
h. An Event of Default occurs (as defined below);
i. The Client files a Complaint.

33.4 Each of the following constitutes an Event of Default:

a. The Client fails to comply with any provision of these Terms and does not remedy such failure within one Business Day after receiving notice;

b. The Client exploits pricing delays or inaccuracies, including placing orders based on outdated prices, trading outside normal market conditions, or engaging in off-market transactions.
c. The Client engages in trading strategies aimed at exploiting minor price movements (such as scalping, sniping, or similar techniques), or there is reasonable suspicion of such activity.
d. Any information, representation, or warranty provided by the Client proves to be materially inaccurate or misleading.
e. Any situation arises where the Company reasonably considers action necessary to protect itself, or where an event may negatively impact the Client's ability to meet obligations under these Terms.

33.5 Termination does not affect any rights, obligations, or liabilities that have already arisen. This includes any open positions, transactions, or payment obligations existing at the time of termination.

33.6 Upon termination, all amounts owed by the Client to the Company become immediately due. These may include:

a. Any outstanding fees, charges, or expenses;
b. Funds required to close open positions;
c. Costs related to ending the relationship or transferring investments;
d. Losses or expenses incurred in closing transactions or settling obligations on the Client's behalf;
e. Any additional costs arising from termination;
f. Damages resulting from the settlement of pending obligations;
g. Bank or transfer fees;
h. Any other outstanding liabilities under these Terms.

33.7 Following termination, the Company may, without prior notice:
a. Retain sufficient funds to settle outstanding obligations;
b. Combine or consolidate Client accounts and offset balances;
c. Close the Client's trading account;
d. Restrict or terminate access to the Company's systems;
e. Convert funds into another currency where necessary;
f. Suspend, close, or refuse any open positions or orders.

33.8 If, after termination, the Client's account shows a positive balance, the Company will return the funds to the Client as soon as reasonably practicable, after deducting any applicable fees. A statement explaining the calculation of the balance will be provided.

33.9 Where a Client has submitted a complaint, the Company may, during the course of its review, decide to close any open positions connected to the matter under investigation.

The Company may also take such action where it reasonably believes or suspects that fraud, unlawful conduct, misconduct, or regulatory breaches have occurred or may occur. In such cases, the Company may additionally withdraw any trading incentives previously granted (including bonuses or credits), along with any related gains or losses.

These measures may be taken to limit potential losses, protect the Client, or ensure compliance with legal and regulatory obligations. The Company also considers that maintaining such positions could increase risk exposure and may interfere with the proper handling of the complaint or its resolution.

Any decision in this regard will be made solely at the Company's discretion. The Client may be informed either before or after such actions are taken, or through account statements.

34. HANDLING OF CLIENTS FUNDS

34.1 The Client acknowledges and agrees that the Company reserves the right to set off and may, at its discretion, from time to time and without the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company including but not limited for charges, fees, expenses and handling fees charged or incurred by the Company on behalf of the Client.

34.2 Unless otherwise agreed in writing between the Company and the Client, the Terms shall not give rise to the rights of any credit facilities. The Client has the right to withdraw only funds which are not used for margin coverage/ requirement and that are free from any obligations towards the company.

34.3 The Client accepts to clearly denote all the required information on any payment document that the Company may request at its own discretion (funds/ deposit/ withdrawal/ transfer/ additional Identification and Proof of Residence documents) from time to time in order to verify the source of funds and to comply with the international regulations against fraud and money laundering and the applicable legislative and regulatory framework as may be amended from time to time. Such documents may include among other copies of credit card, bank statements/IBAN certificates/ copies of SWIFT/SEPA for wire transfers, written confirmations from Banks and Card Issuers that the client is the true owner of the credit/ Debit/ Other card used and/or any other documentation to serve such purpose. The Company may not approve and reasonably withhold any withdrawal request unless all requested documents and information are provided by the Client to its complete satisfaction.

34.4 The Client agrees that any amount of funds transferred by the Client from his/her bank account/Credit and or other Card/e-Wallet will be deposited to his/her trading account at the value date of the payment received in the Company's Client's account. Any charges/fees/costs charged by the Bank Account and/or other payment service providers and/or any other intermediary Bank/Financial Institution involved in the process of his/her transaction/remittance shall be paid by the client. To this effect, the client shall pay any fees/charges/costs as these may be imposed as a result of the transfer of funds. In order for the Company to accept any deposits by the Client, the identification of the sender must be verified and ensure that the person depositing the funds is the Client. If these conditions are not met, the Company reserves the right to refund the amount deposited via the method used by the remitter minus any applicable fees/charges/costs imposed by the banking or payment service provider, as may be applicable.

34.5 The Company reserves the right to refuse a transfer of funds by the Client or on behalf of the Client and not to credit his/her trading account in the following cases:

34.5.1 If the Company has reasonable suspicion that the person transferring the funds is not duly authorized;

34.5.2 If the funds are not directly transferred from the Client and a third party is involved;

34.5.3 If the transfer is in violation of applicable law.

34.5.4 If the identification of the sender is not verified and if the Company doesn't ensure that the person depositing the funds is the Client.

34.5.5 In any of the above cases the Company will send back the received funds to the remitter by the same method as they were received and the Client will suffer with all the relevant Bank Charges created due to the above transaction.

34.6 In any of the cases mentioned herein the Company shall return any received funds to the sender with the same method that they were received, and the Client will be charged with any relevant charges and fees of the bank or the Merchant provider/ Payment Service Provider. Any charges/fees/costs imposed by payment service providers will be deducted and the Company shall return to the client's account the remaining balance.

34.7 In the event that any amount received in the Bank Accounts is reversed by the Bank Account or the merchant provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's trading account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of the Client's trading account(s).

34.8 The Client agrees to waive any of his/her rights to receive any profits or interest earned in the funds held in the Bank Account where Client's funds are kept and/or on the deposited funds held by the Company on behalf of the Client and further acknowledges that the Company will be entitled to act as the beneficiary of such interest.

34.9 The Client shall be entitled to withdraw from his/her account any available funds that are not used for other obligations or charges or any amounts which require conditions to be fulfilled. The Company reserves the right to decline a withdrawal request if the request is not in accordance with certain conditions mentioned in the Terms or delay the processing of the request it is not satisfied with the KYC and or other documentation provided by the Client. The Client acknowledges and accepts that that any incurring bank / merchant fees will be paid by him/her in case of fund withdrawals from his/her trading account in order to credit his/her designated bank account. The Client is fully responsible for the payment details that he/she provided to the Company and the Company accepts no responsibility if the Client has provided false or inaccurate bank / merchant details.

34.10 Withdrawals should be made using the same method used by the Client to fund his/her trading account and to the same remitter. The Company reserves the right to decline a withdrawal with a specific payment method and to suggest another payment method where the Client needs to complete a new withdrawal request. In the event that the Company is not fully satisfied with the documentation provided in relation to a withdrawal request, the Company can request for additional documentation and if the request is not satisfied, the Company can reverse the withdrawal request and deposit the funds back to the Client's trading account. Fund transfer requests are processed by the Company within three (3) business days upon the submission of the request It is noted however that delays may occur with the processing of such requests, as specified on the Company's website. The provision of documentation or any other type of Client from time to time authentication as may be required by Anti Money Laundering (AML) regulations, Credit Card companies and the Company is a prerequisite, prior to the execution of any withdrawal order.

34.11 The Client acknowledges that in the case where a Client' s bank account held with the Company is frozen for any given period and for any given reason the Company assumes no responsibility and the Client's funds will also be frozen. Furthermore, the Client acknowledges that (s)he has read and understood the additional information provided on each payment method available on the Company's website.

34.12 When the Client is depositing funds to his/her account with the Company by using a Bank Transfer, as required for anti-money-laundering regulations, the Client is required to use only one bank account, which is in his/her country of residence and in his/her name. An authentic SWIFT confirmation or Transfer Confirmation, showing the origin of the funds, must be sent to the Company. Failure to submit such SWIFT/Confirmation may result in the return of the deposited amount; hence preventing the deposit of such pending amounts to the Client's trading account. Any withdrawal of funds, from the Client's trading account to a bank account, can only be refunded to the same bank account that the funds were originally received from.

35. LIABILITY AND INDEMNITY

35.1 In the case where the Company provides information, news, information relating to transactions, market commentary and any other information to be provided within the limits of the Company's authorization to the Client (or in newsletters which it may post on its website or provide to subscribers via its website or otherwise), the Company shall not be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any transaction in the specific circumstances set out the Terms any transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

35.2 The Company shall not be held liable for any loss or damage or expense incurred by the Client in relation to, or directly or indirectly arising from but not limited to:

a. any error or failure in the operation of the company online trading system.
b. any delay caused by the Customer terminal.
c. transactions made via the Customer terminal.
d. any failure by the Company to perform any of its obligations u as a result of Force Majeure Event or any other cause beyond its control.
e. the acts, omissions or negligence of any third party.
f. any person obtaining the Client's access codes that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his access codes.
g. all orders given through and under the Client's access codes.
h. unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and access codes when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.
i. a delay transmitting any order for execution.
j. currency risk.
k. Slippage.
l. any changes in the rates of tax.
m. any actions or representations of the introducing broker.

35.3 If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Terms and/or in relation to the provision of the services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company.

35.4 The Company shall in no circumstances be liable to the Client for any significant or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to these Terms.

36. INFORMATION AND CONFIDENTIALITY

36.1 The Client acknowledges and agrees that the Company is permitted to carry out an electronic database search and search credit reference agencies in order to verify the Client's identity and credit standing. If such searches are carried out, the Company may keep records of the contents and results of such searches in accordance with all applicable Laws.

36.2 The Company reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable Anti-Money Laundering and Counter-Terrorism Financing Laws. The Company may pass on information collected from the Client and relating to transactions as required by applicable Anti-Money Laundering and Counter-Terrorism Financing Laws and is under no obligation to inform the Client it has done so. The Company may undertake all such Anti-Money Laundering and Counter-Terrorism Financing checks in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by the Company.

36.3 Personal information collected by the Company is treated as confidential and is protected by the *Data Protection Act 2017 as amended.* The Company will only collect personal information which is necessary to perform the services contemplated by this Agreement.

36.4 The Company will treat the Client's personal information in accordance with its privacy policy, which the Client may obtain on the Website.

36.5 The Company will use reasonable precautions to maintain the confidentiality of information the Company receives from the Client and material and/or data the Client provides, creates, inputs or develops in connection with the Client's use of the Company's services. Nonetheless, because such information, material and/or data may be provided through the internet, the Client hereby acknowledges and agrees that the Company cannot assure that such information, material and/or data will continue to be confidential.

36.6 The Client accepts the risk of a third party receiving confidential information concerning the Client and specifically releases and indemnifies the Company from any claim arising out of a third-party intercepting, accessing, monitoring or receiving any communication from a Client intended to be provided to the Company or from the Company intended to be provided to the Client.

36.7 The Client acknowledges and agrees that the Company may disclose the Client's name and other personal and financial information about the Client, and any relevant details of an authorised user, to its employees, representatives, officers, agents, introducing brokers and affiliates, as well as to a governmental entity or self-regulatory authority, an internet service provider or any other third party agent or service provider

for any purpose related to offering, providing, administering or maintaining the Company's services, or to comply with applicable Laws.

36.8 The Client should be fully aware that in appropriate cases all communications and information concerning the Client held by the Company, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, the Client agrees to comply with all applicable Anti- Money Laundering and Counterterrorism Financing Laws, including, but not limited to, the requirement to obtain satisfactory evidence of the identity of any principal whom the Client may represent in any transaction entered into with the Company as per the below:

a. Where required by the governing law or a competent Court.

b. Where requested by a competent regulatory authority with jurisdiction over the Company, the Client or their associates, or in a territory where the Company has clients.

c. Where required by relevant authorities to investigate or prevent fraud, money laundering or any other illegal activity.

d. Where necessary in order for the Company to defend or exercise its legal rights.

e. To the Company's professional advisors provided that in each case the relevant party shall be duly informed about the confidential nature of such information and commit to the confidentiality herein obligations as well.

f. To credit reference and fraud prevention agencies and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence of the Client.

g. At the Client's request or with the Client's consent.

h. The Client further acknowledges that he/she consents to the processing/transmission of personal data to third parties/associates of the Company in the context of business execution according to the Privacy Policy of the Company. Therefore, the Client is further informed that third parties, may have a legitimate interest in processing personal data of clients as a controller.

37. COMPLAINTS

37.1 If the Client has any complaint in relation to any of the services provided by the Company, this complaint should be sent in writing to support@exnesglobal.com All Clients' complaints are received by the Back Office as soon as the issue is submitted by the Client. The Client shall have the right to contact the Compliance Officer of the Company if the reply from the Back Office is deemed unsatisfactory at support@exnesglobal.com

37.2 If the Client wishes to report a complaint, then he must send his/her message to the Company at support@exnesglobal.com with the following information included:

a. Customer's name and surname.

b. Customer's account number.

c. Detailed enquiry description and other relevant information.
d. References of transactions involved in the specific complaint.
e. Date and time that the concern/problem arisen.
f. Any attachment that supports his concern/problem.

37.3 If a situation arises which is not expressly covered by the Terms, the parties shall agree to try to resolve the matter on the basis of good faith and fairness and by taking the necessary actions which are consistent with the current market practices.

37.4 The Client's right to take legal action remains unaffected by the existence or use of any complaint's procedures referred to above.

37.5 When the final decision of the complaint does not fully satisfy the client's demands, the Company shall provide a thorough explanation of its position on the complaint and set out the client's option to maintain the complaint through the Financial Ombudsman, ADR mechanisms or the relevant courts.

38. DISPUTE RESOLUTION

38.1 If a dispute arises between the Company and the Client relating to any transaction, the Company may close out or take any other action it considers appropriate in relation to the disputed transaction without previously notifying and/or without having received instruction from the Client.

38.2 The Company may notify the Client (verbally or in writing) what action it has taken, as soon as practically possible, but if it does not or is unable to do so, the validity of its action shall not be affected.

38.3 Nothing in this clause limits the Client's rights (if applicable) to take any dispute to an equivalent external dispute resolution scheme of which the Company is a member.

39. NOTICES

39.1 Unless the contrary is specified herein, any notice, instruction, request or other communication to be given to the Company by the Client under the Terms shall be in writing and shall be sent to the Company's address (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post or commercial courier, and shall be deemed delivered only when actually received by the Company at:

Email: support@exnesglobal.com

39.2 The language of communication shall be in English and as such, all the information, documents and support you shall receive from us shall be in the English language. Nonetheless, where appropriate and for your convenience, the Company may communicate with you in your native language or in any other language in which you are fluently spoken. In case of translation of any documents/information/material on the website of the Company or any communication with the client, the English language will prevail if there are any differences.

40. GOVERNING LAW

40.1 Governing law: _____
Competent courts: _____

41. ASSIGNMENT

41.1 Any rights or obligations that the Client may have pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with the prior written consent of the Company. The Company may, however, transfer any rights or obligations it may have pursuant to these Terms to another party without the consent of the Client. The Client will execute any documents (including a deed of novation) reasonably required by the Company to effect such a transfer.

42. SEVERANCE

42.1 A provision of the Agreement that is void, illegal or unenforceable is ineffective only to the extent of the provision's illegality or unenforceability, but the remaining provisions are not affected.

42.2 Any present or future legislation which operates to vary the Client's obligations in connection with this Agreement with the result that the Company's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by the applicable legislation.

43. COMMON REPORTING STANDARD

43.1 Where required by applicable law, the Company shall identify and report information on relevant account holders to the competent tax authority.

44. BONUS AGREEMENT

44.1 The Client also acknowledges that the Company reserves to right to publish subsequent Bonuses whereas clients undertake to remain up to date with the latest communication from the Company. Clients are encouraged to refer to the Company's website and subsequent correspondence on the latest promotions and/or Bonuses, where applicable.

44.2 It is hereby acknowledged that clients must allow for 24 hours before any Bonus is added to the trading account of the eligible clients.

44.3 For every 1000 USD provided as a bonus to the client is subject to turnover of 300 lots minimum trading volume and/or as otherwise agreed with the Company. While each turnover of 1 lot is considered equivalent to the standard size of USD 100,000 trade.

44.4 It is acknowledged that when a client is trading with a bonus and a stop out occurs, any additional bonus credited to the account following the stop out, is subject to an additional trading volume as per described hereinabove. To this effect, the calculation of the trading volume will commence again on the date of

the credit of the additional bonus and any previous volume shall be disregarded from the trading volume calculation.

44.5 In case where the client requests a withdrawal prior to the completion of the minimum trading volume - based on the bonus provided - then the Company reserves the right to apply a penalty by waiving any accrued profits since the bonus was granted to the said trading account.

44.6 If the client requests to withdraw funds before executing the required trading volume, all the bonus and the profits derived from it will be canceled automatically upon withdrawing and only after the Company's Terms and Conditions.

44.7 Withdrawal requests of the bonus and/or any portion of the profits earned by trading with a bonus will be processed, once they have completed the due diligence and verification procedure and have fulfilled the minimum trading volume as described above.

44.8 It is clarified and acknowledged that any profit earned by trading with a bonus means profit on trades which were opened or closed while any amount of the bonus was present in the account and/or where the bonus has prevented stop out of positions.

44.9 Any accrued profits associated with the bonus of an account which hasn't reached the minimum trading volume will be withheld and waived once it becomes dormant.

44.10 The Client is expected to utilize the Company trading benefit in a rightful and justified manner, according to the provisions of this Agreement the Company reserves the right, at its sole discretion, to disqualify any individual that breaches present Agreement and/or any of the Company's Terms & Conditions.

44.11 If the Company suspects any wrongdoing, deception, fraud or other forms of deceitful or fraudulent activity in a Client's trading or if the Client otherwise is suspected to have acted with a lack of good faith towards the Company, then the Company reserves the right, at its own discretion, to:

- deny, withhold, withdraw or cancel all the Client's bonuses that have been provided;
- cancel all orders and/or transactions executed and nullify all profits generated;
- temporarily or permanently, block the Client's access to the trading account(s) and/or block or suspend the Client's trading account(s);
- terminate that Client's access to the services provided by the Company and/or terminate the contract between the Company and the Client for the provision of services.

In case of permanent termination of the business relationship with the Client, any unused funds (less the Bonus and profits generated from it, if applicable) will be withheld by the Company.