EDGEWATER

SEPTEMBER 2026

Edgewater Markets International

CLIENT AGREEMENT

Company No 235030 | Licence No GB26206104

RISK WARNING:

CFDS ARE A LEVERAGED PRODUCT AND CAN RESULT IN THE LOSS OF YOUR ENTIRE CAPITAL. TRADING CFDS MAY NOT BE SUITABLE FOR EVERYONE. PLEASE CONSIDER OUR RISK DISCLOSURE STATEMENT AND CLIENT AGREEMENT BEFORE USING OUR SERVICES AND ENSURE THAT YOU UNDERSTAND THE RISKS INVOLVED. NOTE THAT YOU DO NOT OWN OR HAVE ANY INTEREST IN THE UNDERLYING ASSETS.

PURPOSE

(a) This Client Agreement is between Edgewater Markets International (the "Company", "we" or "us") and the person identified in the accepted account application (the "Client" or "you").

(b) The Company is regulated by the Financial Services Commission, Mauritius ("FSC") and holds a Global Business Licence and an Investment Dealer (Full Service Dealer, excluding Underwriting) Licence. Services under this Agreement are limited to the activities, instruments, jurisdictions and client types permitted by its licences and applicable law.

(c) Our principal place of business is Ground Floor, Silver Bank Tower, 18 Bank Street, Cybercity, Ebene 72201, MAURITIUS

(d) This Agreement takes effect only when we accept your application and notify you of account approval. We will provide this Agreement and the applicable risk disclosure and product terms before the first transaction. A prior agreement is replaced only to the extent expressly agreed in writing; accrued rights and obligations remain unaffected.

1. DEFINITIONS

In this Client Agreement unless a different intention is expressed, the following terms (as subsequently defined in, modified by and/or amended by legislation, regulation and/or The Company's other disclosure documents) shall mean:

"Account" or "Trading Account" means the account of your dealing in the Financial Products issued by The Company, which is established in accordance with this Client Agreement;

"Account Takeover" means a situation where a third party is trading on your account and the Company has not received the valid written authorisations appointing an Authorised Person to your account pursuant to clause 12(2);

"Agreement" means the entire legal agreement between the Company and the Client and includes this Client Agreement, which together govern our

relationship with you;

"AML/CTF Regime" means the Financial Intelligence and Anti-Money Laundering Act 2002, the Financial Intelligence & Anti Money Laundering Regulations 2018, Financial Crime Commission Act 2023, Prevention of Terrorism (Special Measures) Regulations 2003, the Prevention of Terrorism Act 2002, Convention for the Suppression of the Financing of Terrorism Act 2003, Prevention of Terrorism (Special Measures) Regulations 2003, and all regulations, rules and instruments made under the Regime, as updated, replaced or amended from time to time;

"Application Form" means the form available on our website which must be completed online in order to open an Account;

"Authorised Person" means a person authorised to bind you under this Client Agreement;

"Base Currency" means the main currency used in a given Account to display account information such as Margin Requirements, account balance, and fees and charges;

"Business Day" means a day on which trading banks in Mauritius are open for business, excluding any public holidays and weekends;

"CFD" is a Contract For Difference which is an over-the-counter derivative product comprising an agreement under which one party is entitled to be paid an amount of money (profit), or has to pay an amount of money (loss), resulting from movements in the price or value of an Underlying Instrument or security (without actually owning that Underlying Instrument or security);

"Client" means a person accepted by the Company after its eligibility, due diligence and product access checks under this Agreement.

"Client Agreement" means this document, forming part of the Company's Agreement with you;

"Client Money" means the money that our clients have deposited with us and which is held by us under the Governing Law;

"Close of Business", or "Business Close", means the time at which the market of the Exchange, on which the Underlying Instrument over which a CFD is quoted, normally closes on any Business Day;

"Closing Date" means in relation to a CFD the date on which you accept the Closing Price of the CFD, or on which a Closing Date is deemed to have occurred in accordance with this Client Agreement;

"Closing Notice" means in relation to a CFD the notice given by one party to the other to close any CFD in accordance with this Client Agreement;

"Closing Price" means in relation to a CFD, the price as determined by the Company at the time the Company receives the Closing Notice;

"Closing Value" means in relation to a CFD the Closing Price multiplied by the Contract Quantity;

"Collateral" means any property (including securities or other assets by agreement under special circumstances) deposited with the Company by you;

"Contract" means any contract whether verbal or written, for the purchase or sale of a Financial Product, entered into by you;

"Contract Value" means the Contract Price multiplied by the Contract Quantity;

'Contract Quantity" means the number of Underlying Instruments to which the CFD relates;

"Companies Law" means the Companies Act 2001 of Mauritius (as amended);

"Copy trading" means a service that automatically mirrors the trades of selected traders in the client's account;

"Currency" means a currency which we nominate as being available to underlie a Contract;

"Confirmation" means the email sent to you from the Company 1 to 2 business days after the transaction containing the identification details of the product issuer and you, the date of the transaction, description of the transaction,

amount payable and any taxes or stamp duty applicable to the transaction;

"Equity" means the amount of money you would have left in your account should all of your open positions be closed out at the current market price;

"Event of Default" means the circumstance where we reasonably suspect:

(a) you fail to meet a call for a deposit or Margin or make any other payment when due under this Client Agreement;

(b) you are not contactable by the Company (and has not made alternative arrangements) within the time specified by the Company in order for the Company to obtain instructions (where required);

(c) you die or become of unsound mind, or the partnership, trust or company is dissolved or ceases to exist for any reason;

(d) you suspend payment of your debts, make any composition with your creditors, has a receiver appointed over some or all of your assets, take or have any proceedings taken against you in bankruptcy or if you are not a natural person, take or allow any steps to be taken for your winding up (except for a solvent amalgamation or reconstruction approved in advance in writing by the Company) or anything similar to any of these events happens to you anywhere in the world;

(e) you fail in any respect fully and promptly to comply with any obligations to the Company under this Client Agreement or otherwise or if any of the representations or information supplied by you are or become inaccurate or misleading in any material respect;

(f) any guarantee, indemnity or security for your obligations is withdrawn or becomes defective, insufficient or unenforceable in whole or in part;

(g) any security created by any mortgage or charge binding your assets becomes defective, insufficient or unenforceable in whole or in part;

(h) this Client Agreement has been terminated;

(i) it becomes or may become unlawful for the Company to maintain or

give effect to all or any of the obligations under this Client Agreement or otherwise to carry on its business or if the Company or you are requested not to perform or to close out a transaction(or any part thereof) by any governmental or regulatory authority whether or not that request is legally binding; or

(j) the Company in its sole and absolute discretion, considers a given state of affairs to require the exercise of its rights in the Event of Default;

"Financial Product" includes the Margin FX Contracts and Contracts for Difference issued by the Company;

"Governing Law" means the Companies Act 2001, Financial Services Act 2007, the Securities Act 2005 and the regulations made under it and all applicable financial services laws as well as other guidance issued by the Financial Services Commission of Mauritius;

"Initial Margin" means an amount required to be deposited by you with the Company to open a position;

"Long Party" means the party identified as having notionally bought the Underlying Instrument with a view that the price of the Underlying Instrument will increase;

"Maintenance Margin" means the level below which the Company shall have the discretion to close out positions without further notice, regardless of whether any Margin Calls have been issued;

"Margin" means Initial Margin or Maintenance Margin or both;

"Margin Call" means a call normally made on you in the form of a pop-up alert via the Company Platform, restricting you from opening up further exposures and allowing the Company to close out your positions without further notice unless and until you bring your Equity back above 99% of the Total Initial Margins paid on the Account;

"Margin FX Contract" means a contract between you and us under which you may make a profit or incur a loss arising from fluctuations in the price of a foreign

currency;

“Margin Percentage” means the percentage rate of Initial Margin applicable to your Contract as specified by us in our sole discretion and published on our website;

“Margin Requirement” means the amount of money that you are required to pay to us and deposit with us for entering into a trade and/or maintaining an open Position;

“Operating Rules” shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in the execution or settlement of any Financial Product transaction or contract;

“Platform”, “the Company Platform” and “Trading Platform” all mean the electronic trading platform provided by the Company through which clients can trade in the Company's products;

“Relevant Exchange” means, in relation to a CFD transaction, the financial market on which the reference security which forms the subject of the CFD is quoted and is able to be traded. If the reference security is quoted on more than one financial market, the Company will advise you of the Relevant Exchange for the purposes of the CFD, at the time the CFD is entered into;

“Short Party” means the party identified as having notionally sold the Underlying Instrument with a view of the price of the Underlying Instrument decreasing;

“Staff Personal Trading Policy” refers to the Company’s policy on employee personal trading as amended from time to time;

“Stop Loss” means an order to close a Margin FX Contract or a CFD at a specified price in order to limit a loss;

“Take Profit” means a type of limit order that specifies that exact price at which to close out an open position for a profit;

“Trust” means where you are a trust, the trust identified in the Application Form;

"Trust Deed" means where you are a trust, the trust deed governing the Trust as varied, substituted, supplemented or resettled from time to time;

"Unauthorised Activity" includes, but is not limited to, the following:

(a) opening or closing positions based directly, indirectly, partially or fully on actual or potential financial advice, recommendations, statements or commentaries from an unlicensed and/or unauthorised third party (this clause does not in any way affect your right to seek independent financial advice);

(b) insider trading;

(c) underlying market manipulation;

(d) Account Takeover situations;

(e) attempts to and instances of, hiding or creating doubt about or misleading us about the location from which orders are being issued;

(f) attempts to and instances of hiding or creating doubt about or misleading us about the device from which orders are being issued;

(g) attempts to and instances of hiding or creating doubt or misleading us about the account holder's tax residency;

(h) trading from a virtual private server (VPS) or virtual machine (VM);

(i) trading via a virtual private network (VPN);

(j) using an account other than through the Client's approved Authorised Persons or access arrangements;

(k) use of a TOR browser or similar services;

(l) attempts to attack our IT infrastructure or slow down our server;

(m) attempts to trade using arbitrage, price latency or system overload;

(n) trading on multiple accounts from single IP address;

(o) trading on multiple accounts from a single device;

(p) the utilisation of any methodology, strategies, plan, devices, which may adversely affect the Company's ability to effectively manage its risk or ability to comply with its financial services obligations;

(q) unusual transactions such as scalping or trading patterns involving what the Company considers to be sudden and significant changes in volume traded;

without limiting the Company's right to consider a client's intentions if it considers it appropriate, no proof of intention shall be required in establishing that an Unauthorised Activity has occurred;

"Underlying Instrument" means the instrument which we list as being the reference on which our Margin FX Contract and CFD prices are based. An Underlying Instrument could be an index, commodity, currency, cryptocurrency, shares or other instrument or asset or factor the reference to which the value of a financial product is determined;

"Underlying Instrument Price" means in relation to a CFD or Margin FX Contract, the current price of the Underlying Instrument as determined by the Company.

2. INTERPRETATION

1. Headings are for convenience only and shall not affect the construction and interpretation of this Client Agreement.

2. The singular includes the plural and vice versa.

3. References to a person include a body corporate, partnership, trust or natural person where the context permits. A representative's authority must be verified before we accept instructions.

4. In the event of any conflict between this Client Agreement and any Product Details, schedule or ancillary document referred to in this Client Agreement the order of precedence for the purpose of construction shall be:

(a) this Client Agreement;

(b) product details (available on our website and on our Trading Platform; and

(c) any other ancillary documents referred to in this Client Agreement.

5. Any reference in this Client Agreement to any law, statute, regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such modification or re-enactment).

6. SCOPE OF SERVICES

The scope of services of the Company are as follows:

- **Where authorised and agreed with the Client, we may receive and execute orders or arrange execution with approved liquidity providers or counterparties. The execution method, capacity and any material conflicts will be disclosed to the Client.**

- **Where authorised and agreed with the Client, we may act as principal and counterparty, quote prices and manage our exposure. We will disclose this capacity and the resulting conflict of interest and apply our conflicts and execution arrangements.**

3. CLIENT REPRESENTATIONS AND WARRANTIES

You represent and warrant to the Company that:

(a) You understand that this Client Agreement constitutes a legal, valid and binding contract;

(b) all orders to be placed and all trading to be conducted under this Client Agreement are lawful;

(c) in executing and giving effect to this Client Agreement, you do not and will not infringe any provision of any other document or agreement to which you are a party, nor any law or judgment/order binding upon you;

(d) where you are more than one person, that all decisions made, and instructions issued, pursuant to this Client Agreement are made on a fully informed and agreed basis by all the parties to the account;

(e) you are not an employee nor the close relative of an employee of any exchange participant;

(f) all information supplied to the Company by you is, or at the time it is supplied will be, accurate in all material respects and you will not omit or withhold any information which would make such information inaccurate in any material respect;

(g) you will provide to the Company on request such information regarding your financial and business affairs and/or identity, as the Company may reasonably require;

(h) you and the Company are bound by the applicable laws, Governing Law, Companies Law, applicable Operating Rules, customs, usages and practices (as modified from time to time) of the applicable exchange and clearing houses where any dealing takes place;

(i) you will take all reasonable steps to obtain and communicate to the Company all information, and shall deliver or cause to be delivered to the Company all documents with respect to dealings in the Financial Products which are requested by any person having the right to request such documents and information and you authorise the Company to pass on/deliver all such information and documents to any such person;

(j) you are not insolvent, and if you are a corporate client, no resolution has been passed and no petition has been presented or order made for your winding up or liquidation or the appointment of a receiver or a receiver and manager or an administrator or other insolvency official to you or any of its assets; and

(k) the Company relies on representations and warranties made by you which survive the entering into of this Client Agreement and are repeated in respect of each Financial Product transaction.

(l) You acknowledge that the Company does not offer Copy Trading services, and accordingly, you are prohibited from using the Company's infrastructure to engage in Copy Trading.

4. CAPACITY TO ENTER INTO THIS CLIENT AGREEMENT

You represent and warrant to the Company that:

(a) you are duly organised and validly existing (or, if an individual, is of legal age and is under no legal disability or incapacity) and have full power and authority to enter into, and have taken all necessary steps to enable yourself to lawfully to enter into, this Client Agreement and the transactions contemplated by it, and perform its obligations;

(b) the person executing this Client Agreement has full power and authority to execute the Agreement on behalf of you, and to bind you and/or the entity (whether individual, company, partnership or otherwise);

(c) where you are a Trustee (including the trustee of a superannuation fund):

(i) you will notify the Company that you are funding your account using superannuation funds, as that may impact your classification;

(ii) the Trust has been duly constituted, is valid and complies with all applicable laws;

(iii) the Trust Deed has been executed and stamped, in accordance with the laws of Mauritius;

(iv) you are the only Trustee of the Trust;

(v) the property of the Trust has not been resettled, set aside or transferred to any other trust or settlement and the Trust Deed has not been terminated and the date or any event for the vesting of the Trust's property has not occurred;

(vi) the Trust Deed specifically empowers and authorises dealings in Financial Products, and such dealings are within the authorised ambit of the Trust's investment strategy;

(vii) all obligations under, and transactions contemplated by, this Client Agreement constitute binding obligations and are lawfully enforceable against the Trust and its property in accordance with its terms;

(viii) you have an unrestricted right to be fully indemnified or exonerated out of the Trust's property in respect of any losses or liabilities incurred by it in its dealings with the Company, and the Trust's property is sufficient to satisfy that right of indemnity or exoneration;

(ix) you have complied with your obligations in connection with the Trust;

(x) there is no conflict of interest on your part in entering into this Client Agreement and performing your obligations under it or the transactions contemplated by it.

5. ACCOUNT ESTABLISHMENT

1. You must submit an account application and the documents and information we reasonably require to verify the Client, its beneficial owners, controllers and Authorised Persons, assess eligibility and meet applicable due diligence requirements. No account is approved, and no transaction may be entered into, until we have confirmed acceptance in writing. We may decline an application where lawful to do so.

2. The Company may impose minimum initial balance requirements from time to time by notice on our website.

3. Any minimum funding requirement, fee or concession will be disclosed in the applicable product or fee terms or agreed in writing with you before it applies.

4. The Company does not accept property from you as Collateral unless it is to meet Margin Calls in special agreed circumstances. Any Collateral transferred by you to the Company or held by the Company on behalf of you is pledged as a security for any liability that you may have towards the Company. You warrant that all such Collateral are beneficially owned by you and are and will remain free from any lien, charge, security interest and other encumbrance. If you fail to fulfil any obligation under this Client Agreement, the Company is

entitled to sell any Collateral immediately without notice and by the means and at the price that the Company in its reasonable discretion determines. the Company shall not be liable for any loss occasioned by such sale.

5. If we agree to open an account for more than one person, the account mandate will specify each person's authority and responsibility. Joint and several liability applies only if expressly agreed in that mandate.

6. No one except you has an interest in your account with the Company opened for the purposes of this Client Agreement.

7. Before approval, we will assess and document your eligibility for the relevant products and your knowledge, experience, financial resources and ability to bear loss, as applicable to our services and obligations. Acceptance is at our discretion, subject to applicable law. Passing an assessment does not establish statutory sophisticated-investor status by itself.

8. We accept only Clients approved under our professional-client onboarding criteria or qualifying as sophisticated investors under the Securities Act 2005, as applicable. "Professional client" is an internal eligibility description in this Agreement; it does not itself establish a statutory category or remove protections imposed by Mauritius law. A person relying on sophisticated-investor status must satisfy and document a relevant limb of the statutory definition, including any required warranty at the time of a securities transaction. We will communicate the classification and approved products before trading, review it when circumstances change and suspend new trading if eligibility can no longer be established. We do not accept retail clients under this Agreement.

You must notify us promptly if a representation used to establish your classification ceases to be accurate. We may request updated evidence, restrict products or stop new transactions pending review. No representation or label in an application waives an obligation imposed on the Company by applicable law.

9. You acknowledge that we may require information from you from time to time to comply with the Mauritius' AML/CTF Regime. By submitting an

Application Form, opening an Account or transacting with us, you undertake to provide us with all information and assistance that we may require to comply with the Mauritius' AML/CTF Regime.

10. We may undertake checks and make disclosures required or permitted by applicable anti-money laundering, counter-terrorist financing, sanctions and other laws. We will act in accordance with those laws and our confidentiality and data protection obligations.

11. You also warrant that you are not aware and have no reasons to suspect that:

(a) the money used to fund your Account has been or will be derived from or is related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Mauritius' law, international law or convention, or by agreement; or

(b) the proceeds of your investment will be used to finance any illegal activities.

12. The following figures on your Account are calculated on real time and are detailed as follows:

A. **Balance:** (which does not include the unrealised P&L of the current open positions)

= Deposits - Withdrawals + Realised Total P&L of closed positions (but does not include the unrealised P&Ls on the open positions)

B. **Available Balance:** (which means amount available to be used for new positions or to withdraw)

= Balance + Unrealised Total P&L on open positions + (daily Overnight Funding rate for all open positions x number of days) - Total of Initial Margins

C. **Net P&L:** (which means the profit and loss for all open positions)

= the total of (P&L + daily Overnight Funding rate x number of days)

D. **Equity:** (which means the current account valuation when all positions are liquidated)

= Balance + Net P&L

Your 'Available Balance', 'Net P&L' and 'Equity' are constantly calculated in line with the market movements. If the 'Equity' falls below the total of Initial Margin requirements you will receive an Alert when you log onto your Trading Account and your positions are at risk of being liquidated. If the "Equity" touches or falls below the total of Maintenance Margin requirements your positions are at immediate risk of being liquidated.

It is your responsibility to ensure that your account is sufficiently funded at all times, especially during volatile periods.

13. Currency Conversion

If any of your positions are denominated in a currency other than the Base Currency of your Account, the unrealised P&Ls will be continually valued in your Base Currency based on the applicable Company's foreign exchange rate. Your statement will then also value all your positions in your Base Currency.

6. CLIENT MONEY

1. We will identify and safeguard money received from or for you in accordance with the client-money requirements applicable to our licensed business and our documented arrangements. We will tell you before funding if a particular transfer is to be treated differently under an expressly agreed and lawful arrangement.

2. Client money that must be segregated will be held in a designated account with an eligible institution, separately from the Company's own funds, and recorded so that your entitlement can be identified. Such accounts may hold money for more than one client. Segregation reduces, but does not eliminate, the risk of loss if the institution or Company fails. We remain responsible for duties that applicable law places on us and will provide further information on

request.

3. We do not deem any Client to be retail by default or reclassify a Client solely at our discretion. Client money will not be used to meet obligations of another client or to secure the Company's proprietary obligations except where applicable law expressly permits and you have given any required agreement. Transfers to liquidity providers, banks or affiliates will be made only under disclosed, lawful arrangements.

4. We may withdraw or transfer money from a client-money account only where permitted by applicable law and the agreed terms, including:

(a) to pay an amount due to you or in accordance with your valid withdrawal instruction;

(b) to pay an agreed fee or charge or a crystallised amount due to the Company under this Agreement;

(c) to comply with a legal or regulatory requirement; or

(d) to settle an identified transaction or realised loss attributable to your account, where law and the applicable product terms permit.

We will maintain records of each transfer and will not withdraw client money merely because the Company considers itself entitled to do so.

5. Valuation, settlement and any transfer of realised profit or loss will follow the applicable product terms and our client-money obligations. Unrealised amounts will be treated according to their legal character and the agreed settlement mechanics; they will not automatically become the Company's property.

6. We will maintain records and reconcile client-money balances, investigate discrepancies and make any notifications required by applicable law and FSC requirements.

(a) We will keep sufficient records to identify money held for each Client for the period required by applicable law.

(b) We will perform and document reconciliations at the frequency required by applicable law and our approved procedures.

(c) We will investigate and report breaches or discrepancies where notification is required by applicable law or the FSC.

(d) We will maintain policies and controls for receipt, segregation, transfer, reconciliation and return of client money.

7. A lawful transfer to the Company to discharge an amount actually due to it does not affect any remaining Client entitlement or our obligation to account for it.

If an affiliate or third party performs payment or administrative functions, we will disclose the relevant arrangement, oversee the provider and remain responsible for obligations that applicable law places on us.

8. CAPACITY AND EXECUTION MODEL

8.1 The Company operates a hybrid execution model and may execute Transactions either:

a. as intermediary (STP basis), whereby the Company transmits the Client's Orders to third-party liquidity providers or execution venues on a back-to-back basis; or

b. as principal (Market Maker basis), whereby the Company acts as counterparty to the Client and deals on its own account, and may internalise Orders without transmitting them to an external liquidity provider.

When acting as principal, our interests may conflict with yours, including where your trading loss results in a gain to us. We will disclose and manage material conflicts under our conflicts policy; hedging a position does not change our contractual capacity to you.

8.3 The Company may, at its discretion, hedge its exposure arising from Transactions but is under no obligation to do so.

9. MULTIPLE ACCOUNTS

1. Additional accounts may be opened only with our approval and under the agreed account mandate. Applicable costs and funding terms will be disclosed before they apply.

2. You may open opposite positions in the same currency cross (for example) on the same trading account. Such positions will not cancel (close) each other out. You are specifically made aware that unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all incur a cost for such roll-over.

3. Keeping opposite positions open on different trading accounts will result in both positions being continuously rolled over (and thereby continuously being charged the applicable Overnight Funding Fee) until manually closed.

4. If you have opened more than one trading account, Margin or Collateral deposited on one trading account will not automatically serve as Margin coverage on the other trading account(s). You may therefore receive Margin Calls and Closed Outs on one trading account despite having additional collateral available on other trading accounts. It is your sole responsibility to manage your available Margin or Collateral to satisfy your margin obligations.

5. However, if you have deposited money or Collateral on one trading account, the Company may (but without creating an obligation to do so), transfer money or Collateral from one trading account to another, even if such transfer will necessitate the closing of margin trades on the trading account from which the transfer takes place.

6. Where you have opened more than one trading account with us, we will treat your trading accounts as entirely separate except as otherwise expressly provided in these Terms. Any amount standing to your credit on one trading account does not, except where we exercise our rights under this Client Agreement, discharge any of your liabilities in respect of another trading account.

7. Each account remains separately identifiable in our records. Any contractual right of set-off or transfer between your accounts is subject to applicable client-money rules and the terms agreed with you.

10. RISK DISCLOSURES

You represent and warrant to the Company that:

(a) you have received, read, understood and accepted the risk disclosures provided herein in relation to the Financial Products to be traded and contained herein;

(b) you have received, read and understood the Risk Disclosure Statement;

(c) you understand that leveraged products may cause rapid and substantial loss, including a deficit above the margin deposited where no contractual or legally required negative balance protection applies;

(d) our service is execution only unless a separate, authorised written service agreement expressly provides otherwise; you have assessed the risks and sought independent advice where you consider it necessary;

(e) you have taken such independent professional advice as you consider necessary prior to executing this Client Agreement;

(f) you acknowledge that you are aware of the risks of trading of CFDs on cryptocurrencies and that the said market can experience high volatility;

(g) you are willing and able to assume the risk of trading in CFDs on cryptocurrencies, in spite of the high volatility of the market, and that the said market is subject to evolving regulatory frameworks;

(h) you are willing and able, financially and otherwise, to assume the risk of trading in high risk investments; and

(i) you acknowledge that neither the Company nor any associated entity guarantees the performance of any given Financial Product or Account nor that any Financial Product or Account will achieve a particular rate of return.

11. CLIENT ACKNOWLEDGEMENTS

You acknowledge to the Company that:

(a) the Company utilises the execution and settlement services of an appropriately licensed third party in order to hedge against its exposure to your positions;

(b) Open contracts shall remain open indefinitely until such date as they are closed;

(c) the Company shall be entitled to take any action it considers necessary in its absolute discretion to ensure compliance with the Operating Rules and all other applicable laws and regulatory decisions;

(d) the Company will act as principal in respect of the Financial Products traded by the Company regardless of whether the Company is acting on Client instructions or not;

(e) you have been made specifically aware that the Company may act as a market maker involved in both the dealing in and the pricing of its own Financial Products, which may result in actual or potential conflicts of interest;

(f) subject to applicable legal/regulatory requirements and the Staff Personal Trading Policy, you agree and acknowledge that the Company's directors, employees and associates may and can deal on their own account;

(g) you have no rights, whether by way of subrogation or otherwise, against any agent, representative, partner, associate, officer, etc of the Company;

(h) in the course of hedging against client transactions, any benefit or right obtained by the Company against its hedge counterparty is personal to the Company and such benefit or right shall not pass to you;

(i) a notice issued by an authorised officer or agent of the Company stating the amount of money due and payable by you shall be taken as final evidence thereof in the absence of manifest error;

(j) the Company can experience periods of low liquidity on the cryptocurrency

markets, and this can impact the execution of trades and may result in wider bid-ask spreads;

(k) the Company is not responsible of your knowledge of the Cryptocurrency markets, and it is important to educate yourself about such markets before engaging in cryptocurrency tradings;

(l) all calculations made by the Company under this Client Agreement will be binding on you in the absence of manifest error; and

(m) the Company may in its absolute discretion increase its Margin Requirements, re-price positions, alter its spreads, close any or all of your open margin trades and/or suspend or modify the application of all or any of the terms, including but not limited to, altering the last time for trading a particular margin trade.

12. THE COMPANY's REPRESENTATIONS, PRODUCTS & SERVICES

1. The Company will act honestly, with due skill, care and diligence, and in accordance with duties imposed by applicable law.

2. The Company undertakes that it will not misuse Client information.

3. The Company will use reasonable endeavours to execute or arrange the execution of your instructions.

4. The Company will arrange execution and clearing for transactions in Financial Products defined herein, and other authorised services as agreed with you from time to time.

5. Unless a separate written and authorised arrangement expressly provides otherwise, we provide execution-only services and do not provide personal investment advice or discretionary portfolio management under this Agreement. General market information is not a personal recommendation. Nothing in this clause excludes a legal duty that applies to our communications or services.

6. Market information or research is provided as general information. We will take

reasonable care in producing information we originate, identify material sources or limitations where appropriate, and will not exclude liability that cannot lawfully be excluded.

7. We reserve the right to require you to close out open positions in a timely manner in the event that the product is removed from the Company Platform. Where positions remain open for more than 7 days following our requirement for you to close them out, we reserve the right to close such positions on your behalf at the last available price.

13. ONLINE TRADING FACILITY

1. You acknowledge that you have read, understood and agreed to the terms and conditions associated with dealing via our on-line trading facility as set out in this Client Agreement.

2. The Company may amend any of the terms of this Client Agreement or instigate any policies related to the online trading facility at any time and by continuing to deal with the Company or to access or use the on-line trading facility, you agree to any amendments.

3. The Company agrees to grant you access to one or more electronic terminals, including terminal access through your Internet browser, for the electronic transmission of orders to your Account with the Company.

4. The Company shall permit you electronically to monitor the activity and positions in your Account by providing an online trading facility. The online trading facility may be a proprietary service offered by the Company or a third-party system.

5. You acknowledge that you have a personal, non-exclusive and non-transferable licence to use the online trading facility software solely for your internal business or investment purposes.

6. You agree that you shall not distribute the platform to any third party.

7. The online trading facility provided by the Company may be used to transmit, receive and confirm the execution of orders, subject to market conditions and applicable Operating Rules and regulations. Regardless of any on-line Confirmation received upon placement of an instruction via the on-line trading facility, such transaction is not confirmed by the Company until the Company provides the Confirmation.

8. The Company consents to your access and use of the online trading facility in reliance upon you having adopted procedures to prevent unauthorised access to and use of the online trading facility, in any event, you agree to any financial liability for all trades executed through the online trading facility.

9. You may send and receive email messages and otherwise use the online trading facility as permitted in accordance with this Client Agreement, our policies and any applicable laws.

10. The Company makes no express or implied representations or warranties to you regarding the operation or usability of the online trading facility.

11. The Company makes no representations or warranties regarding any services provided by any third party.

12. The online trading facility may be available in several versions, which may be differentiated in various aspects including, but not limited to the level of security applied, products and services available etc. The Company shall not be liable to you for any loss, expense, cost or liability suffered or incurred by you due to you using a version different from the standard version with all available updates installed.

13. The Company, its directors, officers, employees, agents, contractors, affiliates, third party vendors, information providers and other suppliers do not warrant that access to or use of the on-line trading facility will be uninterrupted or error-free, or that the service will meet any particular criteria with respect to its performance or quality. The Company expressly disclaims all implied warranties, including without limitation warranties of merchantability, title,

fitness for a particular purpose, non-infringement, compatibility, security, accuracy, timeliness, sequence, completeness, reliability or content.

14. Under no circumstances, including negligence, will the Company, its employees and/or service providers be liable for any direct, indirect, incidental, special or consequential damages including, without limitation, business interruption or loss of profits, that may result from the use of or inability to use the on-line trading facility. Where liability cannot be excluded, the Company's liability shall be limited to an amount equal to the amount of fees paid to the Company by you for use of the on-line trading facility.

15. You agree not to hold the Company and any of its service providers liable for any form of damage whether direct or indirect arising as a result of the unavailability of the on-line trading facility.

16. You agree that the use of the on-line trading facility is at your risk and you assume full responsibility for any losses resulting from the use of or materials obtained via the on-line trading facility. The Company does not make any representations nor endorsements regarding these materials.

17. The Company and its service providers will not accept any form of liability including any loss or damage to you or to any other person for:

(a) any inaccuracies, errors or delays or omissions of any data, information or message or transmission or delivery of any such data, information or message;

(b) non-performance; or

(c) interruptions in data, information or message transmission, due to any negligent act or omission, including any "force majeure" event or any other cause, whether or not within the Company's control.

18. You are responsible for providing and maintaining the communications equipment and telephone or alternative services required for accessing and using the on-line trading facility, and for all communications service fees and charges incurred by you in accessing the on-line trading facility.

19. The Company may at any time at its sole discretion terminate or restrict any Client's access to the on-line trading facility at any time. Should the Company terminate this Client Agreement or access to the trading platform you will be liable for all fees charges and obligations incurred under this Client Agreement prior to termination.

20. You acknowledge that from time to time, and for any reason, the on-line trading facility may not be operational or otherwise available for your use due to servicing, hardware malfunction, software defect, service or transmission interruption or other cause. You agree that the Company and its service providers are not liable for any damage arising directly or indirectly from any interruption or nonoperation of the on-line trading facility.

21. Your failure to observe any of these undertakings or representations may result in civil or criminal liability, as well as termination of this Client Agreement or termination of the use of the on-line trading facility.

22. You acknowledge that it is your responsibility to have alternative arrangements in place at all times, for the transmission and execution of orders, if for any reason, circumstances prevent the transmission and execution of all, or any portion of, your orders through the on-line trading facility. In the event of the on-line trading facility not being operational, you agree to contact the Company to make alternativeorder entry arrangements. Such arrangements shall be through your registered email.

23. You may not under any circumstance use the on-line trading facility to do any of the following:

(a) publish, post, distribute or disseminate defamatory, infringing, obscene or other unlawful or offensive material or information;

(b) intercept or attempt to intercept any Confirmations or email correspondence;

(c) use the on-line trading facility in any manner that may adversely affect its availability or its resources to other users;

(d) send correspondence electronically or otherwise to other users for any purpose other than personal communication; or

(e) act, or fail to act in a manner which may result in the violation of any laws or regulations.

14. AUTHORISATIONS AND ORDERS

(1) Orders

(a) You may communicate your instructions to the Company via the on-line trading facility.. Email orders will not be accepted unless expressly agreed upon, pursuant to a prior written arrangement between the Company and you.

(b) The Company reserves the right, at its sole discretion and without explanation, to refuse to deal on behalf of you in relation to any over-the-counter Financial Products or to limit the number or size of open positions held on behalf of you or both. The Company will inform you of any refusal before or as soon as practicable after such refusal.

(c) In consideration of the Company agreeing to accept instructions from the trading facility or email from you, Client acknowledges that the Company has sole discretion whether to accept or reject orders without explanation.

(d) We may, in our sole discretion, allow you to specify a Closing Price for a position through a Stop Loss and Take Profit order, subject to any terms and conditions we may implement from time to time.

(e) Upon your offer and our acceptance of your Order, you hereby authorize us to close the position at the Stop Loss price or Take Profit price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may, in our sole discretion, close the position when the price quoted by us on the Company's Platform equals or exceeds the price accepted by us for such an Order.

(f) We may, in our sole direction, allow you to request the opening or closing a position, including a Stop Loss and Take Profit Order, within a specific time period determined by you. If we have accepted such a request, we may in our sole discretion, close the position within such specific time period. You acknowledge and agree that we shall not be obliged to close such position outside such specific time period or which does not other comply with any other limitations agreed upon with respect to such position.

(g) We may, in our sole discretion, accept an offer to place a trailing stop in relation to a Stop Loss. You acknowledge that the original price level set forth in a Stop Loss may be amended as the market on the Company's Platform moves in your favour. Whilst your trailing Stop Loss is still in effect, you agree that each change in the market by at least one pip in your favour shall constitute a new offer by you to raise the level of your trailing Stop Loss by one pip. Changes in a Pip will be rounded to the nearest absolute value in your base currency.

(h) You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an Order will be executed at the level specified in your Order, for example, an Order may be closed at a worse price than as originally specified by you in such an Order. In such an event, we will close the position at the next best price. For example, with respect to a Stop Loss, in the case of a long position, the price may suddenly decrease below the Stop Loss price, without ever reaching the specified price. In the case of a short position, the price may suddenly increase above the Stop Loss price, without ever reaching the specified price.

(i) With respect to a Take Profit, where the price for the Underlying Instrument moves to your advantage (for example, assuming you have a long position, if the price goes down as you buy or the price goes up as you sell), you agree that we can (but we are

under no obligation to) pass such price improvement on to you. For example, in the case of a long position, the price of the Underlying Instrument may suddenly increase above the Take Profit price, without ever reaching the specified price. In the case of a short position, the price of the Underlying Instrument may suddenly decrease below the Take Profit price, without ever reaching the specified price.

(j) Where errors have occurred in price quotes provided by, or the pricing of transactions quoted by the Company to you, the Company reserves the right to not be bound by such a quote or transaction where the Company is able to substantiate to you that there was a material error at the time of the quote or transaction. Where this occurs in relation to the initial purchase of a Financial Product, the Company will not issue (or if already issued will cancel) the contract and refund your money accordingly. Where this occurs in relation to a price quote for an existing position, the Company will re-issue the price quote accordingly.

(k) the Company will not be liable to you or any other party should it act on instructions that are unauthorised, forged or fraudulently given. All instructions shall be deemed to have come from you.

(l) You shall be responsible for all orders, and for the accuracy of information, sent via the internet using your name, password or any other personal identification means implemented to identify you.

(m) You are obliged to keep all passwords secret and ensure that third parties do not obtain access to your trading facilities.

(n) Mere transmission of an instruction by you shall not constitute a binding contract with the Company until your offer is accepted by the Company via the Confirmation (for the avoidance of doubt, a binding contract may still exist notwithstanding the failure to receive a Confirmation).

(o) You will execute or otherwise authorise the Company to execute all such agreements as required to enable the provision of the services contemplated

in this Client Agreement.

(p) You shall promptly provide any instructions to the Company, which the Company may require. If you do not provide such instructions promptly the Company may, in its absolute discretion, take such steps at your cost, including but not limited to the closing out of any open positions, as the Company considers necessary or desirable for its own protection or the protection of you. This provision also applies in situations when the Company is unable to contact you.

(q) In general, the Company shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act within a time frame reasonable seen in the context of the nature of the instruction. However, if after instructions are received, the Company believes that it is not reasonably practicable to act upon such instructions within a reasonable time, the Company may defer acting upon those instructions until it is, in the Company's reasonable opinion, practicable to do so or notify you that the Company is refusing to act upon such instructions.

(2) Authorisations

(a) If and only if you are a legal entity other than a natural person, you may authorise an employee, contractor, officer or other representative (Authorised Person) to give instructions (via the agreed methods) on your behalf and the Company is entitled to act upon instructions which are or appear to be from you or any Authorised Person. It is your responsibility to notify the Company in writing immediately if there is any change to the Authorised Person list provided pursuant to this Client Agreement.

(b) Persons may only be appointed as Authorised Persons where they are an employee, contractor or officer of a corporate Client.

(c) The Company will accept instructions from an Authorised Person but is under no obligation to enquire as to the identity of any person providing the instruction. The Company may act on instructions received from any person

who appears to the Company to be an Authorised Person whether or not such person is listed as an Authorised Person. the Company will not be liable for any properly performed action or omission in reliance on that instruction.

(d) Instructions from a third party are accepted only where that person has been approved as an Authorised Person under the relevant account mandate; no discretionary management authority is granted by this Agreement.

(3) Authorisations and instructions provided via the on-line trading facility.

(a) The Company will not be deemed to have received any order or communication until the Company has actual knowledge of any such order or communication. The terms of any order or communication electronically transmitted to you may be subject to change or correction. Any instruction sent electronically shall only be deemed to have been received and shall only then constitute a valid instruction when such instruction has been recorded as executed by the Company.

(b) You acknowledge and warrant that you have received a password granting you access to the on-line trading facility, you are the sole owner of the password provided and you accept full responsibility for any transaction that may occur on an account opened, held or accessed through the use of the password provided to you by the Company, even if such use may be unauthorised or wrongful. You agree to accept full responsibility for the use of the on-line trading facility, for any orders transmitted through the on-line trading facility and for all communications and the accuracy of all information sent via the on-line trading facility using your name, password or any other personal identification means implemented to identify you.

(c) You warrant and agree that any person who is in possession of any password is authorised by you, and you acknowledge that you will be responsible for any actions on your account associated with the use of your password.

(d) You agree to notify the Company immediately should you become aware of any unauthorised use, loss or theft of your username, password or account

numbers; or inaccurate information with respect to the content of statements including, cash balances, open positions or transaction history.

15. ENTERING INTO A TRANSACTION

1. You may request on any given Business Day, via the trading platform for the Company to quote a price at which the Company may be prepared to enter into a Financial Product. You acknowledge that a price quotation pursuant to this request does not constitute an offer to transact.

2. Upon receiving the quote from the Company, you may via the trading platform, place an order, thereby offering the Company to enter into a Financial Product transaction with you at the price quoted by the Company.

3. The Company is in no way obliged to accept your offer to enter into a Financial Product transaction and, without limitation, has absolute discretion not to accept your offer to enter into a Financial Product transaction, if you have exceeded or would exceed a predetermined limit imposed on you under this Client Agreement; or until the Company has received from you the Initial Margin where required, in the form of cleared funds. The Company will promptly advise you, should the Company decide not to accept your offer to enter into a Financial Product transaction.

4. If not already received from you, the Initial Margin will be payable to the Company upon acceptance by the Company of your offer to enter into the Financial Product transaction.

5. Should the Company accept your offer to enter into a Financial Product transaction, the Company will issue to you an email Confirmation 1 to 2 business days after the Financial Product transaction has been entered into. Regardless of the fact that the on-line trading facility might confirm that a contract is executed immediately when you transmit instructions via the on-line trading facility, the email Confirmation forwarded by the Company constitutes the Company's official Confirmation of a contract. Failure by the

Company to issue a Confirmation will not prejudice or affect the relevant Financial Product transaction. The Company will not bear any liability whatsoever resulting from the failure to issue a Confirmation.

6. For the avoidance of doubt, a Confirmation is provided on a transaction by transaction basis 1 to 2 days after the transaction in the form of an email from the Company. The Confirmation will contain the identification details of the product issuer, your account details, date of the transaction, description of the transaction, amount payable and any taxes or stamp duty applicable to the transaction.

7. You agree to examine the terms of each Confirmation immediately upon receipt and you agree that the contents of the Confirmation, in the absence of manifest error, will be conclusive evidence of the executed deal, unless within 48 hours of issue of a Confirmation you notify the Company of any disputed detail in the Confirmation received by you. Upon receipt of written notice within the 48 hour period of the disputed detail, the Company will investigate the dispute and with your co-operation, will endeavour to resolve the dispute.

8. Notwithstanding any such dispute, you will continue to satisfy any obligation including but not limited to the obligation to pay Margin Calls made by the Company in respect of the transaction as if the Confirmation was correct and its details were not the subject of dispute.

9. In its absolute discretion, the Company reserves the right to limit the value of Financial Product transactions you may enter into under this Client Agreement. Should you wish to enter into any further Financial Product transactions, you must seek and obtain approval from the Company, which the Company may grant or refuse in its absolute discretion.

10. Orders may be placed as market orders to buy or sell an instrument as soon as possible at the price obtainable in the market, or limit and stop orders to trade when the price reaches a predefined level, as applicable to the various instruments offered. 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 asks price for buy orders is reached, the order will be filled at the price obtainable in the market and when the Company is able to fully hedge the transaction with its hedge counterparties on a back to back basis. Limit and stop orders are thus not guaranteed executable at the specified level or amount, unless explicitly stated otherwise by the Company.

11. If you provide the Company with standing instructions to enter into a Financial Product transaction when a particular price level is reached in the market of the Underlying Instrument, you acknowledge that the price at which the Financial Product transaction is entered into may not be the same as the price requested by you as the Company may elect not to enter into the Financial Product transaction until it has satisfied itself that it can hedge its exposure to you on a back to back basis.

16. EXECUTION OF ORDERS

1.The Company undertakes and you acknowledge that in respect of dealings in the Financial Products, and in compliance with the applicable Securities Business Investment Laws and regulations and exchange Operating Rules requirements, the Company shall execute all dealings in the sequence in which they are received and recorded, unless in the Company's discretion it would be fair and equitable to allocate such contracts on a different basis.

2. Upon your request the Company shall provide you with contract notes and monthly statements.

3. It is the responsibility of you on receipt to carefully check all Confirmations and statement documentation (whether received/accessed electronically or otherwise) and to bring any errors or omissions to the attention of the Company in writing within 48 hours. In the absence of such written objection, the contract notes and monthly statements shall be deemed correct in all respects.

4. The Company may, in its absolute and sole discretion, execute a Stop Loss order in relation to any contract where there are reasonable grounds to believe that subsequent price movements may be adverse to you. the Company shall not be liable to you for any failure to exercise this discretion. A stop loss order is triggered when you have a short position and the contract is traded at or above the stop loss price; or when you have a long position and the contract is traded at or below the stop loss price. Once a stop loss order is triggered or executed, it becomes a market order and the Company shall use its reasonable endeavours to execute the market order. The acceptance of a stop loss order is not a guarantee or representation by the Company that the stop loss order can be executed at the stop loss price.
5. The Company may at its discretion, aggregate your orders with its own orders or orders of associates and/or persons connected with the Company including employees and other clients. In addition, the Company may split your orders. Orders will generally be aggregated or split where the Company reasonably believes it to be in the overall best interests of Clients, but you acknowledge that on some occasions the consequence of the aggregation or splitting may result in a less favourable price than your order having been executed separately.
6. Financial product trades executed through the Company may be hedged with the Company's service provider in accordance with our risk management framework.

17. PAYMENTS AND MARGINS

You agree and acknowledge the following.

a) The Company may advise you of the need to provide an Initial or Maintenance Margin by way of the payment of money, or (if the Company so agrees) the lodgement of Collateral, in such amount as determined by the Company in its sole discretion, feels is necessary to

protect itself from the personal obligation incurred by dealing in the Financial Products. Prior to entering into a Financial Product transaction, you must deposit cleared funds. The amount required by the Company and the time at which it is required will be at the absolute discretion of the Company. the Company is not obliged to permit any offset of any moneys or Collateral so required by the Company.

b) It is your responsibility to understand how Margin is calculated by the Company; monitor any open CFD positions and all other relevant factors used to calculate Margin payable.

i. If the Company makes a Margin Call, you must place the amount of Margin immediately or within less than two (2) Business Days after giving such notice by the Company. In all respect, time shall be of the essence for all your payment obligations. Where you enter a transaction, you will be required to pay an Initial Margin.

ii. The Company reserves the right to change the Initial Margin Percentage or margin requirement in its sole and absolute discretion from time to time. This may (but is not necessarily) due to changes in the volatility of the market or the perceived risk of the specific Margin Contract or CFD. It is therefore vital that you frequently monitor your trading positions and open orders, the website and the trading platform for any such changes.

iii. Where a change in Initial Margin or margin requirement occurs, an email and/or push notifications may be issued, informing you of the new rates which will apply to both existing and new Positions. Such changes to Initial Margin may trigger a Margin Call if you have not met the new margin requirement, and in this case, a separate Margin Call email may be sent to you.

c) You will be prevented from opening any further exposures on your Account and the Company will have the discretion to close out your open Position unless and until the new Initial Margin or margin requirement amount is paid to the Company in cleared funds for all your open Positions. In order to maintain your open positions, you are required to keep sufficient Equity on your Trading Account to meet the Maintenance Margin or minimum required margin. Maintenance margin level may trigger a Margin Call if you have not met the new margin requirement, and in this case, a separate Margin Call email may be sent to you.

d) Margin Calls will be made on a net Trading Account basis i.e. should you have several open positions, then Margin Requirements are calculated across the group of open transactions. A Margin Call will be triggered once the margin level reaches 99%, calculated as (equity/used margin) x99%. Should the Company decide to issue a Margin Call in this instance, your Account will be prevented from opening any further exposures. A second Margin call will be triggered at the company's discretion if your margin level drops to 70%. Should the margin level drop to 10%, the company shall be entitled to close out your positions without further notice.

e) The Company has no obligation to issue any Margin Call. It is your sole responsibility to frequently check your Margin Requirements in your Account. You acknowledge that the Company may close out your positions without further notice once your Equity touches or falls below the Maintenance Margin level regardless whether you have received a Margin Call or not. It is your responsibility to ensure you have sufficient Maintenance Margin and Initial Margin prior to opening any new exposures, regardless whether you have received a Margin Call or not. Given the dynamic nature of financial markets you may in practice wish to deposit a slight buffer in addition to making up the shortfall, in case your positions move against you and increases your margins further.

f) Any exercise by the Company of any power or right under this clause,

including, without limitation, the calling of Margin, shall be binding on you.

g) Where you trade via the trading platform, we will notify you of Margin Call via 'pop-up' screens on the trading platform (despite that we are under no obligation to do so), and you are required to log-in to the system when you have open positions to ensure you receive notification of any such Margin Calls. It is your sole responsibility to monitor and manage your open positions and exposures, and ensure Margin Calls are met as required.

h) Where you have not checked the trading platform for Margin Call notifications, all margined positions may be closed out by the Company, without further reference to you.

i) This process may be performed by our internal automated Close-Out Monitor ('COM') system or our dealing desk may, at our discretion, Close Out some or all open positions until the Maintenance Margins paid on your Account are fully covered by Equity.
When closing positions, our automated COM system or our dealing desk operates on a best endeavours basis and closes the positions with the largest running losses, or applies the First In First Out ('FIFO') policy for the positions with the same running losses. Exceptions may apply dependant on market conditions and other factors including (but not limited to) on Accounts with multiple positions that are held with or without stop orders. It is important to note that any open positions are deemed to be at risk of being Closed-Out as soon as your Account touches or falls below the Maintenance Margin.

j) You are responsible to pay any deficit owing to the Company after closure of positions, and if you default or refuse such payment, the Company may apply the proceeds of any assets held by the Company against that deficit.

k) A Margin Call will not be considered to have been met UNLESS AND UNTIL cleared funds have been received by the Company in the nominated account.

l) Should you fail to meet a Margin Call, the Company may without prejudice to any other rights or powers under this Client Agreement, and in its absolute

discretion, close out, without notice, any or all of your over-the-counter Financial Product contracts and refuse any request by you to enter into any further contracts.

m) No credit shall be extended directly or indirectly to you by the Company, unless otherwise agreed in writing.

n) Subject to you meeting all Margin obligations, the Company may permit you to withdraw from its account any excess Equity.

o) Your obligations under this Client Agreement and under or in respect of any other Account between the Company and you may be applied against any amounts you hold in the Company's client trust account. Until all your obligations to us are satisfied, your funds in the client trust account will not constitute a debt due from the Company to you nor will you have any right to receive payment of these funds.

p) Where possible, we will ordinarily remit money in the same method and to the same source from which it was received. We reserve the right to decline or cancel a withdrawal request with a specific payment method and suggest another payment method for which you will need to proceed with a new withdrawal request and supply further supporting documentation, upon request, for our internal checks and proper processing of the withdrawal request.

q) Withdrawals from your Trading Account are carried out by us within a minimum of one (1) business day and up to three (3) business days upon receipt of the withdrawal request. Please note, however, that withdrawals may be subject to additional processing time depending on the procedures of the third-party payment providers, the banking institutions and the jurisdictions in question. Withdrawals may be subject to further delays if a security review is undertaken by third-party payment providers or by us. Upon you submitting the withdrawal request, the request is processed and the requested withdrawal amount will be deducted from your Trading Account

balance. During such time and until the withdrawal request is in the status "Pending", the withdrawal request can be cancelled by you and the requested withdrawal amount will be added back to your Trading Account balance. However, if the withdrawal request is in the status “Processing”, the withdrawal request can only be cancelled by the Company and if such request has been processed we are unable to cancel the withdrawal.

r) Should your country of residence have or enact regulations or laws which restrict the use of currency or require you to report receipts and payments of that currency to a regulator or legal authority, you agree that you will fulfil any reporting obligations or obtain any required consents or approvals which may arise as a result of your use of the Trading Platform or associated transactions.

18. MAINTAINING AND CLOSING A TRANSACTION

(1) Closing a CFD

(a) You agree and acknowledge that:

i. At any time, you may give the Company via the trading platform notice of your intention to close any CFD (whether in whole or part) by specifying the Underlying Instrument and the proportion of the CFD that you wish to close.

ii. Upon receipt of a Closing Notice, the Company shall use reasonable endeavours to provide a quote for the Closing Price and notify you of that quote (via trading platform). It is your obligation to notify the Company as soon as possible (via trading platform) as to whether you are willing to offer to close at the Closing Price. Should the Company accept the Closing Price, the CFD, or relevant portion of the CFD, will be closed on the Closing Date.

iii. If a company, whose security represents all or part of the subject matter of a CFD, becomes externally administered, the CFD is taken to have been closed at the time that such administration commences. The Closing Price shall be determined by the Company who may have regard to any factors it considers appropriate including, for example, the last traded price of the Underlying Instrument.

iv. Without limiting the Company's discretion, if any of the Underlying Instruments cease to be quoted on a Relevant Exchange, or are suspended from quotation, or subject to a trading halt for 5 or more consecutive Business Days (or such other time as the Company may reasonably determine), the Company may, in its absolute discretion, elect to terminate the relevant CFD by providing written notice to you.

v. It may not be possible to close out a CFD if there is a suspension or trading or a trading halt in respect of the Underlying Instrument. In such a circumstance, the Company may decide, in its absolute discretion, not to close a CFD and/or provide a re-pricing of the position.

vi. As at Business Close on the day that a CFD is closed out, the Company will calculate the remaining payment rights and obligations between you and the Company based on the difference between the Closing Value and the Contract Value at the time it was entered into and taking into account any Margin which has already been debited from or credited to your Account in respect of that CFD.

vii. Our valuations and calculations will be made reasonably, in good faith and on a documented basis, and may be challenged under the dispute process. An obvious or manifest error may be corrected with an explanation and supporting records.

(2) Payments for Difference

(a) You agree and acknowledge that:

i. Following Business Close on each Business Day during the term of an open CFD, the Company will determine at Business Close the Contract Value of the CFD.

ii. If the Contract Value determined is higher than the Contract Value determined in respect of the Business Close on the previous Business Day,

then the Short Party must pay to the Long Party the difference.

iii. If the Contract Value determined is lower than the Contract Value determined in respect of the Business Close on the previous Business Day, then the Long Party must pay to the Short Party the difference.

iv. The Contract Value at Business Close on the Business Day on which the CFD is entered into is determined by the Company in its discretion.

v. The Contract Value determined under clause 17.1(a) will ordinarily be the closing price of the Underlying Instrument quoted by the Relevant Exchange. Where the Company determines that the Contract Value of a CFD at Business Close cannot be determined on that basis for any reason, the Contract Value will be the value determined by the Company in its sole discretion.

vi. Without limiting sub-clause(v), if at any time trading on a Relevant Exchange is suspended or halted in any Underlying Instrument, the Company will, in determining the Contract Value, at its discretion have regard to the last traded price before the time of suspension or halt.

(3) Settlement of Positions

(a) You agree and acknowledge that:

i. payments to be made to you with respect to any CFD will be made in accordance with this clause;

ii. when a payment for difference is made, or a CFD is closed out in accordance with this Client Agreement the Company will credit to your Account any amount payable by the Company to you;

iii. you must (subject to sub-clause (i)) pay to the Company any amount payable by you to the Company in such currency as the Company may require in cleared funds within 24 hours of being advised of the amount so payable;

iv. if there is then sufficient Margin, any amount owing by you under this clause may be settled in whole or in part by debiting your Account;

v. the Company reserves the right to offset any money owed to you under this Client Agreement or any other agreement against any money owed by you under this Client Agreement or any other agreement; and

vi. if you have requested payment of any money owed to you under this clause, the Company will deduct any funds eligible for withdrawal from your Account and pay it to you by cheque or in such other manner as may be agreed between the Company and you. If you have not requested payment of any money so owed to you it will be retained in your Account.

(4) Interest adjustments

(a) Interest payments owing in respect of borrowings by the Long Party under a CFD or in respect of borrowings by the Company from the Short Party under a CFD shall accrue and be payable on a daily basis at the Company's prevailing rates of interest (determined at the Company's sole discretion from time to time), and shall be settled by the Company by debiting or crediting your account with the daily interest rate differential between the amount of interest payable by you and the amount of interest payable by the Company to you. In the event that there is insufficient Margin in your account, you acknowledge that any amount due under this clause is a debt due and owing by you to the Company.

(b) In debiting or crediting interest to your account, the Company may charge or pay you interest at a rate different to the interest rate which the Company is charged or paid on equivalent borrowings of foreign currency (or otherwise) by a bank or counterparty and may retain the difference.

(c) The rates of interest applicable under this clause may be as agreed between you and the Company from time to time and, in the absence of such agreement, shall be a rate determined by the Company in its absolute discretion.

(5) Base Currency and Currency Conversion

(a) You should be aware of the following when you open a position or deposit

money into your account in a Currency other than your Base Currency.

(b) It is your responsibility to make yourself aware of the Currency that is designated as your Base Currency. Details of your Base Currency are available on one of our Platform. .

(c) Some positions will result in profit/loss being accrued in a Currency other than your Base Currency. Our website specifies the Currencies in which various positions are denominated, or alternatively such information is available from one of our staff on request.

(d) From time to time (for example in your Confirmation), we may provide information to you which presents your multicurrency balances in the equivalent value of your Base Currency, using the rates prevailing at the time the information is produced. However, you should note that the balances have not been physically converted and that the presentation of the information in your Base Currency is for information only.

(e) Unless we have agreed with you otherwise, your account will, by default, be set to immediately convert non-Base Currency balances standing on your Account to your Base Currency. This means that following a non-Base Currency position being closed, rolled over or expiring, the profits or losses from that position will be automatically converted to your Base Currency and posted to your Account in that Base Currency. We will also by default automatically convert any non-Base Currency adjustments or charges (for example funding charges or dividend adjustments) to your Base Currency, before such adjustments or charges are booked on your Account and we will automatically convert any money received from you in a non-Base Currency into your Base Currency.

19. FEES AND EXPENSES

1. You agree to pay:

(a) all legal costs incurred by you associated with entering into this Client

Agreement and all taxes and expenses incurred by you in connection with this Client Agreement;

(b) all stamp duty, duties and taxes payable on or pursuant to this Client Agreement;

(c) all amounts payable as a result of inactivity, and making an adjustment in accordance with the terms of an over-the-counter Financial Product transaction; and

(d) all amounts incurred by the Company as a result of your default under the terms of this Client Agreement, including without limitation, all reasonable legal costs on a solicitor/client basis.

2. You authorise the Company to appropriate, transfer, credit, apply or pay monies that may be received by the Company or held by the Company on your behalf in payment of any amounts which may be outstanding by you to the Company or the Company's agent in a transaction effected on your behalf.

3. You confirm and acknowledge that the Company is permitted to deduct, without further reference to you, charges relating to any services provided by the Company including administration charges (including but not limited to fees associated with payment processing), from your account held with the Company during the full term of this Client Agreement whilst you utilise such services.

4. Subject to any amounts for which you are liable under this Client Agreement and the amount of the Maintenance Margin required, any money standing to the credit of your Trading Account will be remitted to you upon your request subject to our minimum withdrawal amount. Where you do not make such a request, the Company will be under no obligation to, but may, in our absolute discretion, remit such money to you. The manner in which we remit money to you will be in our absolute discretion. The Company may require payments to be made to an account in your name and from which you originally remitted funds to us and may request evidence from you that such an amount is in your

name before effecting such payment. We may remit funds back to the payment method used for the deposit. You can make four (4) withdrawals from your Trading Account free of charge each calendar month. For each subsequent withdrawal you request, we reserve the right to charge you a fee per withdrawal. Details of the applicable fees and the minimum withdrawal amount are displayed on our website and on the Trading Platform for your reference at all times (where applicable).

5. Payments by you to the Company in accordance with this Client Agreement must be made without any offset, counter claim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. Should you be required to make any form of deduction in respect of tax from any payment to be made or if the Company is required to pay any tax in respect of any payment made in relation to this Client Agreement at your request, you agree to keep the Company indemnified against that tax and agree to pay to the Company any additional amounts required to ensure the Company receives the full net amount that is equal to the amount the Company would have received had a deduction, withholding or payment of tax not been made.

6. You agree 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 you, unless such disclosure is required by law.

7. You agree that where amounts are payable by the Company to you, netting principles shall apply to enable the Company to pay the net amount only to you. Amounts may be converted into the same currency in accordance with this Client Agreement.

8. A disputed or reversed payment will be investigated. We may recover a sum genuinely due to us or restrict further trading where reasonably necessary, subject to applicable law, the account mandate and our duty to account for client money.

20. DEFAULT

1. You acknowledge and agree that where one of the following events occurs, the Company may take any such action provided in Clause 19(2) (a) below:

(a) you fail to meet a call for Margin or make any other payment when due under this Client Agreement;

(b) you are not contactable by the Company (and have not made alternative arrangements) within the time specified by the Company in order for the Company to obtain instructions (where required);

(c) you die or become of unsound mind, or the partnership, trust or company is dissolved or ceases to exist for any reason;

(d) the Company suspects you are engaging in or will engage in or are involved in the commission of Unauthorised Activities;

(e) you suspend payment of your debts, make any composition with your creditors, have a receiver appointed over some or all of your assets, take or have any proceedings taken against you in bankruptcy or if you are not a natural person, take or allow any steps to be taken for your winding up (except for a solvent amalgamation or reconstruction approved in advance in writing by the Company) or anything similar to any of these events happens to you anywhere in the world;

(f) you fail in any respect fully and promptly to comply with any obligations to the Company under this Client Agreement or otherwise or if any of the representations or information supplied by you are or become inaccurate or misleading in any material respect;

(g) any guarantee, indemnity or security for your obligations is withdrawn or becomes defective, insufficient or unenforceable in whole or in part;

(h) any security created by any mortgage or charge binding your assets becomes defective, insufficient or unenforceable in whole or in part;

(i) this Client Agreement has been terminated;

(j) it becomes or may become unlawful for the Company to maintain or give effect to all or any of the obligations under this Client Agreement or otherwise to carry on its business or if the Company or you are requested not to perform or to close out a transaction (or any part thereof) by any governmental or regulatory authority whether or not that request is legally binding; or

(k) a material legal, credit or operational risk arises that reasonably requires protective action under this Agreement.

2. If you become aware of the occurrence of any event referred to in clause 19(1) above, you shall notify the Company immediately.

(a) If any event referred to in Clause 19(1) above takes place, the Company shall at its absolute discretion be entitled, but not obliged, to, and at the expense of you:

(i) terminate the Agreement immediately;

(ii) close out any or all of your contracts;

(iii) cancel any outstanding orders in order to close your Account;

(iv) convert any amount owed by you to the Company into USD currency at any time on or after payment is due (until payment is received in full);

(v) satisfy any obligation you may have to the Company out of any property, money or security belonging to you in the Company's custody or control, and enforce any such asset or security (at your expense) held by the Company in such manner as it deems appropriate, but to a maximum amount equal to all sums due or to become due to the Company from you;

(vi) charge you with all of the costs, expenses and losses incurred by the Company as a result of entering into, or closing out transactions pursuant to this Client Agreement; and

(vii) to take any such action a person would take in the circumstances to protect the legitimate interests of the Company and its other clients.

21. ACCOUNT DEFICITS

1. Leveraged trading can produce a loss exceeding the margin and equity in your account. Unless applicable law or a separate written product term requires or expressly grants negative balance protection, you remain liable for a genuine account deficit after proper valuation, close-out and application of available funds.

2. We will provide a statement explaining any deficit and allow you to raise a valuation or transaction dispute. We may request payment of an undisputed amount when due and exercise lawful close-out or recovery rights under this Agreement.

3. No client is treated as having waived a protection that applies as a matter of law. A change to the availability of negative balance protection will be disclosed before the affected product is made available or materially changed.

4. An unpaid, due and undisputed deficit may be an Event of Default after any applicable notice or cure period. We may recover reasonable, evidenced costs permitted by law and this Agreement.

22. INDEMNITY & GUARANTEE

1. You shall, where so required, provide to the Company a valid and binding guarantee and indemnity in favour of the Company as a precondition of entering into this Client Agreement.

2. To the extent permitted by law, you will indemnify the Company for reasonable losses and costs directly caused by your material breach of this Agreement, unlawful instruction or fraud, except to the extent caused by the Company's negligence, fraud, wilful misconduct or breach of applicable law. We will take reasonable steps to mitigate loss and provide supporting details on request.

(a) default, whether by act or omission of you under this Client Agreement; or

(b) anything lawfully done by the Company in accordance with this Client

Agreement; or

(c) anything lawfully done by the Company in compliance with any direction, request or requirement of any regulatory authority or in compliance with its licence conditions; or

(d) any delay, omission or error in the transmission or execution of any dealings caused by you; or

(e) any delay, omission or error in the transmission or execution of any dealings caused by a third party or otherwise outside of the Company's control including but not limited to bank delay, postal delay, emergency, war or act of god.

3. No warranty is provided by the Company in relation to information or advice sourced from third parties, and all information or advice provided by the Company to you is for the private use of you and is not to be communicated to any third party without the prior written consent of the Company.

4. The Company makes no representation or warranty as to the results of dealing in the Financial Products, and shall not be liable for any damage or loss suffered or incurred by you arising out of or in connection with any advice, forecast, or opinion to you in relation to price movements or positions or to the likely profitability of any transaction.

5. These indemnities shall survive any termination of the relationship created by this contract.

23. LIMITATION OF LIABILITY

1. Each party remains responsible for loss caused by its fraud, wilful misconduct, negligence or breach of applicable law or this Agreement. Nothing in this Agreement limits or excludes liability or any right or remedy where doing so is prohibited by law. Subject to that qualification, neither party is liable for indirect or consequential loss that was not reasonably foreseeable when the Agreement was made.

2. The Company is not responsible for a private arrangement with an employee or

agent made outside that person's actual or apparent authority, except where the Company is legally responsible for the person's conduct.

3. We are responsible for selecting and overseeing service providers to the extent required by law and remain liable for acts or omissions for which applicable law makes us responsible. We are not responsible for an independent third party's act beyond our reasonable control, except to that extent.

4. Electronic trading involves connectivity and system risks. We will maintain reasonable controls and incident procedures, and will investigate reported errors. Our responsibility for a failure will be determined under this Agreement and applicable law.

5. We may rely on instructions that reasonably appear to come from an approved Authorised Person under agreed security procedures; this does not exclude liability for our own failure to apply those procedures.

6. A suspension, moratorium or delisting of an underlying instrument may affect valuation or close-out. We will apply the relevant product terms reasonably and keep a record of the price and method used.

7. Any limitation benefiting an officer, employee or agent applies only to the extent legally permitted and does not reduce the Company's non-excludable duties.

24. DISPUTE RESOLUTION

1. If a transaction is disputed, we will investigate promptly and preserve relevant records. Pending investigation, we may take proportionate action reasonably needed to manage market, credit or legal risk, including close-out where permitted by the product terms. We will explain the action and any valuation as soon as reasonably practicable.

2. You may submit a complaint through the contact details and process published on our website or supplied on request. We will acknowledge, investigate and respond in accordance with applicable FSC requirements and our complaints policy. Making a complaint or referring it to an external body does not constitute an Event of Default.

3. If you are dissatisfied with our response, you may refer the matter to the FSC and, where eligible, to the Ombudsperson for Financial Services under the applicable procedure. Nothing in this Agreement limits a lawful complaint or court remedy.

25. TERMINATION

1. This Client Agreement can be terminated at any time by either party giving 10 Business Days written notice to the other party.
2. Unless otherwise notified in writing by the Company, upon termination of this Client Agreement, the Company will immediately close out all of your over-the-counter Financial Product transactions.

(a) Should any event occur which has the effect of making or declaring it unlawful or impracticable for the Company to offer Financial Product transactions to you in accordance with the terms outlined in this Client Agreement, the Company may immediately terminate this Client Agreement by providing you with written notice.

(b) In the event of this Client Agreement being terminated, a Closing Notice must be provided by you in respect of all open positions. Such notice must be provided within 5 Business Days of the termination date or such other date as notified by the Company in its absolute discretion. Should you fail to unwind any open CFD position within the that period, the Company reserves the right to close out CFD positions as if a Default Event had occurred in accordance with this Client Agreement.

(c) Termination of the Agreement shall not release either party from any existing obligations or from any liabilities for any antecedent breach of any of the terms of this Client Agreement and will not relieve you of any obligations you may owe to the Company in accordance with this Client Agreement prior to its termination.

(d) Rights under this Client Agreement can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches of the Agreement. Failure to compel performance shall

not be construed as a waiver.

(e) If we reasonably suspect unlawful conduct, sanctions breaches, market abuse or a material breach, we may suspend trading, reject instructions or close positions to the extent reasonably necessary and permitted by law. We will keep records, explain our decision where lawful and correct an affected transaction only on a documented contractual or legal basis. Accrued client entitlements remain payable subject to lawful set-off and restrictions.

26. GENERAL

1. The Company may amend this Client Agreement in response to a change in legislative or regulatory requirements (such as the imposition of a ban on certain short positions or new disclosure requirements) or a change in internal policy.

2. The Company will provide notice to you of any such amendment. You agree to be bound by the terms of such an amendment on the earlier of:

(a) the effective date stated in the notice, which will allow a reasonable period where practicable;

(b) immediately, where a change in law or a binding regulatory direction requires it; or

(c) a later date agreed in writing. A material adverse change to pricing, risk or client rights will be notified directly with a reasonable opportunity to terminate, subject to outstanding positions and legal requirements.

3. We will exercise contractual discretions honestly, reasonably and for the purpose for which they are granted, taking account of relevant market conditions, client interests, our obligations to other clients and applicable law. Nothing in this Agreement excludes any duty of good faith or other duty that cannot be excluded.

4. Where we make a determination under this Agreement, we will maintain a reasonable evidential basis, provide an explanation where practicable and allow it to be challenged through the complaint or dispute process. Our decision is not

immune from review by a regulator or court.

5. Despite any provisions in this Client Agreement, in providing the services under this Client Agreement, we will be entitled to take any action as we consider necessary in our absolute discretion to ensure services provided under this Client Agreement are in compliance with all Applicable Laws. You agree strictly to comply with all Applicable Laws. If we consider you have not so complied, we may terminate this Client Agreement immediately without notice.
6. The Company has the right to limit the size of your open positions, whether on a net or gross basis under any appropriate circumstances as determined by the Company. The Company also has the right to refuse any request made by you to place an order to establish a position at any time at the Company's discretion without having to give you a notice.
7. In the event that any of the provisions contained in this Client Agreement are found to be invalid or unenforceable, such provisions shall be deemed deleted, and the validity and enforceability of the remaining provisions shall continue unimpaired.
8. In dealing in the Financial Products under this Client Agreement, when the Company needs to buy/sell foreign currency from time to time, the applicable exchange rate shall be any published foreign exchange rate selected by the Company in its sole discretion available on the date your money is exchanged.
9. The rights provided in this Client Agreement do not exclude other rights provided by law.
10. You may not assign or otherwise transfer your rights or obligations under this Client Agreement or any transaction, without the express written consent of the Company.
11. You agree that we may record all email or telephone conversations, internet conversations (LiveChat), and meetings between you and us and provide such recordings, or transcripts from such recordings, as evidence towards any party (including, but not limited to, any regulatory authority and/or court of law) to

whom we, in our entire discretion, see it to be desirable or necessary to disclose such information in any dispute or anticipated dispute between us and you. We may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without your consent.

12. You acknowledge and agree that the Company is permitted to carry out an electronic database search and search credit reference agencies in order to verify your 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 current and applicable laws.

13. The Company reserves the right to collect such information as is necessary from you to meet its obligations under applicable Anti Money Laundering laws and regulations. the Company may pass on information collected from you and relating to transactions as required by applicable anti money laundering laws and regulations and is under no obligation to inform you it has done so. the Company may undertake all such anti money laundering checks in relation to you (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by the Company, and reserves the right to take any action with regard thereto with no liability whatsoever therefore.

14. The Company reserves the right to provide all such information regarding you in relation to its obligations to, or requests (whether legally binding or not) from a relevant regulatory body.

15. This Client Agreement is supplied to you in English and we will continue to communicate with you in English for the duration of this Client Agreement. However, where possible or appropriate and for your convenience, we will endeavour to communicate with you in other languages in addition to English. The English version of this Client Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and the other versions.

27. FORCE MAJEURE

1. We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"), in which case we will, in due course, take reasonable steps to inform you. A Force Majeure Event will include, but is not limited to, the following:

(a) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the Financial Products in respect of which we ordinarily deal in;

(b) the suspension or closure of any market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

(c) the occurrence of an excessive movement in the level of any position and/or the Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement;

(d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or

(e) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

2. If we determine that a Force Majeure Event exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps:

(a) increase your Margin Requirements;

(b) close all or any of your open positions at such Closing Price as we

reasonably believe to be appropriate;

(c) suspend or modify the application of all or any of the terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the Agreement;

(d) cancel pending orders, void past transactions, re-price open positions or terminate this Client Agreement; or

(e) alter the Last Trading Time for a particular position.

28. PRIVACY

1. In order to provide you with these services, the Company needs to collect personal information about you and obtain your agreement in relation to the handling of such personal information. If you do not provide the requested information or agree to the information handling practices detailed in this Client Agreement, the Company may be unable to provide the services outlined in this Client Agreement to you.

2. You shall ensure that all information provided to the Company is accurate and up-to-date at all times. Any changes must be advised to the Company as soon as practicable.

3. The Company have systems and processes in place to address privacy requirements, and the Privacy Policy is at all times available for your reference on our website, should you require further information about how and why the Company collects, stores and handles information.

4. We will process personal data in accordance with applicable data protection law and our current Privacy Policy. Any international transfer or sharing with an affiliate or provider will have a lawful basis and appropriate safeguards. This Agreement does not replace any consent specifically required by law.

29. NOTICES

1. All communications relating to this Client Agreement shall be in writing and delivered by electronic mail or trading facility to the party concerned at the relevant address.
2. Any such communication shall take effect if delivered, upon delivery; if posted, two business days after it is posted to the party's last known address; if sent by electronic mail or through the trading facility, at the time of transmission (and receipt of Confirmation).
3. Where you are more than one person, any notice or other communication provided by the Company to one such person shall be deemed to have been provided to all such persons.

30. CONFIDENTIALITY

1. Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of these Terms) except:
   - **(a)** with the consent of the party who provided the information (such consent not to be unreasonably withheld);
   - **(b)** if allowed or required by law, these Terms, our Privacy Policy or required by any regulator;
   - **(c)** in connection with any legal proceedings relating to these Terms; or
   - **(d)** to any person in connection with an exercise of rights or a dealing with rights or obligations under these Terms (including in connection with preparatory steps such as negotiating with any potential assignee or potential sub-participant or other person who is considering contracting with us in connection with these Terms).

31. TAXES

Stamp duty

1. You must pay and account for any transfer or similar duties or taxes, and any

loan security or other stamp duties chargeable in connection with any transaction to which you may be liable. You agree to indemnify us against any liability arising as a result of your failure to do so.

Withholding

2. If you make any payment which is subject to any withholding or deduction, you must pay us the applicable additional amount to ensure that the amount actually received by us equals the full amount we would have received had no withholding or deduction had been made.
3. If we make any payment which is subject to any withholding or deduction, we will pay you the net amount after making such withholding or deduction and will not pay you an additional amount.
4. You acknowledge that the Company does not provide tax advice. The Company encourages you to consult an independent tax advisor with any concerns or queries regarding the taxation implications of trading with the Company.

32. GOVERNING LAW

1. This Agreement and any non-contractual obligation arising from it are governed by the laws of Mauritius. The courts of Mauritius have non-exclusive jurisdiction, without limiting any mandatory right to complain to a regulator or other competent forum.
2. Service of proceedings and the language of any proceedings are governed by the applicable procedural rules and any direction of the relevant court.