Client Agreement

The subject of the Agreement:

1.1 .This agreement is made between Promax Trading Limited, operating under the trade name Promax Trading Limited, and the Client who has completed a registration form on www.Promaxtrading.com. Promax Trading Limited has Registration No: 2024-00683 | NFA: 0563058
Registered Address: Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

1.2 . The Company is registered and is subjected to the laws of the jurisdiction in which it operates. All charges legal claims against the Company will be subject to the court hearings of the client's specific jurisdiction on their accounts. The Company is obligated to comply with all applicable laws, registration, and industry standards, and must adhere to the rules and registration set forth by the relevant authorities. The Company is also subject to the oversight of the relevant registration bodies, and must adhere to the rules and registration set forth by them. The Company is also responsible for ensuring that all of its activities, operations, and services are conducted in accordance with the applicable laws and registration. Any disputes or legal claims against the Company will be subject to the court hearings of the client's specific jurisdiction on their accounts. The Company is committed to providing its clients with a safe and secure environment in which to conduct their business, and will take all necessary steps to ensure that its activities are conducted in accordance with the relevant laws and registration.

1.3 . This Agreement defines the relationship between the Client and the Company, including but not limited to the execution of orders, Client policies, payments and/or payouts, claims resolution, fraud prevention, communication, and other aspects. The Agreement outlines the Client's responsibilities and the Company's obligations concerning the services provided. The Agreement also outlines the procedures for the execution of orders, the payment and payout of funds, the resolution of claims, the prevention of fraud, and the communication between the Client and the Company. Additionally, the Agreement defines the terms and conditions of the relationship between the Client and the Company, including but not limited to the termination of services, the limitation of liability, and the confidentiality of information. The

Agreement also outlines the procedures for the resolution of disputes, the enforcement of the Agreement, and the applicable laws` and registration. Finally, the Agreement sets forth the terms and conditions of the relationship between the Client and the Company, including but not limited to the payment of fees, the return of funds, and the indemnification of the Company.

1.4 . Any disputes between the Client and the Company will be resolved in accordance with the Agreement, unless otherwise specified. This means that any disagreements between the two parties must be addressed in accordance with the terms and conditions of the Agreement. The Agreement should provide a clear outline of the dispute resolution process, which may include mediation, arbitration, or litigation. The parties should also agree on a timeline for resolving the dispute. If the parties cannot reach an agreement, the dispute may be referred to a court of law. The Agreement should also specify which law will be applied in the dispute resolution process. Finally, the Agreement should also provide for the payment of costs and expenses related to the dispute resolution process. The Agreement should be clear and unambiguous in order to ensure that all parties involved are aware of their rights and obligations.

1.5 . By entering into the Agreement, the Client guarantees that he or she is of legal age (18 or older) and is legally capable to enter into the Agreement. If the Client is a legal entity, the Client guarantees that it is capable and has the right to enter into the Agreement, and that no other parties have any rights, claims, demands, or requests in respect to the Client's trading account. The Client further guarantees that it has the necessary authority to enter into the Agreement and that it has not been restricted from entering into the Agreement by any other party. The Client also guarantees that it has the necessary financial resources to enter into the Agreement and that it will be able to fulfill its obligations under the Agreement. The Client further guarantees that the information provided in the Agreement is accurate and complete and that it will not be held liable for any inaccuracies or omissions.

1.6 . This Agreement outlines the terms and conditions of all operations on and with the Client's trading account. All transactions must be carried out in accordance with the terms of this Agreement, unless otherwise stated. The Client is solely responsible for

all actions taken with their trading account, and must ensure that all operations are compliant with the terms of this Agreement. The Client must also ensure that all transactions are legal and do not violate any applicable laws or registration. The Client must also be aware of the risks associated with trading, and must take all necessary precautions to protect their trading account. The Client is also responsible for ensuring that all funds in their trading account are secure and not subject to any unauthorized access or use. The Client must also be aware of any applicable fees and commissions that may be associated with their trading account. All operations on and with the Client's trading account must be performed in full compliance with this Agreement unless stated otherwise.

1.7 . The Client has no right to bypass, fully or partially, his or her obligations under the Agreement on the basis that it is a distance contract. The Client must fulfill all of their obligations as outlined in the Agreement, including payment of any fees or charges due, although the Agreement is a distance contract. The Client is not allowed to terminate the Agreement or refuse to pay any fees or due on the basis that the Agreement is a distance contract. The Client is also not allowed to make any changes to the Agreement without the written consent of both parties. Furthermore, the Client must comply with all applicable laws and registration, including consumer protection laws, when entering into a distance contract. Failure to comply with any requirement may result in legal action being taken against the client.

2. Terms Definition

2.1. All the access logins and passwords associated with the Client's trading account(s), Personal Area, or any other data that grants access to any other services provided by the Company are referred to as '**Access Data**'.

2.2. The "**Ask**" is the price quoted higher, allowing the Client to initiate a "Buy" order.

2.3. An '**Autotrading Software**' refers to an Expert Advisor or cBot, which is a software designed to execute trading activities automatically or semi-automatically, with minimal or occasional human intervention.

2.4. The '**Balance**' refers to the overall amount of all completed transactions (including deposits and withdrawals) in the trading account of the Client at a specific moment.

2.5. The first currency in the Currency Pair is referred to as the '**Base Currency**'.

2.6. The "**Bid**" represents the minimum price stated in the Quote, allowing the Client to initiate a "Sell" order.

2.7. "**Business Day**" refers to any weekday, Monday through Friday, excluding any holidays officially or unofficially declared by the Company. It is also commonly known as a "**Working Day**."

2.8. Any information that the Company receives from the Client (or through other means)

about the Client, their trading account, etc., is considered as '**Client Information**'.

2.9. The term '**Client Terminal**' refers to software such as X9 Trader, MetaTrader 5, or any other versions used by the Client. It enables the Client to access real-time information from financial markets, conduct various types of market analysis and research, execute, open, close, modify, or delete orders, and receive notifications from the Company.

2.10. The news is published on the '**Company News Page**', which can be found on the Company's website.

2.11. '**Corporate actions**' or '**Corporate events**' refer to the actions taken by a stock corporation that result in significant changes and affect its stakeholders. These actions can include dividend payments, stock splits, mergers, share buybacks, bankruptcy, or any other action within the purview of a stock corporation. The Company retains the right to exercise certain measures to maintain the economic equivalence of rights and obligations between customers and the stock corporation, depending on the specific circumstances of each event.

- Carry out balance operations on clients' accounts based on their open positions.
- Liquidate or Close positions at the prevailing market price just before a corporate event taking place.
- Reinstate clients' positions to maintain the same economic rights and obligations between clients and a stock corporation.
- Cease trading on instruments that have undergone corporate action.
- Close positions at the market price immediately before a corporate event occurs;
- Reopen clients' positions in order to preserve the economic equivalent of rights and obligations between clients and a stock corporation;
- Stop trading on instruments that have undergone corporate action.

2.12. The currency in which the Trading Account is denominated is referred to as the '**Currency of the Trading Account**'. All calculations and operations on the account are conducted using this currency.

2.13. The '**Currency Pair**' refers to the transaction object that is dependent on the fluctuation in value between two currencies.

2.14. A '**Stock Derivative**' is an agreement that involves the difference in price determined by the changes in the value of the underlying stock.

2.15. '**Derivative on Inde**x' is a contract for the price difference on the fluctuations in the price of the underlying stock index.

2.16. '**Dispute**' is either:

> 2.16.1. Any argument between the Client and the Company, where the Client has reasons to assume that the Company breached one or more terms of the Agreement because of, any action or failure to act, or

> 2.16.2. Any argument between the Client and the Company, where the Company has reasons to assume that the Client breached one or more terms of the Agreement because of, any action or failure to act.

2.17. '**Dividend Adjustment**' refers to a balance operation that occurs when a dividend is paid on a specific stock derivative.

> 2.17.1. The Dividend Adjustment is added to the Balance for long positions when placing a 'Buy' order.

> 2.17.2. The Dividend Adjustment is subtracted from the Balance for short positions when placing a 'Sell' order.

> 2.17.3.   The Dividend Adjustment is carried out on the ex-dividend date. It is determined by multiplying the dividend amount per share by the contract size and the number of lots.

2.18. The term '**Energy**' refers to either Spot West Texas Intermediate Crude Oil, Spot Brent Crude Oil, or United States Natural Gas.

2.19. The **Ex-dividend Date** is the deadline by which the Client must hold a dividend-paying stock derivative position in order to receive the upcoming dividend adjustment payment. If the Client holds the Derivative on Stock position before the Ex-dividend Date, they will receive the Dividend Adjustment to their Balance. If the Client purchases the Derivative on Stock after the Ex-dividend Date, they will not receive the Dividend Adjustment.

2.20. '**Floating Profit/Loss**' is the current profit/loss on Open Positions calculated at the current price.

2.21. '**Force Majeure Event**' is any of the following events:

A. Any act, event, or incident (including but not limited to strikes, riots, civil commotions, acts of terrorism, wars, natural disasters, accidents, fires, floods, storms, failures of electronic or communication equipment or suppliers, power supply interruptions) that, according to the Company's reasonable judgment, hinders the Company from upholding an organized market for Instruments.

B. The suspension, liquidation, or closure of any market, abandonment, or failure of any event that the Company associates its Quotes with, the imposition of limits or special or unusual terms on the trading in any such market or on any such event.

2.22. '**Free Margin**' represents the funds accessible in the Client's account that can be used to start a trade. It is determined by deducting the Margin needed to open positions associated with Transactions and/or Contracts made through the Account from the Account's Equity.The calculation of Free Margin is as follows:

Free Margin = Equity − Required Margin.

2.23. The Client referred to as '**IB**' had their application for IB or Partner Program status approved by the Company after submitting it through the Company's website.

2.24. An '**Indicative Quote**' refers to a price or quote that grants the Company the option to decline or refuse any Orders or make any changes to the orders.

2.25. The '**Initial Margin**' refers to the margin that is necessary to initiate a position. This information can be observed in the Trader's Calculator.

2.26. '**Instruction**' is the instruction from the Client to open or close a position or to place, modify, or delete an Order.

2.27. '**Instrument**' is any Currency Pair, Metal, Energy, Derivative on Stock, or Derivative on Index. It can also be referred to as a 'Trading Instrument' or a 'Trading Tool'.

2.28. '**Leverage**' is the virtual credit given to the Client by the Company. For instance, 1:500 leverage means that the Initial Margin for the Client will be 500 times less than the

Transaction Size.

2.29. '**Long Position**' is a buy order, that is, buying the Base Currency against the Quote Currency.

2.30. '**Lot**' is 100,000 units of the Base Currency, 1000 Barrels of Crude oil, or any other number of contracts or troy oz. described in the Contract Specifications.

2.31. '**Lot Size**' is the number of units of a Base Currency or the number of troy oz. of a Precious Metal defined in the Contract Specifications.

2.32. '**Margin**' is the amount of funds required to maintain Open Positions as determined in the Contract Specifications for each Instrument.

2.33. '**Margin Level**' is the ratio of Equity to Required Margin. It is calculated in the following way:

Margin Level = (Equity / Required Margin) * 100%.

2.34. '**Margin Trading**' is leverage trading when the Client may make Transactions having far fewer funds on the Trading Account compared to the Transaction Size.

2.35. '**Open Position**' is a Long Position or a Short Position which has not yet been closed.

2.36. '**Order**' is an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

2.37. '**Order Level**' is the price indicated in the Order

2.38. '**Personal Area**' is a personal profile created by the Company for the Client within the Company's Services. The Personal Area is for the Client's private use only and allows the Client to manage his or her information and all Trading Account settings.

2.39. '**Precious Metal**' is spot gold or spot silver.

2.40. '**Price Gap**' means the following:

    A. The Current Bid price is higher than the Ask price of the previous Quote, or

    B. The Current Ask price is lower than the Bid price of the previous Quote.

2.41. '**Quote**' is the information about the current price for a specific Instrument in the form

of the Bid and Ask prices.

2.42. '**Quote Currency**' is the second currency in the Currency Pair, which can be bought or sold by the Client for the Base Currency.

2.43. '**Rate**' means the following:

A. For the Currency Pair: the value of the Base Currency in relation to the Quote Currency

B. For the Precious Metal: the price of one troy oz. worth of the Precious Metal against the US dollar or any other currency (if available) for this instrument

C. For the Energy: the price of one barrel worth of energy against the US Dollar or any other currency (if available) for this instrument

D. For the Derivative on Stock and Derivative on Index: the price of one contract against the currency of the corresponding country.

2.44. '**Required Margin**' is the margin required by the Company to maintain Open Positions.

2.45. '**Risk Disclosure**' is the Risk Disclosure document.

2.46. '**Segregated Account**' is a bank account where the Clients' funds are kept separately from the Company's funds, as the registration demand.

2.47. '**Services**' are any services provided by the Company to the Client.

2.48. '**Short Position**' is a sell position, that is, selling the Base Currency against the Quote Currency.

2.49. '**Spread**' is the difference between the Ask and Bid prices.

2.50. '**Trading Account**' is the Client's personal account in the Company at which the Client can perform orders, transactions, deposits, withdrawals, etc.

2.51. '**Trading Platform**' is all the Company's software and hardware environment, which provides real-time Quotes, and allows Order placing, modification, deletion, or execution. The Trading Platform also calculates all the mutual obligations between the Client and the Company.

2.52. '**Transaction Size**' is the Lot Size multiplied by the number of Lots.

2.53. The term "**Website**" refers to the Company's website located at www.Promaxtrading.com. In this Agreement, "Promax Website(s)" or "the Website(s)" or our "Website(s)" means the privately labeled, owned, and hosted Website(s) by us. This includes the Website(s) at the URL **Error! Hyperlink reference not valid.** and any associated sub-domains. These Website(s) are designed to attract and solicit online registrations from potential new clients and business partners interested in Transactions and/or Contracts, along with their respective related pages.

2.54. '**Support or Help Center**' Is the support channel provided by a company official, such as support@Promaxtrading.com or any email from **Error! Hyperlink reference not valid.**

2.55. A '**Strategic Partner**' refers to a partner or client who manages multiple clients under their own brand name but operates as a strategic partner. Clients associated with a Strategic Partner have a dedicated section in this customer agreement that covers all other clauses about the company.

2.56. "When any modifications are made to these Terms and Conditions, they will be referred to as '**Changes**'. Each notification of such Changes will be considered as adequate notice, and it is your responsibility to regularly consult and/or check this Agreement for any such Changes. Hence, it is advisable to periodically review these pages in order to stay informed about any such Changes."

2.57. The term '**Agent**' in this Agreement refers to an individual or entity that carries out a transaction on behalf of another individual or entity, but does so in their own name.

2.58. The term '**Authorized Person**' shall signify an individual who has been granted authority by a client through a limited power-of-attorney, as outlined in these Terms and conditions, to act on behalf of the client and provide instructions to us.

2.59. When used in this Agreement, the term '**Collateral**' refers to any securities or other assets that are deposited with us as an ongoing security and guarantee for the payment and fulfillment of all obligations owed to us concerning any Services provided by us under or in accordance with this Agreement.

2.60. The term '**Fraud Traffic**' as used in this Agreement refers to deposits or traffic that is generated towards our Company through illegal means or with the intention to defraud the system, regardless of whether it causes any harm to us. Fraud Traffic includes activities such as spamming, false advertising, deposits made using stolen debit card numbers, collusion, manipulation of the service, system, bonuses or promotions (including practices like

"sniping" or "scalping" which are collectively referred to as "arbitrage", 'cash back arbitrage', 'interest arbitrage and/or 'churning'), offers to share commissions or bonuses directly or indirectly with traders, and any other unauthorized use of third party accounts, copyrights, or trademarks.

2.61. '**Prohibited Software**' refers to any software that provides traders with an unfair advantage. This category includes specialized software programs designed to exploit potential price delays on our Trading Platform or enable the use of technological and/or algorithmic trading patterns that aim to exploit price delay arbitrage opportunities on our Company. These specifications are not exhaustive.

2.62. The term '**Intellectual Property Rights**' refers to all forms of intellectual property, including patents, trademarks, service marks, word marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, marketing materials, and other identifying materials. These rights may be registered or capable of registration, and they encompass any other rights related to intellectual property as defined by Applicable Laws, Rules, and Registration.

2.63. The term '**Intellectual Property Assets**' as used in this Agreement refers to various elements including our Trading Platform, services, other platforms or software (such as demos and system documentation), this Agreement itself, the Price Quotes we provide, and any Pricing Data or other information transmitted through our Trading Platform or otherwise. It encompasses all Intellectual Property Rights related to these assets.

2.64. When referenced in this Agreement, the term '**Anti-Money Laundering** ("**AML**") **Legislation**' collectively refers to the Money Laundering and Terrorism (Prevention) Act 2008 and the Money Laundering (Prevention) Registration 1998. This includes any modifications or amendments that may be in effect at any given time.

3. Services

3.1. Subject to the Agreement, the Company will offer the following Services to the Client:

A. Receive and transmit trading orders or execute trading orders for the Client using the provided Trading Instruments.

B. This agreement applies to all clients who have funds with the company, regardless of the purpose (trading or marginal usage), including those referred by IBs or strategic partners. It is applicable to all types of clients, IBs, and strategic providers.

3.2. Company's services include X9 Trader, MetaTrader 4 and MetaTrader 5 software packs, technical analysis means, and any third parties' services offered along with the Company's services.

3.3. Subject to the Agreement, the Company may enter into Transactions with the Client using the Trading Instruments specified on the Company's website at www.Promaxtrading.com.

3.4. The Company shall carry out all Transactions with the Client on an execution-only basis. The Company is entitled to execute Transactions notwithstanding that a Transaction may not be suitable for the Client. The Company is under no obligation, unless otherwise agreed, to monitor or advise the Client on the status of any Transaction, to make margin calls, or to close out any Client's Open Positions.

3.5. The Client shall not be entitled to ask the Company to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction.

3.6. The Company shall not provide physical delivery of the Underlying Asset of an Instrument in relation to any Transaction. Profit or loss in the Currency of the Trading

Account is credited or debited from the Trading Account once the Transaction is closed.

3.7. The provision of personal recommendations or advice on specific transactions is prohibited by the Company, whether through official communication channels or by Associates or Official Team members.

3.8. The Company may from time to time and at its discretion provide information and recommendations in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise. Where it does so:

> A. This information is provided solely to enable the Client to make his own investment decisions and can't be considered investment advice.
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> B. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he or she will not pass it on to any such person or category of persons
>
> C. The Company gives no representation, warranty, or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction
>
> D. It is provided solely to assist the Client in making his or her own investment decisions and can't be considered investment advice or unsolicited financial promotions to the Client.

3.9. In providing the Client with reception and transmission and/or execution services the Company is not required to assess the suitability of the financial instrument in which the Client wishes to transact, nor the service(s) provided or offered to him.

3.10. The Company reserves the right, at its discretion, to refuse to provide the Services to the Client at any time, and the Client agrees that the Company shall have no obligation to inform the Client of the reasons.

3.11. The Company reserves the right to reject the Client by returning him or her his or her initial deposit (that is, the total amount deposited by the Client) at any time in case the Company deems it appropriate and necessary (including but not limited to as a result of Client's malicious, illegal, inappropriate, fraudulent, or any other unacceptable actions).

3.12. Market commentary, news, or other information is subject to change and may be modified at any time without notice. The information can under no circumstances be

considered direct or indirect trading advice.

3.13. Any trading decision made by the Client is his or her sole responsibility. The company is not liable for the consequences of such decisions.

3.14. By accepting this Agreement, the Client confirms that he or she has read the communication rules and agrees that he or she is only able to perform orders using the Client Terminal.

3.15. The Client agrees that the Company can modify, add, rename, or cancel any services offered in this Agreement partially or completely without prior notification. The Client also confirms that the Agreement is applied to the services which may be modified, added, or renamed in the future in addition to the services provided by the Company now.

3.16. The Company shall not (unless in this Agreement) attempt to execute any Client's order at the quotes different from the quotes offered by the Trading Platform.

3.17. The Company can under no circumstances be considered a tax agent. The Parties comply with their tax and/or any other obligations independently and on their own.

3.18. The Company does not allow anyone to trade as an agent or in any other capacity on behalf of other Clients or any other persons, except for specific campaigns and programs arranged by the Company (for example, Copy Trading). Except for the campaigns and/or programs specified in this clause, the following shall apply:

A. The Client undertakes to trade on his or her behalf personally, not to allow any other Client or any other person to trade on his/her behalf, and not to trade on behalf of any other Client or any other person

B. The Client undertakes that if he or she trades on behalf of any other client or any other person, the Client shall hold the Company harmless and be liable to such other Client or such other person for any losses and/or damage such other Client or such other person may have.

C. The Client hereby undertakes that if any other Client or any other person trades on behalf of the Client and the Client has any loss or damage due to such trades, the Client shall not have any claims against the Company and may claim such loss and/or damage only from the other Client or any other person who has been trading on his or her behalf.

3.19. Creating several Personal Areas by using multiple email addresses is prohibited. If the Company reasonably suspects the Client to operate more than one Personal Area, the Company reserves the right to close all Personal Areas except one at its sole discretion, which will also mean closing the Trading Accounts opened within them without prior notification of the Client. The Company shall not bear any responsibility for any trading activity of the Client performed through such excessive Personal Areas and the consequences of such activity, including any losses borne by the Client upon closure of such Personal Areas and Trading Accounts. Personal funds remaining in the excessive Personal Areas shall be transferred to the remaining Personal Area.

A. The Company reserves the right to close the Client's opened orders by the market quotes in case of creating several Personal Areas.

B. The Company reserves the right to automatically suspend the Trading Account created in the MetaTrader 5 or X9 Trading platform from trading in the following cases:

C. If the Client has never added funds to such Trading Account—in 7 (seven) calendar days after he or she has logged into the platform using such account's credentials.

D. If the Client has added funds in this Trading Account—in 30 (thirty) calendar days after he or she has last opened an order, closed an order, made a deposit to such Trading Account, or logged into the platform using such account's credentials (whichever comes first).

3.20. Using the same IP address, it is possible to detect if multiple accounts are being accessed from different devices or the same device.

3.21. The Client may return the Trading Account from being suspended at any time by pressing the corresponding button in the Personal Area or the Promax Trading Limited App, or by making any deposit or transfer into such Trading Account. The trading credentials, trading history, balance, and withdrawal availability for such a Trading Account, in this case, remain unchanged.

3.22. Limitations on Investment Guidance and Professional Advice

3.22.1. Company's Website, Trading Platform, or any publication including email, online or offline publications does not aim to offer legal, tax, or investment advice. The information provided on the Trading Platform is solely for educational purposes and should not be

considered as legal, tax, or investment advice. No assurance is given regarding any claims about profits or income, whether explicitly stated or implied.

3.22.2 You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

3.22.3. The Company has the option to offer the Client with information occasionally, training/educational material, news, market commentary, or other information. This can be done through newsletters on its Website, provided to subscribers via its Website or the Trading Platform, or through other means. However, it should be noted that this is not considered a service.

> A. The responsibility for such information will not lie with the Company.
>
> B. The accuracy, correctness, or completeness of the information provided, as well as the tax or legal consequences of any associated Order and/or Transaction, are not represented, warranted, or guaranteed by the Company.
>
> C. The content is presented solely for informational purposes, allowing the Client to independently make their own investment decisions. It should not be considered as investment advice or unsolicited financial promotions to the Client.
>
> D. The Client agrees not to share the document with any person or category of persons if there is a restriction specifying the intended recipients or recipients to whom it can be distributed.
>
> E. The Client acknowledges that the Company may have utilized the information before sending it. The Company does not provide any assurances regarding the timing of the Client's receipt of the information and cannot guarantee simultaneous delivery with other clients.

3.22.4. The Company's training/educational material, market commentary, news, or other information provided or accessible may undergo modifications and can be withdrawn without prior notice.

3.23. Currency Conversions

3.23.1. The Company has the right to convert currencies without notifying the Client. This

conversion may be necessary to deposit funds into the Client Account in the same currency or to fulfill obligations, exercise rights, or complete specific transactions. The Company will use reasonable exchange rates and may charge the Client for any expenses incurred during currency conversions, such as bank commissions, money transfer fees, and intermediary commissions.

3.23.2. The Client will assume responsibility for any potential foreign currency exchange risk that may arise from any Transaction or from the Company's exercise of its rights under the Agreement or any applicable law.

3.23.3. The Client recognizes and agrees that they must always adhere to any Exchange Control Registration and assume all risks related to such registration, including obtaining any necessary authorizations for cross-border transactions and potential breaches of these registration or any other restrictions imposed by them. The Client hereby releases the Company from any future or potential claims arising from the Exchange Control Registration.

3.24. Introducing Broker / IB

3.24.1. If the Client is introduced to the Company by a third person (referred to as "IB" or Introducing Broker), the Client acknowledges that the Company is not liable for the actions or statements made by the IB. The Company is also not obligated to adhere to any separate agreements made between the Client and the IB.

3.24.2. The Client recognizes and affirms that their agreement or association with the IB could lead to extra expenses, as the Company might be required to cover commission fees or charges to the IB.

3.24.3. The Client, who has been referred by an IB, can ask to be disconnected from that particular IB at any given moment. In such a case, the Company and/or its Affiliates hold the right to decide, at their own discretion, whether or not to fulfill this request.

3.24.4. The Company and/or its Affiliates have the right to decide whether or not to proceed with the Client's request to change its IB and be linked to another IB.

4. Orders & Positions

4.1. The Company provides Market Execution on all trading instruments. The Company applies ECN/STP model to orders' execution, that is, all the Client's positions are offset to the interbank liquidity providers. In some cases, the orders may fail to be offset, or the Company may solely decide not to offset an order or a group of orders.

4.2. Due to the nature of Market Execution, slippage during orders opening or closure may occur. The Client agrees that such possible occasional slippage is a natural consequence and feature of Market Execution, and the Company is not responsible for it in any way.

4.3. Any possible open or close price deviation is subject to the available liquidity. The Company bears no responsibility for the consequences of such deviations and/or price differences from the price requested by the Client.

4.4. The Client can cancel a sent order only while it is in the queue with the 'Order is accepted 'status. In this case, the Client should press the 'Cancel order 'button. In this case, due to the specifics of the Client Terminal, the order cancellation cannot be guaranteed.

4.5. Order's Rule

4.5.1. If a trade confirmation is sent or an order is executed or being executed, it is not possible to modify or cancel the orders. Additionally, orders cannot be changed or removed if the market is closed. The Client does not have the authority to modify or remove Sell Limit and Take Profit orders once the price has reached the level of Order Execution.

4.5.2. Opening, modifying, or deleting orders is allowed only during active trading hours in the Contract Specification; it is not allowed beyond trading hours.

4.5.3. In the exceptional case of irregular market conditions, trading with a specific tool may be prohibited (fully or partially, temporarily or permanently) until the conditions remain irregular or until further notice.

4.5.4. All the pending orders are executed by GTC Model ('Good Till Cancelled') and have no period of validity; that is, they remain active until cancelled by the Client. The Client, however, has the right to set the order expiration date by him or herself.

4.5.5. In case one or several order parameters are invalid or missing, the order may be declined by the Trading Platform.

4.5.6. Orders of all types shall not be placed closer than a stated number of points from the current price. The minimum distance in points from the current price may be changed with prior notice.

4.5.7. Pending orders of all types, including Take Profit and Stop Loss, should not be placed closer than Stop Level—a stated number of points away from the current price for each symbol. Stop Level values may be changed with prior notice. The Client can see the current Stop Level value in the symbol's specification in the MetaTrader trading terminal.

4.5.8. In case an order opening is requested before the first quote appears in the Trading Platform, it will be rejected by the Trading Platform. In this case, the message 'No price/Trading is forbidden' will appear in the Client Terminal.

4.6. Right to Close or Cancel Orders

4.6.1. The Company reserves the right to close the Client's opened orders by the market quotes in the following cases:

      A. The Client is underage;

B. The Client is from a country to which the Company does not provide its services;

C. The Client uses any Arbitrage Trading, High Frequency Trading (HFT), or other related strategies as considered by the Company as violation of trading conditions;

D. The Client deliberately engages in trades solely for purpose of gaining IB rewards.

4.6.2. The Company reserves the right to cancel the Client's orders in case they do not comply with this Agreement or Company's Policies.

4.6.3. Orders opened or closed by off-market quotes can be cancelled:

A. In case the order was opened by an off-market quote

B. In case the order was closed by an off-market quote.

4.6.4 The Company reserves the right to increase spreads instead of order cancellation in case one or more of the following events occur:

A. In case the market conditions become irregular.

B. In case the trading conditions for one or more currency pairs have changed.

C. In case of (a) Force Majeure event(s).

4.6.5. In exceptional cases, short-term orders lasting less than 180 seconds can be cancelled if they are considered abuse.

4.7. Order Processing & Order Execution

4.7.1. When the Client's order to open the position comes to the server, an automatic check of the trading account for free margin for the open order is carried out. If the required margin is present, the order is opened. If the margin is not sufficient, the order is not opened. Due to Market execution, an opening price may differ from the requested one. The note about the open order appearing on the server's log file confirms that the Client's request has been processed and the order has been opened. Each open order on the Trading Platform receives a ticker.

4.7.2. It is understood that, depending on the type of Client Account held by each Client, the Company will either act as a counterparty and execute Orders directly, making it the execution venue, or it will transmit the Orders to a third party for execution (known as Straight Through Processing, STP). In the latter case, the Company will not be a counterparty in the transaction, and the execution venue will be a third party.

4.7.3. The Client can place orders with the Company using their Access Data on the Trading Platform, through their personal computer connected to the internet. The Company has the

right to trust and execute any order made using the Access Data on the Trading Platform without needing to ask the Client for further clarification, and these orders will be legally binding for the Client.

4.7.4. The Company is not required, unless otherwise specified in the Agreement, to monitor or inform the Client about the progress of any Transaction or to liquidate any of the Client's Open Positions. If the Company chooses to do so, it will be done at its own discretion and will not be considered a commitment to provide ongoing assistance. The Client is responsible for continuously monitoring their positions.

4.7.5. The Client understands and agrees that the Company can suspend or terminate any Services, or restrict access to them, at any time and without prior notice. The Company also has the right to modify the nature, composition, or availability of any Service, impose trade exposure limitations, or change the trading limits for the Client on any trading platform or Account.

4.8. Decline of Orders & Requests

4.8.1. The Company has the right to reject or decline any Order from the Client regarding CFDs for various valid reasons, including but not limited to the following situations:

A. If Order comes before initial Quote in the Trading Platform when the market opens;

B. During unusual market circumstances;

C. If the number of requests made by Client is higher than the number of Transactions.

D. If the Free Margin of the Client is lower than the Initial Margin or the Necessary Margin, or if there are no cleared funds available in the Client Account to cover all the charges of the specific Order;

E. The Company may decline an Order if it is too large or too expensive, or if the proposed Transaction is of an unsuitable size. Additionally, the Company may refuse an Order if it believes it cannot hedge the Transaction in the Underlying Market or if the conditions of the relevant Underlying Market make it impossible to execute the Order.

F. If the Company has reason to believe that the Client is involved in money laundering, terrorist financing, or any other illegal activities;

G. If the registration and/or supervisory authorities of jurisdiction make any request or if

there is a court order, as a result,

H. When there are doubts about the legality or authenticity of the Order.

I. The Order lacks crucial information and can be interpreted in multiple ways.

J. The size of the transaction is smaller than the minimum transaction size specified in the Contract Specifications.

K. The Quote is either not obtained from the Company, or it is an Indicative Quote, or it is manifestly erroneous, or it is an Error Quote (Spike).

L. Internet connection or communications experience interruptions.

M. There has been an occurrence of a Force Majeure Event.

N. If the Client is suspected or found to be in default,

O. The Client has received notice from Company for the termination of the Agreement.

P. The Company's client has not fulfilled a Margin Call.

Q. The account of the client is currently blocked temporarily, or it is inactive or closed.

L. If the time it takes for the client to open and close is under 10 seconds.

4.9. Pending Orders

4.9.1. The following kinds of pending orders may be executed in the Trading Software:

A. **Buy Limit**: an order to open a 'Buy' position if the Ask price becomes lower or equal to the order price. In this case, the current price at the moment of placing the order is higher than the Buy Limit order price

B. **Buy Stop**: an order to open a 'Buy' position if the Ask price becomes higher or equal to the order price. In this case, the current price at the moment of placing the order is lower than the Buy Stop order price.

C. **Sell Limit**: an order to open a 'Sell' position if the Bid price becomes higher or equal to the order price. In this case, the current price at the moment of placing the order is lower than the sell-limit order price

D. **Sell Stop**: an order to open a 'Sell' position if the Bid price becomes lower or equal to the order price. In this case, the current price at the moment of placing the order is higher than the stop-order price

E. **Stop Loss**: an order to close an open position at a certain price in case the position generates losses

F. **Take Profit**: an order to close an open position at a certain price in case the position generates profit.

4.10. Pending Orders Execution

4.10.1. A pending order is executed in the following cases (including Price Gaps):

A. Buy Limit order: whenever the current Ask price becomes lower or equal to the order price

B. Buy Stop order: whenever the current Ask price becomes higher or equal to the order price

C. Sell Limit order: whenever the current Bid price becomes higher or equal to the order price

D. Sell Stop order: whenever the current Bid price becomes lower or equal to the order price

E. Take Profit order for a 'Buy' position: whenever the current Bid price becomes equal to or higher than the order price

F. Stop Loss order for a 'Buy' position: whenever the current Bid price becomes equal or lower than the order price

G. Take Profit order for a 'Sell' position: whenever the current Ask price becomes equal or lower than the order price

H. Stop Loss order for a 'Sell' position: whenever the current ask price becomes equal or higher than the order price.

4.10.2. The following rules are applied to orders' execution during price gaps:

A. In case the pending order price and Take Profit level are within the price gap, the

order will be cancelled with a comment ('cancelled' or 'gap')

B. In case the 'Take Profit' order price is within the price gap, the order will be executed by its price

C. In case the 'Stop Loss' order price is within the price gap, the order will be executed by the first price after the price gap with a comment ('sl' or 'gap')

D. 'Buy Stop' and 'Sell Stop' pending orders will be executed by the first price after the price gap with a comment ('started' or 'gap')

E. 'Buy Limit' and 'Sell Limit' pending orders will be executed by the order's price with a comment ('started' or 'gap').

F. In some instances, when small price gaps occur, the orders may be executed as usual, as stated in the previous paragraph.

4.10.3. In case a Client account simultaneously has the following characteristics:

A. The margin level is 140% or less

B. 60% of the volume of the total position is placed at the one trade tool and has one direction (sell or buy)

C. This part of the total position has been formed within 24 hours period before the market closure.

4.10.4. The Company is entitled to set 'Take Profit' for the orders included in the total position at the Ask price level of market closing for the tool minus one point (for 'Sell' orders) or at the Bid price level of the market closing for the tool plus one point (for 'Buy' orders).

5. Margin

5.1. Margin & Free Margin

5.1.1. The Initial Margin and/or Hedged Margin must be deposited and maintained by the Client as per the Company's specified amount when opening a position.

5.1.2. The Client is responsible for ensuring their understanding of how the Margin is calculated.

5.1.3. The Client will be notified in advance if the Company decides to change Margin requirements. In such a case, the Company reserves the right to apply the new margin requirements to both new positions and existing open positions.

5.1.4. All positions opened for a specific Financial Instrument are subject to lower Margin requirements.

5.1.5. The Company has the authority to raise margin requirements before the market closes for weekends and holidays. Details regarding the specific time periods when increased Margin requirements are applicable can be found in the Client's Personal Area and/or on the Company's Website.

5.1.6. Margin requirements for new hedging orders will decrease when there is an increase in hedging in Market Maker accounts and for the Underlying Assets that are subject to Hedged Margin.

5.1.7. Reducing the level of hedging in Market Maker accounts (as well as for the Underlying Assets that are hedged) is considered equivalent to initiating a new position, leading to a proportional adjustment (based on the quantity) in Margin requirements for previously

established positions related to the respective financial instrument.

5.1.8.   The margin requirements for different CFDs can be found in the Contract Specifications section on the website at Contract Specifications. If the equity falls below a certain percentage of the necessary margin, as specified in the Contract Specifications section on the website, the company has the right to close any or all of the client's open positions without the client's consent or prior written notice. To determine if the client has violated this paragraph, any sums mentioned that are not in the currency of the client account will be converted into the currency of the client account using reasonable exchange rates selected by the company, considering prevailing market rates.

5.2. Margin Call and Stop Out

5.2.1. Margin call occurs whenever the account's margin level falls below the designated percentage described in the Trading Account specification on the Company Website. In this case, the Company is entitled but not liable to close the Client's positions.

5.2.2. The Company is obliged to close the Client's open positions without prior notification in case the margin level falls below the designated percentage described in the Trading Account specification on the Company Website. This event is called Stop Out.

5.2.3. Stop Out is executed at a current market quote on a first-come-first-serve basis. Stop Out will be recorded in the server's log file as a 'stop out.'

5.2.4. In case the Client has several open positions, the first position to close will be the one with the highest floating loss.

5.2.5. In case a Stop Out leads to the account balance becoming negative, this does not imply any debt payments from the Client and can't be regarded as such. The Company will compensate the account balance to zero. In exceptional cases (should the Company deem the Client's actions fraudulent or intentional), the Company may claim the debt.

5.2.6. Margin Call and Stop levels may be increased during news releases, periods of high market volatility, abnormal market conditions, and other irregular events.

5.2.7. The Company must be promptly informed by the Client if they anticipate being unable to make a timely payment for a Margin Call.

5.2.8 The Company is not obliged to make margin calls for the Client. The Company is not

liable to the Client for any failure to contact or an attempt to contact the Client.

5.2.9. If a Margin Call notification is sent to the Client Terminal, the Client will not be able to open any new positions, except where permitted by the Company, hedging position(s) to reduce margin. If the Client fails to meet the Margin Call, his Open Positions are closed starting from the most unprofitable.

5.3. Margin Requirements

5.3.1. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company may require from time to time in compliance with the Agreement. It is the Client's sole responsibility to ensure that he or she understands how the margin is calculated.

5.3.2. The Client shall pay the Initial Margin and/or Hedged Margin at the moment of opening position.

5.3.3. The Hedged Margin amounts to the minimum of 50% of the Margin requirement of an equivalent hedged position. The size of the Hedged Margin depends on the volume of the position.

5.3.4. If no Force Majeure Event occurs, the Company is entitled to change margin requirements and send to the Client a Written Notice 3 (three) Business Days prior to these amendments.

5.3.5. The Company is entitled to change margin requirements without prior Written Notice in the case of a Force Majeure Event.

5.3.6. The Company is entitled to apply new margin requirements amended in accordance with the paragraphs mentioned above to the new positions and to the positions that are already open.

5.3.7. The Company is entitled to close the Client's Open Positions without the consent of the Client or any prior Written Notice if the Equity is less than a certain rate depending on the account type stipulated on the Company Website.

6. Leverage

6.1. The Client Account leverage may be altered by the Company, either higher or lower, without any prior notice, in accordance with the conditions specified on the Company's Website.

6.2. If the Company's established rules or the Client's actions in their Personal Area cause a change in Leverage, the Margin requirements for all of the Client's positions will be recalculated.

6.3. The Company has the right:

A. To ensure that the leverage on the Client's trading account does not exceed 1:100, it will be adjusted 3 hours prior to market closing before weekends and holidays. This modification will impact any transactions initiated during the specified 3-hour timeframe.

B. To restrict the amount of leverage provided and/or to raise the margin requirements prior to macroeconomic events and/or news that have the potential to greatly impact the prices of financial instruments.

6.2. Leverage Modifications

6.2.1. Leverage modification by the Client is only allowed once every 24 hours.

6.2.2. The following leverage restrictions are applied to all account types

Equity, USD	Maximum Leverage
0 - 999	500
0 - 4,999	500
5,000 - 19,999	200
2,0000 or more	100

6.2.3. Should it be deemed necessary or appropriate, the Company may, at its discretion, change the leverage of any account under circumstances different from the cases described in the Agreement

6.2.4. If the Company's rules or the Client's actions in their Personal Area cause a change in Leverage, the Margin requirements for all of the Client's positions will be recalculated.

7. Trading Conditions

7.1. Full trading conditions, including but not limited to current spreads, currency pairs, lot sizes, transaction sizes, commissions, volume and/or deposit limitations, and account types, are located at **Error! Hyperlink reference not valid.** The Company reserves the right to modify, add, or cancel any or all of the trading conditions. Such modifications are subject to prior notification.

7.2. The company has the right to void any profits resulting from technical errors or issues, such as sudden price increases. These issues may arise from technical glitches, server upgrades, or spikes in liquidity channels. The company may conduct periodic maintenance to ensure the Trading Platform operates effectively, or in cases of emergencies, which may involve shutting down, restarting, or refreshing servers with or without prior notice to the client. During maintenance, the Trading Platform may be inaccessible or non-functional, and the provision of services will be temporarily suspended. The company will make every effort to schedule maintenance outside of trading hours, unless it is inconvenient or urgent. The client acknowledges and understands that the company will not be held responsible for any losses incurred during maintenance activities, including financial losses, missed opportunities, or losses resulting from the company's actions or omissions, or those of the Trading Platform provider.

7.3. Prohibited Actions

7.3.1. The trading account of any customer found to be involved in high-frequency trading or using arbitrage software may be suspended by the company. Profits obtained through such methods will be invalidated. If any customer is found engaged in high-frequency trading or using arbitrage techniques, they will be permanently suspended, and their initial deposited funds will not be refunded.

7.3.2. Company reserve the authority to terminate all earnings, execute trades (regardless of whether they are profitable or not), and permanently suspend users in the event of any disrespectful dispute with customer support via any communication channel, such as email, WhatsApp, and other social media platforms. Additionally, the company retains the right to retain the initial deposit and any associated benefits from an IB (Introducing Broker) in the event of account suspension due to abusive conduct.

7.3.3. The Client is prohibited from engaging in any unauthorized access, reverse engineering, or any other actions that aim to bypass the security measures implemented by the Company on the Trading Platform and/or computer system(s).

7.3.4. The Trading Platform should be utilized by the Client solely for the advantage of their Client Account and not for any other individual.

7.3.5. Taking any of the following actions is strictly forbidden:

A. Apply any software that utilizes artificial intelligence analysis to the system and/or Trading Platform of the Company.

B. Intercepting, monitoring, damaging, or altering any communication that is not intended for the individual.

C. Do not utilize any form of spider, virus, worm, Trojan-horse, time bomb, or any other codes or instructions intended to manipulate, erase, impair, or dismantle the Trading Platform, the communication system, or any other system belonging to the Company.

D. Do not send any unsolicited commercial communication that is prohibited by the law or registration in effect.

E. Engage in any actions that could potentially compromise the security of the Company's computer system or Trading Platform, or result in the malfunctioning of

such system(s).

F. Attempt any action that may potentially enable unauthorized access to the Trading Platform.

G. Do not use any software, program, application, or device to access or obtain information from the Trading Platform or automate the process of accessing or obtaining such information.

H. Using the Trading Platform in violation of this Agreement.

7.3.6. Network issues, delays in internet connectivity, and errors or delays in price feeds can sometimes lead to inaccurate and outdated market rates, balances, and transactions on the Trading Platform or Personal Area. Engaging in trading strategies or operations that take advantage of these delays or errors, such as exploiting off-market prices or technical errors, is not allowed. The Company has the right to prevent any abusive exploitation of the Trading Platform and connected Services at its discretion. Transactions that rely on price latency arbitrage opportunities may be reversed without prior notice. If the Company suspects that a Client is deliberately exploiting errors in prices, off-market prices, spreads, or commissions, or any other technical error, it may take appropriate actions to counteract such behavior.

A. Limit or prevent the Client from accessing the Trading Platform.

B. Terminate the Agreement immediately in accordance to clause 7.3.1 and 7.3.2.

C. Terminate the Client Account and/or close all related accounts, including but not limited to any other accounts held by the same account holder and/or accounts of another Client that the Company deems to be engaged in the mentioned activity, promptly through written notification.

D. The Company may pursue legal action to seek compensation for any damages incurred.

E.   Make the necessary corrections or adjustments on the account(s) involved including, without limitation, adjusting the spreads/commissions available to the Client.

F. Limit the access of the relevant account(s) to streaming, immediately tradable quotes, which may involve offering manual quotations exclusively and obtaining prior

approval from the Company for any Orders submitted.

G. Cancel any trading profits that Company can prove were obtained through the abuse of liquidity during the client relationship.

H. Take away/terminate/cancel or modify any standard and/or customized trading conditions or advantages offered to the Client in accordance to agreement, or restrict trade opening/modification/closing.

I. Company may take any additional action as deemed appropriate.

J. To seize any earnings and/or income obtained either directly or indirectly from such mistakes and/or impose extra charges on the Client in such instances and/or cancel any gains or losses incurred, and reimburse the initial deposit amount, excluding any charges for deposits and withdrawals and/or offset the balances against any unjustified amounts resulting from such errors.

7.3.7. If the Company has reasonable suspicion that the Client is engaging in prohibited trading techniques, such as risk-free profiting or exploiting the internal transfer offering, or if the Client's trading activity indicates a lack of genuine interest in trading or taking market risks, the Company may consider all transactions and profits or losses as invalid. In such cases, the Company reserves the right to close, suspend, or block the Client's accounts, cancel transactions, prevent trade modifications or openings, block or nullify internal transfers, disable withdrawal automations, change leverage, disable EAs, cancel profits, revoke trading conditions or advantages, increase margin requirements, charge daily administration fees on open positions, or take any other appropriate action. Clients are strictly prohibited from opening new trading accounts and trading with the Company. However, if a Client manages to open an account due to technical or human error, the Company reserves the right to close the account immediately, nullify any generated profit or loss, and refund the original deposit amount, excluding any charges for deposits and withdrawals.

7.3.8.   The Company will develop and continue to develop tools to identify fraudulent and unlawful access and usage of the Trading Platform. Any disputes arising from such activities will be resolved solely and at the absolute discretion of the Company, in a manner that is deemed fair to all parties involved. The Company's decision in such matters will be final and binding for all participants. Additionally, it is strictly prohibited to use any software in a way that significantly hampers the performance of the Company's servers and hinders the

provision of optimal service to clients in terms of order execution.

7.3.9. If the Company has a reasonable belief that the Client has utilized or is utilizing any software designed to apply artificial intelligence analysis to the Trading Platform and/or computer system(s), the Company has the authority, at its complete discretion, to implement one or more of the subsequent actions/countermeasures.

A. Restricting and/or blocking the Client's access to Trading Platform in its entirety.

B. Blocking and/or revoking the Access Data and/or Access Codes;

C. Terminating the agreement without delay.

D. Closing the Client Account immediately;

E. Disabling the ability to open, close, or modify trades.

F. Pursuing legal recourse for any damages incurred by the Company.

G. Removing/ending/revoking or personalizing any trading terms or benefits provided to the customer.

In these situations, the Company has the right to take away any profits or revenues earned directly or indirectly from engaging in prohibited trading activities. The Company may also charge the Client additional fees in such cases. Additionally, the Company can inform relevant third parties about the violation of this clause. The Client also acknowledges that the Company can close their Account and liquidate any outstanding contracts or positions. Consequently, the Client will be prohibited from opening new trading Accounts or trading with the Company. However, if the Client can open an Account and trade with the Company due to technical or human error, the Company reserves the right to immediately close the Client's Account, cancel any profit or loss, and refund the original deposit amount (excluding any charges for deposits and withdrawals).

Furthermore, the Client acknowledges and agrees that the Company may liquidate any outstanding contracts or positions the Client has with the Company once the Client's Account has been closed. As a result of the above, the Client will be prohibited from opening any new trading Account(s) or trading with the Company. Nonetheless, the Company reserves the right to immediately close the Client's Account upon identification, nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges, in cases where the Client may successfully open an Account and trade

with the Company due to any technical and/or human error.

7.3.9. If the Company determines that the Client is taking advantage of inefficient or delayed or incorrect price feeds/commissions, or using insider knowledge to predict price movements and manipulate them for trading purposes, the Company reserves the right to take various actions. These actions may include adjusting the prices and spreads provided to the Client, delaying price confirmation or re-quoting the offered price, restricting the Client's access to the Trading Platform and providing only manual quotes, nullifying any profit or loss generated from such trading activities, terminating the relationship with the Client through written notice, changing trading conditions, or restricting the opening/modification/closing of trades.

7.3.10. The Company has the right to disable, enable, or terminate any Virtual Private Server (VPS) provided to the Client at any time, with or without notice. The Company is not obligated to provide any explanation or justification for this action. The VPS may be terminated if the Company believes that the Client's trading strategy poses a threat to the smooth operation of its trading facilities or if the Client is abusing the Company's systems and trading conditions without a genuine interest in market exposure or speculation. This termination can occur regardless of whether the VPS was used during such trading strategies.

7.3.11. Any kind of abusing and/or taking unfair (direct or indirect) advantage of the Company's trading conditions may be a subject of investigation. Should facts of such abuses arise, the profit and/or loss gained with this advantage may be canceled by the Company's sole decision. The Client fully acknowledges this.

8. Client's Money & Account

8.1. Client's Money

8.1.1. The Client will not receive any profits or interest earned on Client money, except for profits obtained from trading Transactions in their Client Account(s) under this Agreement. The Client also surrender any entitlement to interest.

8.1.2. The Client's money can be placed in overnight deposits by the Company, and the Company will be permitted to retain any interest earned.

8.1.3. The funds of both the Company's clients and other clients may be held together in a shared account known as an omnibus account.

8.1.4. The Client's funds may be placed by the Company with a third party, such as an intermediate broker, bank, market, settlement agent, clearing house, OTC counterparty, or payment service provider. This third party may have a security interest, lien, or the right to offset in relation to those funds.

8.1.5. The client's funds may be held by a third party on their behalf. It is important to note that the legal and registration rules governing this third party may differ from those in Juridisction. In the event of the third party's insolvency or any other failure, the treatment of

the client's funds may vary compared to if they were held directly by the company in Juridisction. The company cannot be held responsible for the solvency, actions, or mistakes of any third party mentioned in this paragraph.

8.1.6. The Company may transfer money to a third party who may hold it in a combined account with other clients' or the third party's funds. If the third party becomes insolvent or undergoes similar proceedings, the Company may only have an unsecured claim on behalf of the Client. This exposes the Client to the risk of insufficient funds to cover their claims. The Company is not liable for any resulting losses.

8.1.7. Once the transaction is closed, any profit or loss from trading will be credited or debited in the client account.

8.2. Client's Account

8.2.1. The Company will create a Client Account for the Client to enable CFD trading. The account will be activated once the Client makes a minimum initial deposit as determined by the Company. The required deposit amount may differ based on the type of Client Account and can be found on our Website.

8.2.2. The Company has the option to provide various types of accounts that have distinct features, diverse execution methods, and varying prerequisites. Details regarding the different account types can be found on the Website.

8.2.3. A customer has the option to open multiple trading accounts within a single client account. All terms and conditions related to the client will apply to all accounts, eliminating the need for separate KYC or compliance procedures for each trading account.

8.2.4. If there are multiple trading accounts within 1 client account, the company reserves the right to cancel or deactivate and archive any inactive trading accounts.

8.3. Temporary Block of Client's Account

8.3.1. The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:

> A. If the Client defaults, the Company needs to assess whether an Event of Default has taken place in a reasonable manner.

B. The Company has been notified by a trustworthy source that unauthorized third parties may have obtained the Client's Access Data.

C. The Client's possible unlawful actions or doubtful operations are reported to the Company by a trustworthy source, in accordance with the General Business Terms.

D. During a Force Majeure Event and for as long as the event remains ongoing.

E. An error in the request for the transfer of funds to another account was made by the Client and this resulted in the Company depositing in an incorrect trading account.

F. When it comes to any manual changes in security operations, such as implementing 2FA (2-factor authentication) or change of password due to missing mobile phone,

G. If a compliance-related inquiry is initiated on the client's account as a result of a violation of any terms and conditions.

8.3.2. The Company will review the situation and decide whether to unblock or close the Client's Account during the blocked period.

8.3.3. If the Client Account is closed, the Company has the authority to retain any amount it deems necessary under the general right of lien stated in this Client Agreement. This is to ensure coverage for any potential legally binding claims that may arise in the future concerning the Client. These claims may be based on applicable law, compliance rules, card schemes, acquiring banks, payment processing service providers, payment services operators' requirements, or if mandated by relevant authorities.

8.3.4. The Client can ask the Company to temporarily block their Client Account by sending an email to **Error! Hyperlink reference not valid.** The Company will block the account within 24 hours of receiving the request.

8.3.5. To have the Client Account unblocked by the Company, the Client must either email **Error! Hyperlink reference not valid.** and request the account to be unblocked. The Company will proceed to unblock the Client Account within twenty-four (24) hours upon receiving the request.

8.4. Dormant Clients & Data Archiving

8.4.1. If there are no trades or non-trading operations (including agent operations) on a Client Account with a balance below $10 (or the equivalent amount in the Client Account's currency) for a continuous period of 30 calendar days, the account may be archived.

8.4.2. When the Client Account is archived, all trade on the account will be stored and cannot be recovered. However, if the client requests, the company can provide a record of the requested account's history.

8.4.3. If the Client Account remains inactive for a period of one year or longer, and after sending a notification to the Client's most recent known address, the Company retains the authority to close the Client Account and make it inactive.

8.4.4. If a client requests, an archived account can be restored in accordance with the Client Agreement. The funds in the archived account will still belong to the client, and the Company will keep records and return the funds upon the client's request at any time.

8.4.5. If there are no trades or non-trading activities (including agent operations) and the Client account(s) remains inactive for a period of time determined by the Company, the Company has the right to impose restrictions or limitations on the Client's Personal Area and/or the Client Account(s), or terminate this Agreement immediately without prior notice. If applicable, the Client must comply with the Company's requests for documentation or information to regain full access to their Personal Area and/or Trading Accounts. It is important to note that these limitations or restrictions will not affect the Client's ability to withdraw funds.

8.4.6. If orders placed on an inactive account remain pending on Trading accounts for over 90 calendar days, they may be automatically canceled.

9. Financial Operations

9.1. The Company has the authority to ask the Client for more information and/or documents to verify the origin and/or source of funds deposited into the Client Account. The Company can refuse a deposit or withdrawal if it is not satisfied with the provided and/or collected information and/or documentation.

9.2. The Company reserves the right to decline deposit and withdrawal transactions if the email, telephone number, identity, address, or any other information provided and/or collected is not completely verified or up to date, as determined solely by the Company.

9.3. According to the Company's AML Policy, in order to prevent money laundering or terrorist financing, clients are required to withdraw funds using the same methods they used to deposit funds. If a client used multiple payment methods to deposit funds into their Trading Account, they must withdraw funds using the same payment methods. The proportion of withdraw-able amounts for each method should be directly proportional to the ratio of deposited amounts.

9.4. The Company has the authority to request the Client's full identification information either manually or through automated systems provided by third parties, in order to ensure security and compliance. Additionally, the Company has the right to decline offering its

Services to the Client if they are unable to pass a phone verification process and answer basic questions related to their Personal Area.

9.5. The Client must promptly pay any amount owed to the Company that exceeds the Trading Account Equity when the obligation arises.

9.6. All payment and/or transfer charges may be borne by the Client and the Company shall debit the relevant Client Account for these charges.

9.7. If the Company mistakenly transfers funds to the wrong trading account during a transfer, the requested amount of the transfer will be refunded to the Client by the Company's expense.

9.8. If the Client made an error in the request for transferring funds to another account, causing the Company to deposit into an incorrect trading account, the Client may not receive a refund.

9.9. The payment made by the Client must be in US dollars, Euros, or any other currency accepted by the Company. The payment amount will be converted to the Trading Account Currency based on the prevailing market rate.

9.10. The Client has the flexibility to deposit and withdraw funds into their Client Account at any point during this Agreement by utilizing any of the payment methods provided in the Personal Area, which may vary over time. Details regarding the minimum deposit requirements and withdrawal fees can be accessed in the Personal Area.

9.11. The Client must acknowledge and consent that if they choose a particular payment method for depositing funds, they are required to use the same method for withdrawing funds, unless the Company deems it necessary to make an exception. In cases where multiple payment methods are utilized, the principle of proportionality will be applied. The Company will establish the guidelines and sequence to be adhered to for withdrawals.

9.12. If the Client's funds are not deposited in the Client Account as scheduled, the Client must inform the Company and ask for a transaction investigation to be conducted by the Company. The Client acknowledges that any costs associated with the investigation will be borne by the Client and deducted from their Client Account or paid directly to the third party conducting the investigation. The Client comprehends and agrees that in order to carry out the investigation, they will need to provide the Company with the necessary documents and certificates as requested.

9.13. Deposits

9.13.1. If the type of deposit cannot be processed immediately (such as bank wire), the Client must generate a Deposit Request in their Personal Area. Failing to do so will result in a delay in the deposit.

9.13.2. The creation of Deposit Requests in the Client's Area and ensuring they are filled out correctly and accurately is the sole responsibility of the Client. If this is not done, it may result in a delay in the deposit process.

9.13.3. Deposits made through a third-party or local deposit agent are not accepted or allowed. If a deposit is made through a third-party or local deposit agent, the same method will be used for withdrawal. This means that the customer must use the same third-party or local deposit agent to withdraw the funds. This policy is in place to ensure the safety and security of customer funds. It also ensures that the customer can access their funds on time. This policy is also in place to protect the company from any fraudulent activities that may occur when using third-party or local deposit agents.

9.13.4. Deposits made directly into our official bank accounts or wallets are the complete responsibility of our company. We do not assume any responsibility for third-party deposits.

9.13.5. When depositing funds into a trading account, it is important to ensure that the same method is used for all deposits. For example, if you have deposited funds using USDT (TRC-20), then all other deposits should also be done with USDT (TRC-20). This will ensure that withdrawals are processed quickly and efficiently. Using different methods for deposits can lead to delays in withdrawals. Therefore, it is important to use the same method for all deposits in order to avoid any delays.

9.13.6. The company does not assume any responsibility for deposits made using cash vouchers or external transfers from third parties.

9.13.7. Bank deposits or international remittances may require up to 7 business days to be confirmed, received in the company's account, and verified by the bank. However, the process might take longer than the specified time if any bank compliance measures are necessary.

9.13.8. The Client's Trading Account must be credited with all incoming payments within one business day after the Company has received the funds.

9.13.9. The Company has the right to cover deposit and withdrawal fees imposed by Crypto

Currencies (Blockchain & Provider Fee), Skrill, Perfect Money, or any other payment processors. The Company may choose to charge the Client for such fees in situations deemed appropriate.

9.13.10. Unlawful actions with bank cards and/or bank accounts and/or with any other depositing method, are exceptions to the aforementioned paragraph. In the case of unlawful action(s), the Company may refund the remaining Balance as it deems fit. Should an unlawful action occur, all data may be provided to the bank and/or credit institution and/or payment service provider and or similar as well as to law enforcement agencies and/or authorities.

9.14. Withdrawals

9.14.1. The Company reserves the right to withdraw the Client's funds only to his or her bank account in order to provide financial security for the Client. This means that the Company will not release the Client's funds to any other account or to any other person. The Client must provide the Company with the details of the bank account that the funds should be withdrawn to for the Company to process the withdrawal. The Company is not responsible for any fees or charges that may be applied by the Client's bank for processing the withdrawal. The Company reserves the right to refuse any withdrawal requests that do not meet the set criteria.

9.14.2. Bank withdrawals or International Remittance based withdrawals including Credit Card Payments can take up to 3 - 7 working days as standard processing time. However, it may take more time than the given time due to any compliance issues that may arise during the processing of the withdrawal. This could be due to a variety of reasons such as verification of the account holder, additional security checks, or any other compliance-related issues.

9.14.3. Withdrawals can only be made to the client and not to any third party or anonymous account, as per the agreement.

9.14.4. The Client's withdrawal request may be declined by the Company if they request a specific transfer method, and the Company has the authority to propose an alternative.

9.14.5. In cases where the security type was changed, password changed or 2FA removed manually through Customer Support via email, the Company retains the right to conduct withdrawal(s) after a seven (7) Business Days' period has passed, counting from the moment that the security type was changed. This will be considered as warm up period.

9.14.6. If the Client requests to withdraw funds from the Trading Account, the Company shall pay the specified amount within seven (7) Business Days after the request has been accepted if the following conditions are met:

A. Withdrawal request contains all necessary information

B. The request is to perform funds transfer to the Client's bank account or e-currency account (under no circumstances will payments to third party or anonymous accounts be accepted), and

C. Client's Free Margin exceeds or equals to the amount specified in the withdrawal request including all payment charges.

D. There is in violation of the terms and conditions or this agreement applicable on the client

E. There is no Force Majeure event which prohibits the Company from effecting the withdrawal.

F. The Client has satisfied any requests from the Company in relation to Know your Customer (KYC), etc;

9.14.7. In exceptional cases (such as Force Majeure circumstances, termination of payment system operation, etc.), the Company is entitled to decline the Client's funds withdrawal in any payment system. Such cases shall be considered on a case by case basis.

9.14.8. Withdrawals can only be made to the client and are not allowed to be transferred to a third party or an unidentified account.

9.14.9. The Client's withdrawal request may be rejected by the Company if they request a particular transfer method, and the Company is entitled to propose an alternative.

9.14.10. If more than ninety (90) days have passed since the Client's trading account was funded using a bank card and no funds have been withdrawn during this time, the Client can only withdraw funds to the same bank card or through any other method deemed suitable by the Company.

9.15. Internal or External Transfers

9.15.1. Transferring funds internally, which means moving funds from one trading account to another within the Client Area, is permitted. Users can send funds between accounts based

on the account type and its features.

9.15.2. Transferring funds between client accounts within the Company is not allowed for external parties. However, this feature is available for limited use depending on the account type and status, and can be utilized for individuals known personally such as friends and family.

9.15.3. The Company has the authority to decline any internal or external transfers or limited user from utilizing the transfer feature without giving any justification, based on its own judgment.

9.15.4. The customer can ask for a transfer of money to another trading account of a client as special case, as long as the receiving trading account allows the necessary method for depositing or withdrawing funds. Internal transfers will only be carried out between accounts of the same type, or between different types of accounts if the transfer amount exceeds the minimum initial deposit requirement.

9.16. Company's Funded Account

9.16.1. Settlement of company's funded accounts will be done on the last day of each month and withdrawal of profit share will be distributed after 3 - 7 Business Days as per the agreed terms and conditions.

9.16.2. Withdrawals and other terms for funded accounts may vary, therefore, separate terms and conditions will be provided specifically for withdrawals related to the company's funded accounts.

10. Charges & Commissions

10.1. Charges and Commissions

10.1.1. The Company will receive payment from the Client for the commissions, charges, and other costs specified in the Agreement. The Website of the Company will provide a clear display of all the current commissions, charges, and other costs.

10.1.2. The Company reserves the right to change commissions, charges, and other costs without prior notification. Any modifications to commissions, charges, and other costs will be made available on the Company Website.

10.1.3. The Company is not obligated to reveal any information about the profits, commissions, and other fees it receives from the Client's trading, unless the Agreement specifies otherwise.

10.1.4. The Client agrees to all fees associated with their account as stated in the trading conditions outlined on the Company Website, upon opening an account.

10.1.5. The Company offers certain CFDs that may incur a daily financing fee. The Contract Specifications provide details on the financing charges applicable to various types of CFDs.

10.2. Swap & Swap Free Accounts

10.2.1. The cost of swaps for a specific trade can be calculated by the client using the "Trader Calculator" on the company's website, based on the Contract Specification provided.

10.2.2. Swap operations are conducted daily at 10:00 pm during Winter time and 09:00 pm during Summer Time, based on the time of the Client Terminal, except on weekends. On Wednesday or Friday (depending on the Underlying Asset), at 10:00 pm during Winter time and 09:00 pm during Summer Time, the triple cost of the Swap operation is either added to or deducted from the Client Account. Swap amounts that are less than 0.01 units in the Client's respective account currency will not be credited. Swaps can vary daily and may be subject to additional price adjustments, depending on the Underlying Asset.

10.2.3. The Company has the authority to modify Swaps for any Underlying Asset at any given time, with or without prior notice to the Client. The relevant Swaps will be displayed on the Company's official website, and it is the Client's duty to monitor regularly and stay informed about Swap charges.

10.2.4. The Company has the option to provide Swap free Client Accounts for all Underlying Assets or for specific Underlying Assets. Swap free Client Accounts do not involve any Swap operations, and this applies to Underlying Assets that are not subject to Swaps. The Company reserves the right to modify the list of Underlying Assets eligible for Swap free Client Accounts.

10.2.5.   Some account types and underlying assets specified on the website may be eligible for Swap Free status, depending on the client's eligibility. The company reserves the right to change the eligible account types and underlying assets at its discretion.

10.2.6. Clients from Islamic countries will be deemed eligible for a Swap free Account during the Account Opening process. This eligibility is determined based on the identification information provided by the Client on the Account Opening Application Form.

10.2.7. Clients from non-Islamic countries may be considered eligible for a Swap free status Client Account at the discretion of the Company. The Company has the right to determine the Swap free levels and the eligibility of the Client for these levels, as stated in the Contract Specifications or the Company's Website. The Client may be automatically assigned the Swap free Client Account status and/or Swap free levels, and they cannot decline, modify, or cancel them.

10.2.8. If a client with a Swap free Client Account keeps their floating positions open for an extended period of time to make profits, they will be required to close those positions and Swaps will be applied retrospectively if held more than 30 days a month.

10.2.9. The Company has the authority to cancel, modify, or terminate the Swap free status of the Client's Account and/or Swap free levels at its own discretion and without any prior notice. The Company shall not be held responsible or liable for any consequences arising from this action.

10.2.10. The Company has the authority to activate or deactivate swap free trading for the Client's Trading account at any time, without the need to provide an explanation or justification. This action may be taken if the Company has valid reasons to believe that the Client's trading strategy poses a risk to the smooth operation of its trading facilities, or if the Client is misusing the Company's systems and trading conditions without a genuine interest in market exposure or speculation.

10.2.11. The company has the authority to take action if it identifies any abuse, fraud, or similar activities in a client's Swap-free Account. This includes (a) removing the Swap-free status and applying swaps, (b) retrieving any un-accrued swaps and interest, and (c) closing accounts, invalidating trades, and annulling profits or losses.

10.3. Tax & Value Added Taxes

10.3.1. The responsibility for all filings, tax returns, and reports on any Transactions to be submitted to any relevant authority, governmental or otherwise, as well as the payment of all taxes (including but not limited to any transfer or value-added taxes) related to any Transaction, lies solely with the Client.

10.3.2. We are unable to provide guidance on tax matters, so it is recommended that you seek independent advice. The way Transactions and Charges are taxed may vary depending on your circumstances and the relevant tax laws. Tax laws can change and their interpretation can also vary. Additionally, there may be other taxes and charges for which you are responsible that are not imposed or withheld by us. If you have any uncertainties about the additional taxes and charges that may apply to your trading activities, it is advisable to consult with an independent advisor.

10.3.3. You are obligated to pay all taxes and provide any necessary information to the tax authorities regarding your transactions with us. If we are legally required to share information with tax authorities, we will do so in accordance with our Privacy Policy. Any information or opinions we provide regarding the tax treatment of your transactions should not be relied upon as tax advice.

10.4. Rollover and Offset Instructions

10.4.1. Rollover refers to the extension of the settlement date for an open position in trading. In the forex market, spot trades are typically settled within two business days through physical currency delivery. However, in margin trading, where physical delivery is not involved, all open positions need to be closed at the end of each day (22:00 GMT) and reopened on the next trading day. As a result, the settlement is pushed forward by an additional trading day. This practice is known as rollover.

10.4.2. Rollover is determined by a swap contract, incurring a cost/gain for traders. A fee is charged for each open position held overnight, based on the current inter-bank rate + mark-up. Positions open at 22:00 GMT are subject to rollover, while positions opened after 22:01 are not until the next day. Positions opened at 21:59 incur rollover at 22:00 GMT, with a credit/debit applied to the equity account.

10.4.3. Rollover Fees will be displayed on our Trading Platform & deducted from your Account balance. If unable to collect, we reserve the right to close open positions. You must promptly settle all Rollover Fees.

10.5. Miscellaneous Charges

10.5.1. The company incurs expenses for each trading account, which include infrastructure, operational management, and payment gateway fees. Therefore, if there is no activity on an active account, the company reserves the right to either close or deactivate the inactive account after 90 days. Alternatively, they may apply a monthly charge of $15 for inactivity.

10.5.2. If a client deposits funds and makes a withdrawal without any trade or meeting the minimum trade requirement, a 5% Gateway Fee and a 5% Operation Fee may be applied and deducted from the withdrawal amount.

11. Communication

11.1. In order to communicate with the Client, the Company may use:

     A. Client Terminal internal mail

     B. Email

     C. Telephone

     D. Company's Live Chat

     E. SMS

     F. Mobile push notifications

     G. Web push notifications

     H. Instant messenger services (Viber, Telegram, Facebook Messenger, etc.).

11.2. The company will use contact details provided by the Client whilst opening the Trading Account, & the Client agrees to accept any notices or messages from the Company at any time.

11.3. Any piece of information sent to the Client (documents, notices, confirmations,

statements, etc.) shall be deemed received:

A. Within one hour after an email has been sent if the information has been sent by email

B. Immediately after sending if sent by the Trading Platform internal mail

C. Once the telephone conversation has been finished if contacted by phone

D. Within one hour after it has been posted on the Company News Webpage if posted at the Company's Website.

11.4. On the first day of each month, the Company will send the Client a detailed statement that includes all Transactions of the previous month. The Statement will include the date, description, and amount of each transaction. The Statement will also include a total balance for the month, which will be the sum of all Transactions for the month. The Statement shall be sent by email to the Client's email address on file with the Company..

11.5. Client and Company acknowledge that telephone conversations may be recorded. Instructions and Requests received via telephone will be considered binding, as if received in writing. The Company will own and retain all recordings, which will serve as conclusive evidence of the Instructions, Requests, or any resulting obligations. The Client agrees that the Company may provide transcripts of these recordings to courts, registration bodies, or government authorities. Additionally, all communications including telephone conversations, Electronic Messaging, e-mails, internet conversations (chat), and meetings may be recorded and stored by the Company. These recordings will be considered our exclusive property and accepted by you as definitive evidence of their recorded content. You consent to the Company delivering transcripts of these recordings to any court, registration body, or government authority, particularly in the event of disputes between you and the Company.

12. Dispute resolution

12.1. In case any conflict situation arises when the Client reasonably believes that the Company, because of, any action or failure to act, breaches one or more terms of the Agreement, the Client has the right to file a complaint.

12.2. To file any complaint, the Client should email it to support@Promaxtrading.com

12.3. A complaint MUST contain:

   A. First and last name of the Client (or the company name, if the Client is a legal entity)

   B. Client's login details in the Trading Platform (that is, the Account number)

   C. Details of when the conflict first arose (date and time in the Trading Platform time)

   D. Ticker of the order in question

   E. Description of the conflict situation supported by the reference to the Agreement.

12.4. The complaint MUST NOT contain:

    A. Affective appraisal of the conflict situation

    B. Offensive language

    C. Uncontrolled vocabulary.

12.5. The Company has the right to reject a complaint in cases when:

    A. Any of the above-mentioned provisions are breached

    B. More than 30 (thirty) calendar days have passed since the conflict situation.

12.6. The Claim resolution term can be extended in certain cases if the complexity of the claim requires more time to be resolved. In such cases, the Claim resolution term can be extended up to 30 (thirty) working days. In any case, the Claim resolution term shall not exceed 30 (thirty) working days. All parties involved in the claim resolution process shall be notified of the extension of the Claim resolution term.

13. Server Log & Reports

13.1. The Server Log File is the most reliable source of information in case of any Dispute. The Server Log File has absolute priority over other arguments including the Client Terminal Log File as the Client Terminal Log File does not register every stage of the execution of the Client's Instructions and Requests.

13.2. If the Server Log File has not recorded the relevant information to which the Client refers, the argument based on this reference may not be considered.

13.3. The Company will provide the Client with online access to his Client Account via the Trading Platform, which will provide him with sufficient information, including information on Order(s) status, Client Account status, Balance in the Client Account and trade confirmations in respect of each executed Order.

13.4. Trade confirmations will be available on the Trading Platform before the close of the back office on the Business Day following the day on which the order is executed.

13.5. If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (though the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the day of receipt of the said trade confirmation.

14. Indemnification

14.1. The Company may resolve all Disputes by ONLY:

    A. Crediting/debiting the Client's Trading Account

    B. Reopening erroneously closed positions, and/or

    C. Deleting erroneously opened positions or placed Orders.

14.2. The Company reserves the right to choose the method of Dispute resolution at its sole discretion.

14.3. Disputes not mentioned in the Agreement will be resolved in accordance with the common market practice and at the sole discretion of the Company.

14.4. The Company shall not be liable to the Client if for any reason the Client has received less profit than he or she had hoped for or has incurred a loss because of an uncompleted action which the Client had intended to complete. Thus, the Company will under no circumstances compensate for any 'lost profit'.

14.5. The Company shall not be liable to the Client for any indirect, consequential, or non-financial damage (emotional distress, etc.).

15. Rejection of Complaint

15.1. In case the Client had been notified in advance by the Trading Platform internal mail or some other way of routine maintenance on the Server, complaints made in regard to any un executed Instructions or Requests which are given during such a maintenance period are not accepted. The fact that the Client has not received a notice shall not be a reason to file a complaint.

15.2. Complaints related to the duration of order execution will not be acknowledged.

15.3. No Client complaints will be accepted in regard to the financial results of the orders opened or closed using temporary excess Free Margin on the Trading Account gained because of, a profitable position (cancelled by the Company afterwards) or opened at an off-market quote (spike) or by any other reason.

15.4. In regard to all Disputes, any references by the Client to the Quotes of other companies or information systems cannot be taken into account.

15.5. The Client acknowledges that he or she will not be able to manage the position while the Dispute in regard to this position is being considered and no complaints regarding this matter will be accepted.

16. Force Majeure

16.1. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will in due course take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:

A. Any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, an act of terrorism, war, an act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lockouts) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Instruments

B. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.

C. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Trading Platform;

D. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire,

epidemic or other natural disaster making it impossible for the Company to offer its Services;

E. Labor disputes and lock-out which affect the operations of the Company;

F. Suspension of trading/fixing min/max prices, registration ban (unless caused by Co.), state/self- registering org. decisions, trading platform decisions.

G. A financial services moratorium having been declared by appropriate registration authorities or any other acts or registration of any registration, governmental, or supranational body or authority;

H.Breakdown, failure or malfunction of any electronic, network and communication lines (not due to bad faith/willful default) and DDoS-attacks.

I. Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;

J. The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Underlying Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;

K. Failure of any relevant supplier, fin. inst., broker, liquidity provider, agent/principal, custodian, sub-custodian, dealer, exchange, clearing house, or reg. org. to perform its obligations.

16.2. Company may take steps with or without notice for these Force Majeure Event:

A. Increase margin requirements

B. Close any or all open positions at prices deemed appropriate by the Company in good faith.

C. If the Force Majeure Event renders it impossible or impractical for the Company to comply with any or all terms of the Agreement, the Company may choose to suspend, freeze, or modify their application.

D. The Company may choose to take or not take any other actions it deems reasonably appropriate given the circumstances involving the Company's position.

17. Safety

17.1. The Client will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform. The Client accepts and understands that the Company reserves the right at its sole discretion to terminate or limit his or her access to the Trading Platform if it suspects that he or she allowed such use.

17.2. When using the Trading Platform, the Client will not, whether by act or omission, do anything that will or may violate the integrity of the Platform or cause it to malfunction.

17.3. The Client is permitted to store, display, analyze, modify, reformat, and print the information made available through the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's consent. The Client may not alter, obscure, or remove any copyright, trademark, or any other notices provided on the Trading Platform.

17.4. The Client agrees to keep any Access data secure and confidential and to use it only for the purpose for which it was provided. The Client further agrees not to share, distribute, or otherwise make available any Access data to any third party without the prior written consent of the Provider. The Client is solely responsible for the security and use of any Access data and must ensure that it is not misused or mishandled in anyway. The Client agrees to indemnify and hold the Provider harmless from any claims, losses, damages, liabilities, costs, and expenses arising from any breach of this Agreement.

17.5. The Client further agrees to take all necessary steps to protect the confidentiality of his or her Access Data, including but not limited to changing passwords regularly and not sharing such Access Data with any third parties. The Client also agrees to inform the Company if he immediately or she becomes aware of any unauthorized use of his or her Access Data. The Client further agrees to take all necessary steps to prevent any further unauthorized use of his or her Access Data. The Company reserves the right to suspend or terminate the Client's access to the Services if the Client fails to comply with any of the above obligations.

17.6. The Client agrees to provide any information or documents requested by the Company during the investigation, including but not limited to Access Data, and to respond promptly to any questions or requests for clarification. The Client further agrees to refrain from taking any action that could impede or interfere with the investigation. The Client understands that failure to comply with the Company's investigation may result in disciplinary action, including but not limited to suspension or termination of access to the Company's services.

17.7. The Client accepts that he or she will be liable for all Orders given through and being logged in under his or her Access Data, and any such Orders received by the Company shall be considered as received from the Client.

17.8. The Client acknowledges that the Company bears no responsibility for any unauthorized third persons obtaining access to information, including logins, passwords, electronic currency accounts access, emails, electronic addresses, electronic communication, and personal data, when the above-mentioned information is transmitted using the internet or other network communication facilities, post, telephone, during the oral or written conversation, or using any other means of communication.

17.9 The Client unconditionally guarantees that the source of the funds used for trading with the Company is legal, and the funds were not received as a result of any illegal activity, fraud, money laundering, or from other illegal sources. Failure to comply with this rule will lead to account termination and a report to the authorities in all cases without exceptions. Under no circumstances the Company or its partners and/or subsidiaries will bear any responsibility for any claims or complaints if such a case arises.

18. Miscellaneous

18.1. The Company reserves the right to suspend the Client's Trading Account at any time for any valid reason with or without Written Notice to the Client.

18.2. If the Balance of the Client's Trading Account equals zero, the Company reserves the right to delete such a Trading Account within 30 (thirty) days after the last trading or monetary operation has been performed in this account with or without Written Notice to the Client.

18.3. If a situation not covered by the Agreement arises, the Company will resolve the matter based on good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

18.4. In case any term of the Agreement (or any part of it) shall be held by a court of competent jurisdiction to be unenforceable for any reason, then such term shall to that extent be deemed Severable and not form part of this Agreement. However, the enforceability of the remainder of the Agreement shall not be affected.

18.5. The Client may not assign, charge or otherwise transfer or purport to assign the Client's

rights or obligations under the Agreement without the prior written consent of the Company, and any purported assignment, charge, or transfer in violation of this term shall be voided.

18.6. The Client is entitled to make a request for changing the IB he or she was assigned to, for subscribing to the IB, and unsubscribing from the IB via the Company's Customer Support or by sending the corresponding written request at **Error! Hyperlink reference not valid.** However, the decision on approving this request shall be at the Company's sole discretion.

18.7. The Company is entitled to unsubscribe a Client from an IB at its sole discretion at any moment without any notice.

18.8. Where the Client comprises two or more people, the liabilities and obligations under any agreement with the Company shall be joint and several. Any warning or other notice given to one of the persons who comprise the Client shall be deemed to have been given to all the persons who comprise the Client. Any Order given by one of the persons who comprise the Client shall be deemed to have been given by all the persons who comprise the Client.

18.9. The Client accepts and understands that the Company's official language is English, and the Client should always read and refer to the English version of the Company's Website and this Customer Agreement for all information and disclosures about the Company and its activities. All translations or any information provided in languages other than English on the Company's local websites is for informational purposes only and does not bind the Company or has any legal effect whatsoever. The Company shall not bear any responsibility or liability regarding the correctness of the information in that.

18.10. The Client hereby confirms that they have read and understand the Company's Privacy Policy, Risk Disclosure, Return Policy, AML Policy, and any other documents that the Company may publish. The Client agrees to be bound by the terms of these documents and will abide by them. The Client understands that the Company may change or update these documents at any time, and the Client agrees to be bound by any such changes or updates. The Client acknowledges that failure to comply with these documents may result in legal action against them. The Client also acknowledges that the Company may share information with third parties in accordance with the Privacy Policy. The Client agrees to provide the Company with any information requested in order to comply with applicable laws and registration. The Client also agrees to indemnify and hold the Company harmless from any claims, damages, liabilities, costs and expenses arising out of or related to the Client's failure to comply with these documents.

19. Portfolio & Strategic Partners

19.1. The Investor or Associate of the Strategic Partner recognizes that all investment Funds and Strategies are created and overseen by experienced Portfolio Managers and Strategy Providers who are Strategic Partners and they are independent in their decisions.

19.2. The Portfolio Investor needs to comprehend and accept the risks linked to Investments based on Portfolio Managers or Strategies, which may include possible losses resulting from inadequate diversification or exposure to financial risks such as credit, currency, concentration, or geographical risks.

19.3. The Investor of the Portfolio Manager runs the risk of losing all their investment. The Company does not supervise, assess, or ensure the performance of Funds and Strategies managed by Portfolio Managers and Strategy Providers.

19.4. Portfolio Managers are responsible for managing investments on behalf of their clients, striving to ensure optimal utilization of funds. They are accountable for making sure that investments are handled effectively and efficiently.

19.5. The Company provides an efficient and convenient way for clients to adjust their funds directly with their Portfolio Managers during withdrawals. This direct interaction and flexibility between Portfolio Managers and their clients allows for a more streamlined and personalized experience. The Company facilitates this process by providing a platform for Portfolio Managers to adjust funds with their clients easily and quickly. This platform allows

for a more efficient and secure way to make adjustments, enhancing the relationship between Portfolio Managers and their clients. The direct fund adjustments with Portfolio Managers during withdrawals provide a more flexible and personalized experience for their clients, allowing them to manage their investments better and financial goals.

19.6. Portfolio Managers are responsible for making decisions that will maximize returns for their clients while minimizing risk. They are expected to stay up to date on market trends and changes in the industry, as well as to monitor the performance of their investments. They must also ensure that their clients' portfolios are properly diversified and that their assets are allocated in accordance with their clients' goals and objectives. The Company provides guidance and support to the Portfolio Managers to ensure that their clients' investments are managed in a prudent and effective manner.

19.7. The Company will not be responsible for any failure, intentional or fraudulent actions of a Portfolio Manager and Portfolio Strategy Provider, unless proven that the Company acted with deliberate misconduct or fraud.

19.8. The details about a Fund and Portfolio Manager's Strategy, such as the names and countries of the Investor, Portfolio Manager, and Portfolio Strategy Provider, are not considered confidential. Both parties have access to this information.

19.9. The Portfolio Manager and Strategy Provider's information may be disclosed to the Portfolio Investor and/or Associate by the Company, and vice versa, as determined by the Company.

19.10.   The Company has the authority to terminate, temporarily halt, or suspend the accounts of Portfolio Managers and Portfolio Strategy Providers, as well as Funds, Portfolio Strategies, and Orders, at its discretion, without necessarily providing prior notification.

19.11. Performance statistics for Portfolio Managers, Portfolio Strategy Providers, Funds, or Portfolio Strategies rely on past data. The Company cannot assure future profits or Shared Fees for Associates.

19.12. The Portfolio Manager, Portfolio Strategy Provider, Portfolio Investor, and Associate acknowledge and agree that the Company is authorized to utilize, disclose, and manage information about Portfolio Investments among its affiliated companies and with external entities.

19.13. It is acknowledged that the Portfolio Manager, Portfolio Strategy Provider, Portfolio Investor, and Associate may be affiliated with different companies within the Company's

group. They also acknowledge that their activities may be restricted based on the region.

19.14. The Portfolio Investor acknowledges that they are the rightful owners of the invested funds and that it is not allowed to invest funds from external parties.

19.15. The Portfolio Investor recognizes that the Company does not generate customized assessments of the Portfolio Investors' risk tolerance or investment objectives, and does not have control over investment choices made by the Portfolio Manager and Portfolio Strategy Provider. Strategy Provider, as well as the Company, do not offer customized investment plans or portfolio management tailored to the PM Investor's specific needs and goals.

19.16. The Portfolio Investor acknowledges that the Fund(s) and Portfolio Strategy(ies) are created and overseen by the Portfolio Manager and Portfolio Strategy Provider. The Company solely offers its Portfolio Management platform and applications in accordance with the Operational Agreements.

19.17. The Portfolio Investor acknowledges that the Company will not be held accountable for adhering to the instructions provided by the Portfolio Manager and Portfolio Strategy Provider, and is not required to monitor their trading practices or advice.

19.18. The Portfolio Investor acknowledges that the Portfolio Manager and Portfolio Strategy Provider are not associated with the Company as staff members or representatives, unless there is a partnership or digital affiliate agreement in place.

19.19.   The Portfolio Investor recognizes that the Company has the authority to impose limitations on the trading system's usage by the Portfolio Manager and Portfolio Strategy Provider, although it is not required to do so.

19.20. The Portfolio Investor assumes full responsibility and legal obligation for all directives provided to the Company by the Portfolio Manager and Portfolio Strategy Provider.

20. Social Trading

20.1. The performance of social trading accounts, strategy providers, or copy trading service providers is not guaranteed by the Company. All strategy providers or copy trading service providers will be referred to as strategy providers.

20.2. Details or data related to a Strategy are not considered confidential or personal information within the context of social trading or copy trading systems.

20.3. The Company can close, pause, suspend, or terminate the copying of any account(s) belonging to a Strategy Provider, as well as the Strategy and/or Order of either the Investor or Strategy Provider, at any time, with or without prior notice.

20.4. The performance statistics presented for Strategy Providers and/or Strategies are derived from historical data and the Company cannot assure any profits for the Investor. It is crucial to acknowledge that previous performance is not a dependable predictor of future outcomes. Hence, it is advisable for the Investor to thoroughly examine the actual history and/or performance of a Strategy before making a choice.

20.5. The Strategy Provider recognizes that the Company is authorized to utilize, reveal, and handle information about the Strategy Provider's Strategy within the Company's associated firms, as well as with external firms and consultants.

20.6. The Strategy Provider and the Investor acknowledge and agree that their activities may be limited depending on where they are located geographically.

20.7. The Investor recognizes and agrees that they possess the invested funds and are not allowed to utilize funds from any other external source.