exness

Client Agreement

Exness (BZ) Ltd (FSC of Belize with License Number: 9110312)
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Part A: General Terms And Conditions

1. Introduction

1.1 The Agreement is entered by and between Exness (BZ) Ltd("the Company") on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form (hereinafter called the "Client") on the other part.

1.2 The Company is authorized and regulated by the Financial Services Commission (FSC) of Belize with registration number 000022129 and license number 9110312.

1.3 This Client Agreement with the following documents found on the Company's website (namely "General Business Terms", "Partnership Agreement", "Risk Disclosure and Warnings Notice", "Complaints Procedure for Clients", "Privacy Policy", "Key Facts Statement", "Confidentiality Policy", "Conflict of Interest Policy", "API Terms of Use" and "Bonus Terms and Conditions"), as amended from time to time, (together the "Agreement"), as well as any other documentation that is posted in section "Legal documents" at the website or may be communicated to a Client as a result of his participation in any of the Company's campaigns and/or loyalty programs, set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all CFD activity of the Client with the Company during the course of the Agreement. Without prejudice to the foregoing, any programs, including but not limited to client membership loyalty programs, promotions, or campaigns made available to the Client and published in their personal area shall be deemed automatically accepted by the Client upon publication, unless otherwise specified in the terms and conditions of the respective program.

1.4 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).

1.5 The Company will collect, use, store, and otherwise process personal information of the Client, as set out in the Privacy Policy, as amended from time to time, and available on the Company's website.

2. Interpretation of Terms

2.1 In this document (Client Agreement):

"Access Data" shall mean the login and password or API Keys or Token of the Client, which are required so as to place Orders in CFDs with the Company on the Trading Platform, and any other secret investor passwords, phone passwords or similar, used to access the Personal Area so as to perform non-trading operations.

“Account Opening Application Form” shall mean the application form/questionnaire completed by the Client, on-line on the Company’s Website and/or mobile application(s) and/or in hard copy, in order to apply for the Company’s Services under the Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification, categorization and due diligence, financial profile and appropriateness in accordance with the Applicable Regulations.

“Adjustment Event” means in respect of a product, where the Underlying Asset is an index, any change affecting that index, including but not limited to a modification of its methodology and/or constituents, a change of its name, or the announcement or designation of a successor index.

“Affiliate” shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity that is directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

“Agreement” shall mean this document (Client Agreement) and various documents found on the Company’s website, namely “General Business Terms”, “Partnership Agreement”, “Risk Disclosure and Warnings Notice”, “Key Facts Statement”, “Bonus Terms and Conditions”, “Complaints Procedure for Clients”, as amended from time to time and any subsequent Appendices added thereto.

"API" shall mean the Application Programming Interface made available by the Company, which links a Client's account to execute trades, transmit orders, and perform algorithmic, programmatic, or automated trading operations.

"API Keys" or “Token” shall mean the unique identifiers, access codes, tokens, and security credentials (utilizing API key) that allow a holder to programmatically access the Client’s Account and utilize the API features.

“Applicable Regulations” shall mean (a) rules of a relevant regulatory authority having powers over the Company and/or its activities; (b) the rules of a relevant Underlying Market; and (c) all other applicable laws, rules and regulations of Belize and/or of another jurisdiction applicable to the Company.

“Ask” shall mean the higher price in a Quote at which the price the Client may buy.

“Balance” shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

“Base Currency” shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“Bid” shall mean the lower price in a Quote at which the Client may sell.

“Billing Period” shall mean: a) the period commencing on the date of the creation of a Strategy and ending at the last Friday of the same calendar month at 23:59:59 UTC+0 or b) Each subsequent period which succeeds the last Friday of each calendar month at 23:59:59 UTC+0 or c) any other

period mentioned on the Website and/or any relevant mobile application/s or in other way will be directly communicated by Company to the relevant Clients.

“Business Day” shall mean any day other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other international holidays to be announced on the Company’s Website.

“Client Account” shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Trading Platform, the balance of the Client money and deposit/withdrawal transactions of the Client money.

“Client Money/ Client Funds” shall mean the funds deposited by the Client for the purposes set forth in this Agreement and which Client Money will be segregated from the money of the Company.

“Client Terminal” shall mean the MetaTrader program version 4 or 5, or other platform trading facilities including (but not limited to) web and mobile, which are used by the Client in order to obtain information on Underlying Markets in real-time, make Transactions, place or delete Orders, as well as to receive notices from the Company and keep record of Transactions.

“Closed Position” shall mean the opposite of an Open Position.

“Completed Transaction” shall mean two counter deals of the same size and instrument (opening a position and closing a position): i.e. buy then sell and vice versa in CFD trading.

“Content Guidelines” are the rules and procedures which Strategy Provider shall follow and comply with in relation to the provision of Copy Trading services respectively. The Content Guidelines will be provided by the Company from time to time and will be available on the Company’s Website and/or Copy Trading system.

“Contract for Differences” (“CFD”) shall mean a contract between two parties, typically described as "buyer" and "seller", stipulating that the buyer will pay to the seller the difference between the current value of the price of an Underlying Asset and its value at contract time (if the difference is negative, then the seller pays instead to the buyer). A CFD is a Financial Instrument.

“Contract Specifications” shall mean the principal trading terms in CFD (for example Spread, Trading Commission, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, swap charges, other charges, Partner’s commission/third party commissions etc) for each type of CFD as determined by the Company from time to time.

“Corporate Action” means the occurrence of any of the following in relation to the issuer of any relevant Underlying Asset: (a) any rights, scrip, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity; (b) any acquisition or cancellation of own shares/equities by the issuer; (c) any reduction, subdivision, consolidation or reclassification of share/equity capital; (d) any distribution of cash or shares, including any payment of dividend; (e) a take-over or merger offer; (f) any amalgamation or reconstruction affecting the shares/equities concerned; and/or (g)

any other event which has a diluting or concentrating effect on the market value of the share/equity which is an Underlying Asset.

"Currency of the Client Account" shall mean the currency that the Client Account is denominated in, as available by the Company from time to time.

"Currency Pair" shall mean the quotation of two different currencies, with the value of one currency being quoted against the other in a CFD transaction. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

"Custom Indicators" ("Indicators") shall mean any indicators, scripts, formulas, algorithms, models, tools, or analytical functions created, configured, uploaded, modified, converted, published, or otherwise developed by the Client using the Company's platform and displayed alongside market data, including charts and price feeds.

"Equity" shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:

A. Equity = Balance + (Floating Profit - Floating Loss); and/or
B. Equity= Free Margin + Margin

"Error Quote (Spike)" shall mean an error Quote having the following characteristics:

A. A significant Price Gap; and

B. In a short period of time the price rebounds with a Price Gap; and

C. Before it appears there have been no rapid price movements; and

D. Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

"Event of Default" shall have the meaning given in paragraph 11.1. of PART A of this document (Client Agreement).

"Exchange Control Regulations" shall mean any regulation or controls or restrictions or limitations imposed by any government and/or national bank or other authority on private transactions conducted in foreign currency and/or on the purchase and/or sale of currencies, that aims to restrict the buying and selling of a national currency or to preserve foreign currency reserves. Controls may include a ban on the conversion of the proceeds of certain assets or by certain categories of person, cross border transfer of currencies, an obligation to surrender foreign exchange proceeds to the central or local bank, authorisation requirements, quantitative limits or indirect methods and/or any other restrictions on the free flow of currencies.

"Expert Advisor" shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading

opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops and take profit levels.

“Financial Instrument” shall mean Contracts for Differences.

“Floating Profit/Loss” shall mean current profit/loss on Open Positions calculated at the current Quotes (added any Trading Commissions or fees if applicable) in CFD trading.

“Force Majeure Event” shall have the meaning as set out in paragraph 12.1. of PART A of this document (Client Agreement).

“Free Margin” shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

“Hedged Margin” shall mean the necessary margin required by the Company so as to open and maintain Hedged Positions in CFD trading.

“Hedged Positions” shall mean Long and Short positions of the same size and instrument, opened on the trading account.

“Inactive Account” shall mean the trading account that lacks trading operations or balance operations for a period of time as defined in this Agreement and/or the Company’s Website, (trading operation includes "operations to buy/sell financial instruments, placing, modifying, and deleting pending orders).

“Indicative Quote” shall mean a Quote at which the Company has the right not to accept any instructions or arrange for the execution of any Orders in CFD trading.

“Initial Margin” shall mean the necessary margin required by the Company so as to open a position in CFD trading.

“Instant Execution” shall mean the execution method where the order of the client will be executed at the Client's requested price or will not be executed at all. In the event that the price has changed during the processing request, the client will get a requote. A requote is a notification which tells the Client that his/her requested price is no longer available and gives the client 3 seconds to accept or reject the new price. If they accept the new price, their order will be executed with the new price. If they reject the new price or do not respond to the requote, then the order will not be executed at all.

“Leverage” shall mean a ratio in respect of Transaction Size and Initial Margin in CFD trading. For example, 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

“Long Position” shall mean a buy position that appreciates in value if underlying market prices increase in CFD trading. For example in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“Lot” shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

“Lot Size” shall mean the number Underlying Assets in one Lot in a CFD.

“Margin” shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

“Margin Call” shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

“Margin Level” shall mean the percentage of Equity to Necessary Margin ratio in CFD trading. It is calculated as: Margin Level = (Equity / Necessary Margin) x 100%.

“Market Execution” shall mean any Order from the Client that will be executed at the current price in the market at the moment of Order processing.

“Market Order” shall mean an Order made by the Client for an immediate purchase or sale of a security at the price of the market. This can be described as an Order/instruction by the Client to the Company to fill an order immediately at the present price of that asset in the market.

“Maximum deviation” is a parameter set by the Client on the client's terminal that determines the maximum deviation (in pips) between the execution price and the requested price when opening and closing a position.

“Negative Balance” (“negative balance policy”) shall mean the precautionary measure the Company takes to safeguard the Clients from excessive losses when markets move rapidly against Client’s trades. The negative balance policy ensures that Clients will not lose more money than deposited if Client’s account goes into negative because of Clients’ trading activity.

“Necessary Margin” shall mean the necessary Margin required by the Company so as to maintain Open Positions in CFD trading.

“Open Position” shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction.

“Order” shall mean an instruction from the Client to trade in Financial Instruments.

“Parties” shall mean the parties to this Agreement – the Company and the Client.

“Partner” shall have the meaning given in the Partnership Agreement available on the Website as this is amended from time to time.

“Pending Order” shall mean an Order made by the Client for the selling or buying of a CFD in the future at set conditions. This means a Client's Order to open a position when the price of an asset reaches a certain level.

“Personal Area” shall mean the Client’s personal page on the Company’s Website.

“Personal Data Sharing Disclaimer” (or “Personal Data Sharing Legal Notice”) shall mean the agreement under which the Partner and the Client (and vice versa) consent to share personal data directly for communication purposes, with each party being fully responsible for the exchange of such data, for complying with applicable laws and regulations (including data protection laws) and for safeguarding such data.

“Politically Exposed Persons” shall mean:

A. an individual who is or has been, during the preceding three years, entrusted with a prominent public function in — (i) Belize; or (ii) any other country; or (iii) an international body or organization. For the purpose of this paragraph, prominent public function includes heads of state, heads of government, ministers and other senior politicians, senior government or judicial officials, ambassadors and chargés d'affaires, persons appointed as honorary consuls, high-ranking officers in the armed forces, members of the Boards of Central Banks, members of the Boards of state-owned corporations; and influential political party officials.

B. An immediate family member of a person referred to in paragraph (A) which means a spouse, a partner, that is an individual considered by his or her national law as equivalent to a spouse; children and their spouses or partners; the parents; and the siblings.

C. Persons known to be close associates of such persons as set out under definition (A) which means: (a) any person who is known to have joint beneficial ownership of a legal person, partnership, trust or any other close business relations with that legal person, partnership or trust; and (b) any person who has sole beneficial ownership of a legal person, partnership or trust which is known to have been set up for the benefit of that legal person, partnership or trust.

“Price Gap” shall mean any difference between two prices which is bigger than one minimal price (one point) change.

“Pricing/ Pricing data”, unless the context otherwise requires, shall mean all pricing data received from external pricing sources or generated by the internal pricing engine integrated in our Trading Platform and fed to Client’s Terminal on a real time/delayed/end of day/historical basis, specifying the market prices of the Financial Instruments traded on our Trading Platform.

“Quote” shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

“Quote Currency” shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

“Quotes Base” shall mean Quotes Flow information stored on the Trading Server in CFD trading.

“Quotes Flow” shall mean the stream of Quotes in the Trading Platform for each CFD.

“Services” shall mean the services provided by the Company to the Client as set out in paragraph 4 of PART A hereunder.

“Short Position” shall mean a sell position that appreciates in value if Underlying Market prices fall in CFD trading. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

“Slippage” shall mean the difference between the requested price of a Transaction in a CFD, and the executed price of the said Transaction. Slippage often occurs during periods of higher price volatility (for example due to news events), making an Order at a specific price impossible to execute, when Market Orders and Pending Orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade. Slippage usually occurs in Market Execution and may occur in Instant Execution when maximum deviation is set.

"Stop Out Protection” shall mean a risk-management mechanism offered by the Company under which the Company undertakes to prevent the automatic closure of a Client’s open trading position(s) (“stop out”) that would otherwise occur as a result of increased market volatility, rapid price movements, lower liquidity or pricing uncertainty. Stop Out Protection is intended solely to mitigate the likelihood of forced liquidation but does not guarantee the prevention of losses. This feature may be available only under certain conditions, as detailed on the Company’s website.

“Spread” shall mean the difference between Ask and Bid.

“Swap or Rollover” shall mean the interest added or deducted for holding a position open overnight in CFD trading.

“Trading Commission” shall mean an integral component of the consideration payable for the issue, buying or selling or settlement of a derivative financial instrument. It forms part of the transaction price and is not a consideration for platform, administration, advisory or intermediary service.

“Trading Platform” shall mean the Company’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, Application Programming Interfaces (APIs), all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and delete Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Trading Platform consists of the Trading Server and the Client Terminal.

“Trading Server” shall mean the software server side of the Trading Platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The Trading Server is used to arrange for the execution of the Client’s Orders or instructions or requests, to provide

trading information in real-time mode and historical information about trading activity of the Client (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

“Trailing Stop” shall mean an additional function that could be set and work in Client Terminal and always attached to an Open Position. Only one Trailing Stop can be set for each Open Position. The Order level is set at the specified distance from the current price. If price changes in the more profitable direction, Trailing Stop will make the Stop Loss level follow the price automatically, but if profitability of the position falls, the Stop Loss level will remain unchanged. After each automatic Stop Loss order modification, a record will be made in the Client Terminal journal.

“Transaction” shall mean any CFD Order that has been executed on behalf of the Client under this Agreement.

“Transaction Size” shall mean Lot Size multiplied by the number of Lots in CFD trading.

“Underlying Asset” shall mean the underlying asset in a CFD which may be Currency Pairs, Metals, Futures, Commodities, Indices, Stocks, Cryptocurrencies or any other asset according to the Company’s discretion from time to time.

“Underlying Market” shall mean the relevant market where the Underlying Asset of a CFD is traded.

“Website” when used in this Agreement, unless the context otherwise requires, shall mean the Company’s website at https://www.exness.com or such other website as the Company may maintain from time to time, Mobile and Web Applications, and any Software(s) provided by the Company from time to time under and/or pursuant to the Terms of this Agreement.

“Written Notice” shall mean any notice or communication given either via the Trading Platform and/or internal mail, and/or email, and/or facsimile transmission, and/or post, and/or commercial courier service, and/or air mail and/or to the Company’s Website, as well through the Client’s Personal Area.

2.2 In the Agreement, words importing the singular shall import the plural and vice versa, words importing the masculine shall import the feminine and vice versa and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.3 Paragraph headings in the Agreement are for ease of reference only.

2.4 Any reference in the Agreement to any act and/or regulation and/or law shall be that act or regulation or law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

Important note: Any reference in this Agreement to the “Trading Platform” shall, where the context permits or requires, be deemed to include a reference to the “API” and any infrastructure, servers or data feeds supporting programmatic or automated access. Any access to or use of the API,

including any related infrastructure, servers or data feeds, shall be governed by and subject to the API Terms of Use available on the Website.

3. Client Acceptance and Due Diligence

3.1 It is understood that the Company has a discretion not to accept the Client as its client, and hence refuse to open a Client Account for him and/or refuse to accept any money from him/her and/or refuse to allow the Client to initiate trading activities, until the Client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documentation and all internal Company checks (including without limitation anti-money laundering checks, know-your-client checks, appropriateness tests and other identification procedures) have been fully satisfied. Furthermore the Company retains the right, during the business relationship with the Client, to request at any time any other documentation and/or information from the Client that the Company considers necessary as part of the Company's ongoing monitoring of the Client's activity. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

3.2 The Client upon accepting the documents found on the Company's website which set out the terms upon which the Company will offer Services and has fully satisfied the Company's required identification documentation requirements and been verified, may deposit any amount and in any currency as defined and accepted by the Company from time to time and start trading. The Company reserves the right to define at its absolute discretion and at any time the required identification documentation, the minimum and maximum amount of deposit(s) as well as the time period in which the Client must fully satisfy the Company's required identification documentation requirements and any other relevant ad-hoc request. In this respect, the Client shall be notified with a Written Notice. In the event that, the Client does not fully satisfy the Company's required identification documentation requirements within the time period set by the Company, the Company reserves the right to return any funds deposited back to their origin and impose restrictions in the operation of the Client Accounts including but not limited to restrictions to additional deposits and/or immediately terminate the business relationship with the Client and close the Client Account and/or to proceed to any other action deemed necessary.

4. Services

4.1 Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its discretion offer the following Services to the Client:

A. Receive and transmit Orders of the Client in CFDs.

B. Execute Client Orders in CFDs.

C. Provide safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management.

D. Provide foreign currency services provided they are associated with the provision of the reception and transmission service of paragraph 4.1. (A) and (B) of PART A of this document.

5. Advice and Provision of Information

5.1 The Company will not advise the Client about the merits of a particular Transaction or give the Client any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice, recommendation or proposal in CFDs or the Underlying Markets or Underlying Assets. The Client alone will enter into Transactions and take relevant decisions based on his own judgment. In asking the Company to enter into any Transaction, the Client represents that the Client has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. The Client represents that he has sufficient knowledge, market sophistication, professional advice and/or experience to make his own evaluation of the merits and risks of any Transaction. In the event the Client wishes to proceed further regardless of the level of the suitability of the products traded under this Agreement, and enter into any Transaction with the Company, the Company assumes no fiduciary duty in its relations with the Client.

5.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

5.3 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, training/educational material,news, market commentary or other information but not as a Service. Where it does so:

A. The Company will not be responsible for such information;

B. The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Order and/or Transaction;

C. This information is provided solely for informational purposes, in order to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;

D. 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 will not pass it on to any such person or category of persons;

E. The Client accepts that prior to despatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to

the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

5.4 It is understood that training/educational material,market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

6. Costs and Taxes

6.1 The provision of Services and the performing of both trading and non-trading operations under the Agreement is subject to the payment of charges to the Company (the "Costs"). Costs to the Company are set out in the Company's Website and/or on the Client's Personal Area and/or are communicated to the Client through other means. Costs related to trading operations under the Agreement, may be charged at the opening and/or during the lifetime and/or upon the closing of such trading operations all as described in the Company's Website in the Contract Specifications section and/or on the Client Terminal and/or on the Trading Platform.

6.2 When placing Orders in CFDs, the related Costs may appear relative to the value of the CFD, therefore the Client has the responsibility to understand how Costs are calculated in this case.

6.3 The Company may vary its Costs from time to time. The Company will send a Written Notice to the Client informing of any changes before they come into effect and the latter shall be free to dissolve the contract immediately upon receipt of such Written Notice. In the event that such change is based on a change in interest rates or tax treatment or where there is a valid reason, the Company shall have the right to amend it without prior notice to the Client provided that the Company shall inform the Client at the earliest opportunity and that the latter is free to dissolve the Agreement immediately.

6.4 When providing a Service to a Client, the Company may pay or receive fees,commissions or other monetary or non-monetary benefits to, or from third parties as far as permissible under Applicable Regulations. The Company will provide information on such benefits to the Client if required under Applicable Regulations.

6.5 The Company will not act as tax advisor or agent for the Client. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

6.6 The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.

6.7 The Company may charge the Client for carrying out operations to pay in/withdraw funds. The amount of charge for paying in/ withdrawal of funds depends on factors such as the transaction sum, the type of transaction, the transaction currency, the system of payment etc.

6.8 The Trading Commission and/or the Spreads and/or any other applicable Costs for performing trading operations in Trading Accounts are shown on the Company's Website in the Contract Specifications section and/or on the Client Terminal and/or on the Trading Platform.

6.9 The Company reserves the right to impose and charge the Client an investigation fee for any type of verified or suspected abuse, fraud, prohibited trading activity, chargebacks or violation of any term of this Agreement either against the Company and/or any related third party. The Client agrees that such fees shall be regarded as due and payable immediately to the Company and shall be paid by the Client and deducted from his Client Account. The fee shall comprise the cost incurred by the Company to assess review and resolve any misconduct from the client's end. The fee would never exceed the available balance in the Personal Area including the cancellation of profits incurred by the client throughout the relationship with the Company or for the period the misconduct was identified.

7. Communications and Written Notices

7.1 Unless the contrary is specifically provided in this Agreement, any notice, instruction, request or other communication to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Belize, or airmail if posted outside Belize, or commercial courier service and shall be deemed delivered only when actually received by the Company at:

Exness (BZ) Ltd

Postal Address: 15A Street, Belize City, Belize.

Email: support@exness.com

7.2 In order to communicate with the Client, the Company may use any of the following methods, as determined in its sole discretion:

A. Trading Platform internal mail and/or Client Terminal;

B. Email;

C. Facsimile transmission;

D. Telephone;

E. Live Chat, Chat Bot and other Automated communication Systems;

F. Post;

G. Commercial courier service;

H. Air mail;

I. The Company's Website;

J. Personal Area;

K. Video calls

L. Instant messaging applications and platforms (including but not limited to WhatsApp Business or similar services).

7.3 Any communications sent to the Client (documents, notices, confirmations, statements etc.) are deemed received:

A. If sent by Trading Platform internal mail and/or through Client Terminal, immediately after sending it;

B. If sent by email, within one hour after emailing it;

C. If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the business hours at its destination.

D. If sent by telephone, once the telephone conversation has been finished;

E. If sent by post, seven (7) calendar days after posting it;

F. If sent via commercial courier service, at the date of signing of the document on receipt of such notice;

G. If sent by air mail, five (5) Business Days after the date of their dispatch;

H. If posted on the Company Webpage, within one hour after it has been posted;

I. If posted on the Personal Area, immediately once posted.

7.4 In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

7.5 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

7.6 All transactions and correspondence made of any form (i.e. via telephone, video conferencing, telefax, email, live chat or by use of other electronic communication means) between the Company

and the Client may be recorded. Such records will be retained in physical records or/and in a digital format for a period as may be prescribed by the Applicable Regulations. The recording of our communication may be made with or without the use of a spoken warning, tone, or similar notification to the Client. The Company's recordings shall be and remain sole property of the Company and shall be accepted by the Client as conclusive evidence of the orders, instructions or conversations so recorded. The Client agrees that the Company may deliver copies or transcripts of such recordings to any court, arbitrator, independent auditor, Competent Authority or law enforcement authority, upon request.

7.7 The Client accepts that the Company may, from time to time, for the purpose of administering the terms of the Agreement, and/or to give the Client information about the products or services offered by the Company, and for any other reason as the Company deems necessary, make direct contact with the Client using any of the methods mentioned in paragraph 7.2 of PART A of this document.

7.8 In connection with any of the Services the Company provides, the Company may make interactive online chat support services available to the Client. Through the use of the chat services, the Client may interact with a human representative or the Company's chatbot or an automated bot or another non-human ("Automated Communication Systems"). The Automated Communication Systems are intended for use by individuals over 18 years old and are provided primarily as a convenience to assist the Client in understanding the Services, for general information purposes and to facilitate communication process, and does not constitute financial advice, recommendations or proposals. The chat services are offered "as is" and "as available" basis with no warranty that the chat will be free of fault or error, and the Company accepts no liability for the accuracy, completeness or suitability of information provided or statements made during live chat interactions, including information provided or statements made by the Automated Communication Systems. Company will make reasonable efforts to supply accurate and current information based on the Client's inquiries and needs. Nothing communicated in the Automated Communication Systems will be considered a legal agreement, representation, or warranty as to theServices, processes, decisions, response time, or a consent to use electronic records and/or electronic signatures as a substitute for written documents. The Client should not rely on any chat responses as a basis for making financial decisions. The company disclaims any liability for any actions taken based on information obtained through the Automated Communication Systems. Any personal information shared with the Company when using the Automated Communication Systems shall be processed by the Company in line with the requirements of the applicable data protection law and the Company's Privacy Policy.

7.9 The Client agrees to use the Automated Communication Systems solely within the scope of the functionalities intended by the Company and will not use the system for any other activity and/or to send any abusive, defamatory, dishonest, or obscenes images or messages, including malicious attachments and doing so may result in the termination of the chat service session and/or to be considered as an event of default as a result of which this agreement will be terminated.

7.10 The Client understands that while the Automated Communication System can provide information on account activity, market data, and general information related to the Services offered by the Company, any communication received from the Automated Communication

System, including but not limited to responses, suggestions, or guidance, shall not be construed as personalized financial advice, a recommendation to engage in a particular transaction or strategy, or an endorsement of any particular investment. The Client agrees that they are responsible for their investment decisions and that they should seek personalized advice from qualified professionals before making any financial decisions. The Client acknowledges that they will not rely on the Automated Communication System for making such decisions and that the Company will not be held liable for any actions taken by the Client based on the information provided by the Automated Communication System.

7.11 The Company reserves the right to monitor and review communications through the Automated Communication Systems for quality assurance, compliance with applicable laws and regulations, and for any other business purposes as deemed appropriate by the Company.

8. Confidentiality, Personal Data, Records

8.1 The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third party authentication service providers, other financial institutions and any other providers of registers.

8.2 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose, other than in connection with the provision, administration and improvement of the Services, for research and statistical purposes and for marketing purposes and as provided for under paragraph 8.3. under PART A of this document. Certain data (including personal data) might be used by the Company to diagnose or fix technology problems, security issues and vulnerabilities and disclosed to a third party. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

8.3 The Client agrees that, the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as and to the extent required:

A. Where required by law or a competent court;

B. Where requested by a bank, payment service provider, regulatory/supervisory or other authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;

C. To relevant authorities to investigate suspicion of, or prevent fraud, money laundering or other illegal activity;

D. To execution venues or any third party as necessary to carry out Client instructions or Orders and for purposes ancillary to the provision of the Services;

E. To credit reference and fraud prevention agencies, third party authentication service providers and other financial institutions/brokers for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so, these agencies/parties may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;

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

G. Only to the extent required, to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company to collect, store, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;

H. Only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;

I. To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company;

J. In relation to the Company's vulnerabilities disclosure program;

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

L. At the Client's request or with the Client's consent;

M. To an Affiliate of the Company;

N. To successors or assignees or transferees or buyers, with five (5) Business Days prior Written Notice to the Client, for the purposes of paragraph 19.2 under PART A of this document).

8.4 Clients' rights regarding their personal data and other non-public client data are described at the Privacy Policy and Confidentiality Policy respectively, both available on the Company's website.

9. Amendments

9.1 The Company may upgrade the Personal Area and/or the Client Account and/or the Trading Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client as a result of the change.

9.2 Unless provided differently elsewhere in this Agreement, the Company has the right to amend the terms of the Client Agreement at any time giving to the Client at least five (5) Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in

the notice. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately and without notice.

9.3 Unless provided differently, the Company may change any document which is part of the Agreement, except the present document, without prior notice to the Client.

9.4 This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Agreement at any time. Any later version of this document shall supersede all previous versions.

10. Termination

10.1 The Company may terminate this Agreement at any time and without any cause by giving at least five (5) calendar Days Written Notice to the Client.

10.2 The Company may terminate this Agreement with immediate effect and without prior notice for any good reason such as in an Event of Default of the Client as defined in paragraph 11.1. of PART A of this document.

10.3 Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder.

10.4 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (without limitation):

A. All outstanding Costs and any other amounts payable to the Company;

B. Any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;

C. Any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;

D. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;

E. Any damages which arose during the arrangement or settlement of pending obligations.

10.5 Once notice of termination of this Agreement is sent or upon termination the following shall apply:

A. Subject to any other rights of the Company described herein, the Client will have an obligation to close all his Open Positions and ensure that all funds and balances are appropriately withdrawn

by the termination date. If he fails to do so, upon termination, the Company will have the right at its discretion to:

- close any Open Positions at current Quotes;
- Impose a Termination Handling Fee as described below in section 10.7;

B. The Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;

C. The Company will be entitled to refuse to open new positions for the Client;

D. The Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

10.6 During the Termination notice period any or all the following may apply:

A. The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances with obligations of the Client towards the Company;

B. The Company has the right to close the Client Account(s);

C. The Company has the right to convert any currency into any other currency;

D. The Company has the right to close out the Client's Open Positions at current Quotes;

E. In absence of a pending due diligence query/request, illegal activity or suspected illegal activity, fraud or abuse in the part of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor after all the Client's obligations under this Agreement have been fulfilled, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

10.7 In the event that, subsequent to the termination date of this Agreement any of the Client's Account maintains a balance, the Company shall have the discretionary right to impose a termination handling fee for the handling of post-termination account matters (the "Termination Handling Fee"), as per below:

A. The Termination Handling Fee shall be an one off fee of up to Ten US Dollars (USD $10.00) or the equivalent sum (depending on the Currency of the Client Account). The Company reserves the right to change the one off fee at any given time following the termination as the Company deems necessary;

B. The Termination Handling Fee shall not be imposed if the total available balance in the Client's Account is more than the Termination Handling Fee. The Company reserves the right to impose a Termination Handling Fee on any trading account within the Personal Area.

C. The Company shall have the right to charge the Termination Handling Fee if the Client upon termination of this Agreement has failed to withdraw any remaining balances and/or funds from the Trading Account;

D. The Company reserves the discretionary right to apply the Termination Handling Fee at any given time upon Termination;

10.8 The Company will have the right to terminate this Agreement at any given time with or without prior notice to the Client, in the event the Client has no any Open Positions/ Orders and/or no funds in the Client's Trading Account.

10.9. Notwithstanding any provision herein to the contrary, the Client shall have the right to unilaterally terminate this Agreement at any time and for any reason, pursuant to delivering to the Company a Written Notice five (5) calendar days prior to the intended date of termination. Such termination may only become effective provided that, at the time of the intended termination, there are no open positions or orders or remaining balance on the Client's Account and no outstanding financial or contractual obligations owed by the Client to the Company. The Company at its absolute discretion reserves the right to carry out the termination at any time before the completion of the five (5) calendar days following the Written Notice for termination by Client.

10.10 At the Company's discretion and as part of completion of the termination process under this section, the Client might be provided with an option to waive any remaining balances and/or funds in Client's Account ("Balance Waiver"). In the event that Client elects to exercise this option, it is hereby acknowledged and agreed by the Client that:

A. The Client voluntarily elects to waive and relinquish any and all rights to such balances and/or funds;

B. Upon exercise of Balance Waiver by the Client, the Company will be under no obligation to return or refund the waived balances and releases the Company from any and all claims, demands, or disputes pertaining to the waived balances.

C. Upon exercise of Balance Waiver by the Client, the balance will no longer be deemed customer assets, customer money or customer investments (as defined by the Applicable Regulations) and shall be moved to an account of the Company's choosing.

D. This section shall survive the termination of this Agreement and will be binding upon the Client and the Client's heirs, executors, administrators, legal representatives, and assigns.

E. The Client has read and fully understands the terms of this section, have had the opportunity to seek legal independent advice prior agreeing to it and exercise of Balance Waiver rights and agrees to this section without any duress or undue influence.

11. Default

11.1 Each of the following events constitutes an "Event of Default":

A. The failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;

B. The failure of the Client to perform any obligation due to the Company including but not limited to the obligation of the Client to adhere to the Anti-Money Laundering (AML) Regulations and to submit any identification documentation and/or any other information required by the Company, and/or satisfy any other request for KYC verification, including but not limited to video call verification, and as determined in the Company's sole discretion;

C. If an application is made in respect of the Client pursuant to the Belize' bankruptcy laws or any equivalent act in another jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;

D. The Client is unable to pay the Client's debts when they fall due;

E. The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;

F. Where any representation or warranty made by the Client in paragraph 14 of PART A of this document is, or becomes untrue;

G. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 11.2 of PART A of this document;

H. An action set out in paragraph 11.2 of PART A of this document is required by a competent regulatory authority or body or court;

I. The Client is involved or involves the Company in any type of fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, such risk determined in good faith by the Company;

J. In cases of material violation by the Client of the requirements established by legislation of Belize or other countries, such materiality determined in good faith by the Company;

K. If the Company suspects that the Client is engaged into money laundering activities and/or terrorist financing and/or in any other criminal activities or for any other cases where the Client may involve the Company in any type of fraud or illegality and/or in any activity considered suspicious by the Company;

L. If the Company suspects that Client is engaged in fraudulent and/ or illegal and/or abnormal activities or doubtful operations as further defined in the General Business Terms, and/or any other activities considered suspicious at the Company's discretion;

M. If the Company has reason to suspect that the Client is involved in any kind of credit/debit card fraud including the situation where for any reason a claim, dispute, and/or chargeback is received by any payment service provider and/or method;

N. If the Client infringes and/or violates any internal policies and procedures of the Company in relation to any Event of Default;

O. If the Company suspects that the Client has carried out trading:

(a) which can be characterized as excessive and/or without legitimate intent and/or in bad faith, in order to profit while taking on minimal or no risk;

(b) while relying on price latency and/or arbitrage opportunities/or incorrect or inefficient pricing;

(c) which can be considered in the Company's sole discretion as market abuse and/or market manipulation and/or fraudulent activity and/or inside information and/or prohibited trading techniques;

(d) during abnormal market/trading conditions.

P. For any other circumstance where Company reasonably believes that it is necessary or desirable to take any action in accordance with paragraph 11.2 to protect the Company' s or all or any of its' clients;

Q. If the Company suspects that Client shares any personal data and/or personal information in breach of the Company's privacy policies and/or this Agreement and/ or the Personal Data Sharing Disclaimer;

R. If the client violates or is in breach of any terms, agreements or policies of a related or affiliated entity of the company or a payment processor or digital wallet's provider of the Company. Such violation shall be considered as an Event of Default and the Company shall have the right to take any necessary action, including termination of this Agreement in response to such default;

S. If the Company suspects any Prohibited Actions on the Trading Platform as described in Part C, paragraph 2 below herein.

T. Where any representation or warranty made by the Client in paragraph 14.1 and 14.2 of PART A of this document is, or becomes untrue or the Company suspects that it became untrue and or is in breach of any covenant undertaken under paragraph 14.3 of Part A of this document;

U. If the Company suspects, has reasonable grounds to believe, or identifies that the Client has violated, manipulated, or breached any of the acceptable API Terms of Use available on the Company's Website, or security obligations regarding API access set out in the API Terms of Use.

11.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

A. Temporarily block the Client Account, suspend, deactivate any active API Keys or Token, remove API access completely or restrict access to the Trading Platform and/or accounts of another Client which the Company considers to be involved in suspicious activity, until the Company can determine if an Event of Default has occurred. In case of investigation of Events of Default, the Company may request the Client to provide various documents and the Client is under an obligation to provide such;

B. The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances with obligations of the Client towards the Company;

C. The Company has the right to close the Client Account(s);

D. The Company has the right to convert any currency in the Client Account to another currency at market related rates;

E. The Company has the right to close out the Client's Open Positions at current Quotes;

F. Terminate this Agreement without notice to the Client;

G. Limit and/or restrict and/or ban any deposit payment methods available for the Client from time to time;

H. Increase the Stop Out level or change the required Margin Level of a Trading Account and forcibly close any Client's open positions or stop an account out if Margin Level falls below 100%;

I. The Company has the right to seize and/or reverse and/or cancel any profits/losses that may have been earned/made through Transactions associated with the Client's Account and/or to return solely the initial deposit amount to the Client's Account, excluding any profits that have been generated;

J. The Company has the right to cancel any pending positions;

K. The Company has the right to reject any order of the Client;

L. The Company has the right to freeze and/or suspend amounts in the trading accounts, where it deems such action is necessary to adhere to relevant laws and regulations.

M. To take any actions deemed necessary including but not limited to refuse to the Client to withdraw money from the Client Account until such time as the Event(s) of Default has been resolved or the Client has settled all obligations owing to the Company.

N. The Company reserves the right to freeze and/or suspend and/or deduct on the balances held in the trading accounts of the Client and/or reverse funds, if it determines, at its sole discretion, that actions undertaken by the Client, including but not limited to fraudulent transactions and/or friendly frauds and/or chargeback fraud.

O. The Company has the right to permanently revoke, cancel, or delete any or all API Keys generated by the Client, completely terminate the Client's eligibility for programmatic or automated access, reject any automated instructions transmitted via an API, and adjust, reverse, or nullify any profits reasonably determined by the Company to have been gained through algorithmic latency exploitation or automated system overload.

P. The Company has the right to restrict and/or terminate any access to the API.

12. Force Majeure

12.1 A Force Majeure Event includes without limitation each of the following:

A. 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;

B. 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;

C. Labour disputes and lock-out which affect the operations of the Company;

D. Suspension of trading on an Underlying Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;

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

F. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the company) and DdoS-attacks;

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

H. 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 which affect the ability of the Company to provide the Service.

I. 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;

J. The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

12.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any, or a combination or all of the following steps:

A. Increase Margin requirements without notice;

B. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;

C. Refuse to accept Orders from Clients;

D. Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;

E. Increase Spreads and/or Trading Commissions;

F. Decrease Leverage;

G. Shut down the Trading Platform(s) in case of malfunction for maintenance or to avoid damage;

H. Inactivate the Client Account;

I. Cancel any pending positions;

J. Reject any deposit requests;

K. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.

12.3 Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

13. Limitations of Liability and Indemnity

13.1 In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out in the Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

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

A. Any error or failure in the operation of the Trading Platform;

B. Errors in the settings of Client Terminal, out-of-sequence Client Terminal update, any delay caused by the Client Terminal, the Client not following the instructions on the Client Terminal;

C. Any hardware, software, connection bugs from the Client's side;

D. All Orders placed under the Client's Access Data;

E. Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event;

F. The acts, omissions or negligence of any third party;

G. The solvency, acts or omissions of any third party referred to in paragraph 1.6 of PART B of this document;

H. If a situation referred to in paragraph 1.7 of PART B of this document arises;

I. Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;

J. Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted

between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;

K. Any actions or representations of the Introducer;

L. Currency risk materializing;

M. Occurrence of Slippage;

N. Any of the risks and warnings of the document “Risks Disclosure and Warnings Notice”, found on the Company’s website, materializes;

O. Any changes in the rates of tax;

P. The Client using Trailing Stop and/or Expert Advisor;

Q. The Client’s reliance on Stop Loss Orders;

R. The actions, Orders, instructions, Transactions entered into by the Client under this Agreement;

S. Failure by the Client to provide truthful and complete information and/or documentation.

T. The Client’s use of any feature provided by the Company from time to time, including but not limited to the Custom Indicator feature.

13.3 If the Company incurs any claims, loss, damage, liability, costs or expenses, which may arise as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client’s responsibility to indemnify the Company for such.

13.4 The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement or any Transaction.

13.5 Notwithstanding any provision herein to the contrary, neither the Company nor any third-party provider providing any tools or resources as these are stated in paragraph 2.7 of Part E herein, will be liable for any delay, inaccuracy, error, or omission in the data and/or pricing data delivered to the Client via the Trading Platform and/or Client Terminal.

14. Representations and Warranties

14.1 The Client represents and warrants to the Company the following:

A. The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic and the Client shall inform the Company of any changes;

B. The Client has read and fully understood and undertakes to comply with the terms of this document (Client Agreement) and the various documents found on the Company's website, namely "General Business Terms","Risk Disclosure and Warnings Notice", "Complaints Procedure for Clients", "Privacy Policy", "Confidentiality Policy", "Key Facts Statement", "Conflict of Interest Policy", "Bonus Terms and Conditions" and if applicable the "Partnership Agreement";

C. The Client is duly authorized to enter into the Agreement, to give Orders, instructions and Requests and to perform its obligations thereunder;

D. The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else, and does not act as an investment adviser or investment manager for any other person. The Client is not registered or qualified in any other capacity with any financial markets authority, association or other body. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided that all the documents required by the Company for this purpose are received;

E. The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so;

F. All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;

G. The Client has declared in the Account Opening Application Form, if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;

H. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

I. The Client funds are free of any lien, charge, pledge or other encumbrance;

J. The Client has chosen the particular type of Service and Financial Instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;

K. There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, arising from the Client's nationality or religion;

L. The Client will take into account any information in the Company's advertising materials only in combination with the complete description of the advertised services or promotion published on the Company's website;

M. The Client is over 18 years old;

N. The Client will not use Company's bid and offer prices for any purpose other than for its own trading purposes, and the Client agrees not to redistribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes, except if otherwise previously agreed between the parties;

O. The Client will use the services offered by the Company pursuant to this Agreement in good faith and, to this end, the Client will not use any electronic device, software, algorithm, any trading strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which Company constructs, provides or conveys its' bid or offer prices. In addition, the Client agrees that using any device, software, algorithm, strategy or practice in its dealings with the Company whereby the Client is not subject to any market risk will be evidence that the Client is taking unfair advantage of the Company;

P. The Client acknowledges the contents of the Risk Disclosure and Warning Notice and the Key Facts Statement that are available to the website, and fully understands the important aspects, benefits and risks of the financial services and products offered by the Company.

Q. The Client is the sole individual responsible for initiating, conducting, and executing all trading activities associated with the Client's account, solely for his own personal investment purposes and not in the course of any employment or provision of services..

R. The Client shall not, under any circumstance, allow another individual or entity to conduct Trading Activities on the Client's behalf through the trading account. This includes, but is not limited to, sharing login credentials, or otherwise providing indirect or direct control over the account to any unauthorized third party.

S. The Client acknowledges and affirms that the Company shall bear no liability for any undertakings that are outside of its scope of responsibility, nor will the Company be held responsible or liable for the outcomes of any agreements made by the Client outside of this Agreement, without the Company's knowledge and/or approval and/or outside of the Company's control.

T. The Client represents and warrants that, unless otherwise disclosed to and expressly accepted by the Company, the Client is not registered, authorised or qualified with any financial services regulatory authority, exchange or association, and is not acting or employed in any capacity

that requires such registration in connection with securities, commodities, derivatives, investment advice, investment management, banking or other financial services.

14.2 The Client hereby represents and warrants to the Company that, neither the Client nor, where applicable, any of its directors, employees, beneficial owners, or controlling persons, or any person or entity acting on behalf or at the direction of the Client or exercise a dominant influence over the Client, is a person or entity that is:

A. subject to any sanctions administered or enforced by the United Nations Security Council (UNSC), the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the European Union (EU), Her Majesty's Treasury (HMT) and the Office of Financial Sanctions Implementation (OFSI) (non-exhaustive list) or any other governmental entity imposing sanctions;
B. named on any UNSC, OFAC, EU, HMT/OFSI sanctions lists, or any relevant domestic sanctions list applicable to the Company's jurisdiction, or any other sanctions lists applicable to the transaction.
C. located, organized, or resident in a country or territory that is, or whose government is, the subject of comprehensive or territorial sanctions, including but not limited to Crimea, (including Sevastopol), Donetsk, Luhansk, Zaporizhzhia, Kherson, Cuba, Iran, North Korea, and Syria;
D. involved in, has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities, or any other crimes;
E. otherwise blocked or denied by any governmental authority or international body as a result of engaging in any of the activities described in sub-clauses (a) to (d) above.

14.3 The Client covenants that during the term of this Agreement, it will:

A. immediately notify the Company in writing if the Client or, where applicable, any of its directors, beneficial owners, controlling persons, or any person or entity acting on behalf or at the direction of the Client or exercise a dominant influence over the Client becomes subject to any sanctions or involved in any criminal conduct;
B. not utilize the services provided under this Agreement to engage in, facilitate or support any activities or transactions that are subject to any sanctions or are criminal in nature, or that would cause the Company, directly or indirectly, to breach any applicable sanctions or money laundering regulations.

15. Client Acknowledgements of Risk and Consents

15.1 The Client unreservedly acknowledges and accepts the following:

A. Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he is

willing to undertake this risk. The damages may include loss of all his money and also any additional commissions and other expenses to keep his positions open.

B. CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him as well as for him.

C. CFD Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the Margin requirements.

D. Trading on an electronic Trading Platform carries risks.

E. The risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website.

15.2 The Client agrees and understands that:

A. He will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the CFD, nor ownership thereof or any other interest therein.

B. No interest shall be due on the money that the Company holds in his Client Account.

C. When trading in CFDs the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a regulated Market but over-the-counter (OTC).

15.3 The Client consents to the provision of the information of the Agreement by means of a Website.

15.4 The Client confirms that, he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, policies and information about the nature and risks of investments by posting such information on the Website.

16. Applicable and Governing Law and Applicable Regulations

16.1 All disputes and controversies arising out of, or in connection with the Agreement shall be finally settled in the courts of Belize.

16.2 This Agreement is governed by the Laws of Belize.

16.3 Notwithstanding any other provision of this Agreement, in providing Services to the Client, the Company shall be entitled to take any action as it considers necessary in its absolute discretion, to ensure compliance with the relevant market rules and/or practices and all other applicable laws.

16.4 All transactions on behalf of the Client shall be subject to Applicable Regulations. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of

compliance with the Applicable Regulations in force at the time. Any such measures as may be taken and the Applicable Regulations in force shall be binding on the Client.

16.5 The Client may submit complaints to the Company according to the "Complaints Procedure for Clients" found on the Website. The Company is committed to providing financial services with due skill, care, and diligence in the best interest of our clients. The Company ensures that clients are well-informed about the internal procedures established for complaint resolution, and these details are provided to them in writing.

16.6 The Company is a member of the Financial Commission – (www.financialcommission.org). In the event that the Client and the Company cannot settle any dispute as per the procedures mentioned in paragraph 16.5, the Client is entitled to apply within forty-five (45) days from the date of the incident for resolution of the dispute to the Financial Commission. More information can be found on the Website.

17. Severability

17.1 Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Underlying Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

18. Non-Exercise of Rights

18.1 The Company's failure to seek redress for violations, or to insist upon strict performance of any condition or provision of this Agreement, or its failure to exercise any or part of any right or remedy to which the Company is entitled to under this Agreement, shall not constitute an implied waiver thereof.

19. Assignment

19.1 The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) Business Days prior Written Notice to the Client. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganization of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party.

19.2 It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 19.1 above, the Company shall have the right to disclose and/or transfer all Client information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history), transfer the Client

Account and the Client Money as required, subject to providing at least five (5) Business Days prior Written Notice to the Client.

19.3 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without the prior written consent of the Company.

20. Language

20.1 The Company's official language is the English language and the Client should always read and refer to the main Website here for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English, is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

21. Introducer

21.1 In cases where the Client is introduced to the Company through a third person ("Introducer"), the Client acknowledges that, such Introducer is an independent third party and is not part of the Company and the Company is not responsible or accountable for the conduct, actions and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.

21.2 The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer.

21.3 The Client introduced by a Partner may request at any time to be unlinked from a specific Partner and /or change its Partner and be linked to another Partner. In this event the Company and/or its Affiliates reserve the right, at its/their sole and absolute discretion to proceed with such request.

21.4 The Client acknowledges and agrees that in the event of being referred to the Company by an Introducer through any allowed means:

A. the Client authorizes the Company and the Company is permitted to disclose to the Introducer details of the client's transactions, onboarding status and other related information necessary for the calculation of commissions payable to the Introducer in accordance with the respective agreement. These commissions may be of a fixed or variable nature. However, the Company will not disclose the client's contact or personal information unless authorised by the Client, including where the Client elects to use features that enable the sharing of such information or with the Client's consent, or as otherwise permitted or required under the relevant Personal Data Sharing Legal Notice or any other applicable document, either through the Client's personal area or by other means. The Client further undertakes to comply with the content of the Personal Data Sharing Legal Notice available on the Client's Personal Area.

B. the Company is not responsible for, and will not be held liable for, any guidance, suggestions, or information pertaining to financial, trading, or other activities provided by the Introducer to the Client and the Client hereby understands that any communications from the Introducer may not reflect the positions, ethical standards, or culture of the Company, neither approved by the Company. The Introducer is not acting as the legal agent, representative or employee of the Company.

C. the Client recognizes that, upon sharing its contact details in accordance with paragraph 21.4.A, if the Introducer sends multiple communication requests of a repetitive and unwanted nature, such actions are neither initiated by nor condoned by the Company, and the Company is unable to intervene in these communications or take any action and/or be responsible in this respect.

D. the Client further acknowledges that the Introducer is not an official or authorized representative of the Company and is not empowered to conduct transactions, incur liabilities, create obligations, represent, or bind the Company in any manner. The Company cannot guarantee the substance or context of the Introducer's communications with the Client.

E. the Company will not mediate or resolve any disputes or disagreements between Clients and Introducer, as all interactions occur independently of the Company's internal environment.

F. The Client understands and agrees that the Introducer does not provide investment advice, portfolio management, or personal recommendations on behalf of the Company; and any information shared by the Introducer is general in nature only and must not be relied upon as a basis for making trading or investment decisions.

G. The Client acknowledges that communications from the Introducer may occur through unofficial, private, or informal channels, which are outside the control of the Company. Such communications do not constitute official Company communications.

21.5 The Client acknowledges and agrees that, in reasonable circumstances and for legitimate business, regulatory, operational, or compliance-related reasons, the Company and/or its Affiliates may, at any time and without prior notice, reassign the Client from one Introducer to another, or unlink the Client from an Introducer. Any such reassignment shall not affect the rights or obligations of the Company or the Client under this Agreement and shall not constitute a breach by the Company. For the avoidance of doubt, any reassignment or unlinking carried out by the Company does not create, expand, or imply any responsibility, involvement, or participation by the Company in the relationship, communications, activities, or arrangements between the Client and any Introducer. Such reassignment relates solely to the Company's internal account-administration processes and shall not be construed as the Company exercising control over, participating in, or assuming responsibility for any Client–Introducer relationship. The Company shall not mediate, intervene in, or be held liable for any such relationship, which remains independent of the Company.

21.6 The Client acknowledges that any disclosure of information to the Introducer in accordance with paragraph 21.4.A may involve the transfer of such information to jurisdictions outside the Client's

country of residence. The Client hereby consents to such transfers for the purposes described in this Agreement. The Company shall handle such transfers in accordance with its applicable legal and regulatory obligations.

21.7 The Client acknowledges that trading in financial instruments involves a high level of risk, and the Client remains solely responsible for any investment or trading decisions made. The Company does not accept liability for any losses incurred based on information provided by an Introducer.

21.8 The Client agrees to keep their Access Data confidential and shall not share login details or grant account access to any Introducer or third party. The Company shall not be liable for any loss or damage arising from unauthorized access resulting from such disclosure.

22. Identification

22.1 In order to prevent any unauthorized access to the Client Account, verification of the Client's identity is made for the following non-trading operations:

A. Change Personal Area password

B. Change Security Type

C. Restoring Personal Area password

D. Changing Personal area agent

E. Withdraw funds

F. Change account password

G. Change investor password

22.2 The means of Client identification used by the Company (such as email, sms) and the method of Client Identification is performed according to the "General Business Terms" found on the Company's Website.

22.3 It is understood that the Company shall have the right to suspend execution of the non-trading operations, if the Client's identification data are invalid or incorrect until the Client sends the correct identification data.

23. Currency Conversions

23.1 The Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account (in the event that the Client deposits money in a different currency of that of the Currency of the Client Account) or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made

by the Company at reasonable exchange rates as the Company shall select, having regards to the prevailing market rates. The Company shall be entitled to charge to the Client and obtain from the Client Account, or from the deposited amount, the expenses incurred with regard to currency conversions for the Client, including but not limited to commissions to banks, money transfer fees, commissions to intermediaries etc.

23.2 The Client will bear all foreign currency exchange risk arising from any Transaction or from the exercise by the Company of its rights under the Agreement or any law.

23.3 The Client acknowledges and agrees that the Client shall comply at all times with any Exchange Control Regulations and shall bear any and all risks associated with any Exchange Control Regulations including without limitation with any authorisations required for any cross-border transactions and/or from the breach of such Exchange Control Regulations and/or from any other restriction imposed by the Exchange Control Regulations. The Client hereby irrevocably releases the Company from any future or potential claims arising out of the Exchange Control Regulations and any breach thereof by the Client.

23.4 The Client acknowledges and agrees that where the Currency of the Client Account differs from the Quote Currency of a trade, any profit or loss arising from such trade shall be converted into the Currency of the Client Account at the reasonable exchange rate as determined by the Company, having regards amongst other factors to the prevailing market rates and industry conditions. The exchange rates applied by the Company are dynamic and may be revised from time to time. Where conversions involve less liquid or restricted currencies, the applicable exchange rate may be updated only intermittently and may adjust in discrete steps rather than on a continuous basis. The Client is responsible for monitoring the relevant exchange rates and for ensuring that the Client Account is maintained in a currency appropriate to the Client's needs. The Client shall be solely responsible for ensuring that the account contains sufficient funds to cover for any exchange rate risks.

24. Miscellaneous

24.1 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided in law or in equity.

24.2 Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

24.3 In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

Part B: Client Money And Client Account

1. Client Money

1.1 The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.

1.2 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

1.3 The Company may hold Client money and the money of other clients in the same account (omnibus account).

1.4 Any money that the Company receives from the Client will be held in a separate client money bank account and will be kept segregated from the Company's own funds.

1.5 The Company may deposit Client money with a third party (i.e. intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty or a payment service provider) who may have a security interest, lien or right of set-off in relation to that money.

1.6 Client's money may be held on the Client's behalf with a third party as indicated in point 1.5 above located within or outside Belize. The legal and regulatory regime applying to any such person outside Belize will be different from that of Belize and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in Belize or by the Company directly. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.

1.7 The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from other Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

1.8 It is understood that profit or loss from trading is credited or debited in the Client Account once the Transaction is closed.

2. Lien

2.1 The Company shall have a general lien on all funds held by the Company or its associates or its nominees on the Client's behalf until all Client's obligations are satisfied. Such right of a general lien may be extended and enforced to cover any legally binding claims, either present or future, related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring

banks/payment processing service providers/payment services operators' requirements, as well as if it is required by the relevant authorities.

3. Netting and Set-Off

3.1 If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from law, compliance rules/card schemes/acquiring banks/payment processing service providers/payment services operators' requirements, as well as if it is required by any relevant authorities), then automatically the mutual obligations to make payment are set-off and cancel each other.

3.2 If the aggregate amount payable by one party (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from law, compliance rules/card schemes/acquiring banks/payment processing service providers/ payment services operators requirements, as well as if it is required by any relevant authorities) exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

3.3 The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of termination of the Agreement.

3.4 To the extent permitted under Applicable Law, the Company has the right to deduct (or set-off) any money or liability that the Client owes to the Company from the money to the Trading Account, and/or to close the Client's open positions, whether at a loss or at a profit and subsequently liquidate the Trading Account for the liability payable by the Client. If the Client has more than one Trading Accounts with the Company, the Company has the right to set-off any money or liability that the Client owes to the Company under the Trading Account, from the money available in the Trading Accounts, or from the proceeds of the sale of products that the Company hold for the Client in the accounts.

4. Client Account

4.1 In order to facilitate trading in CFDs, the Company will open a Client Account for the Client, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company in its discretion from time to time. The minimum initial deposit may vary according to the account type of the Client Account. This information is made available on our Website.

4.2 The Company may offer different account types with different characteristics, different methods of execution and different requirements. Information on the various account types is found on the Website.

4.3 If a Client, whose account has been restricted and/or terminated for reasons including but not limited to fraud or unlawful actions or doubtful operations of the Client or in case the Client's trading activity is subject to prohibited trading techniques or in case of Default as described in this Agreement, attempts to open a new account with the Company, the Company reserves the right to:

a. Block the creation of such an account(s).
b. Freeze the funds in the new and/or existing accounts of the Client.
c. Deduct and/or reverse any funds and/or any profits generated due to the above behavior , from the new and/or existing trading accounts of the Client that are deemed to be directly or indirectly linked with any fraudulent or unlawful actions or doubtful operations of the Client.
d. Take any further legal action as deemed necessary to recover any losses or damages incurred by the Company as a result of such activities.

5. Temporary Block of the Client Account

5.1 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. In an Event of Default of the Client according to paragraph 11.2 (a) of PART A of this document and for such time that, the Company reasonably requires to examine if an Event of Default has occurred;

B. After the Client's request to temporarily block the Client Account under paragraph 5.5. of PART B of this Client Agreement;

C. The Company has a reasonable suspicion that the Access Data of the Client may have been received by unauthorized third parties;

D. The Company has a reasonable suspicion of unlawful actions or doubtful operations of the Client, as set out in paragraph 1.4. of the General Business Terms;

E. In a Force Majeure Event and for such duration that the relevant event continues to exist;

F. 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;

5.2 Without prejudice to any other right of the Company, the Client Account shall be unblocked in the following cases:

A. When the Company, in its sole discretion, determines that an Event of Default has not occurred, where the Client Account was temporarily blocked under paragraph 5.1 (a) of PART B of this Client Agreement;

B. When the Client requests from the Company to unblock the Client Account under paragraph 5.6, where the Client Account was temporarily blocked under paragraph 5.1 (b) of PART B of this Client Agreement;

C. When the safety of the Access Data is determined by the Company and/or when the Company issues new Access Data to the Client, where the Client Account was temporarily blocked under paragraph 5.1 (c) of this Client Agreement;

D. When the Company determines that the Client has not engaged into any actions or doubtful operations as set out in the paragraph 1.4 of the General Business Terms, where the Client Account was temporarily blocked under paragraph 5.1 (d) of this Client Agreement;

E. When the Force Majeure event does not exist anymore, where the Client Account was temporarily blocked under paragraph 5.1 (e) of PART B of this Client Agreement.

5.3 During the period for which the Client's Account is blocked, the Company shall examine the circumstances and determine whether the Client Account ought to be either unblocked or closed.

5.4 In case the Client Account is closed, the Company reserves the right to withhold, under the general right of lien under paragraph 2 of Part B of this Client Agreement, for any period the Company considers necessary, any amount it considers appropriate in order to cover any possible legally binding claims that may occur in the future related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing service providers/ payment services operators' requirements, as well as if it is required by any relevant authorities.

5.5 The Client has the right to request the Company to temporarily block his Client Account by sending an email at support@exness.com and/or by calling the Company, with a request to temporarily block the Client Account and giving in both cases the Support PIN. The Company shall block the account within twenty four (24) hours after receiving the said request.

5.6 In order for the Company to unblock the Client Account, which was blocked further to the request of the Client, the Client shall either send email to support@exness.com and/or call the Company with a request to unblock the account and also point out the account phone password. The Company shall unblock the Client Account within twenty four (24) hours after receiving the request.

6. Inactive Client Accounts and Client's Data Archiving

6.1 If, for 3 (three) calendar days, there are no trades or non-trading operations (including agent operations) on a Client Account , then the account may be archived.

6.2 When the Client Account is archived, all trades and/or Client's trading history on the account may be archived. In this event, the Client will have access to all the information through the Client's Personal Area.

6.3 The Company reserves the right to archive and/or remove Client trading accounts and/or associated orders from both active and/or inactive accounts. In this event, the Client may request to

restore the Client's account. All the information with regards to the trading activity of the Client will be available through the Client's Personal Area.

6.4 Without derogation from the rest of the provisions of the Agreement, an account that has been archived in accordance with paragraph 6.1. of Part B of the Client Agreement, may be restored, at the client's request. Money in the archived account, shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

6.5 If there are no trades and/or non-trading operations (including agent operations) and/or the Client account (s) is inactive for a period of time determined in the Company's sole discretion, the Company may impose partial or full scope restrictions/limitations on the Client's Personal Area and/or the Client Account(s) and/or may terminate this Agreement with immediate effect without prior notice. Where applicable, the Client shall be required to follow the Company's requests for documentation and/or information in order to regain full access to his/her Personal Area and/or Trading Accounts. For the avoidance of doubt, the above limitations/restrictions will not impact the Client's ability to withdraw funds.

6.6. If, pending orders placed on an inactive account for more than 30 (thirty) calendar days, may be automatically canceled. The Company reserves the right to cancel any pending orders before the thirty (30) calendar days have elapsed if the Client's account balance is zero and/or has minimal Equity that would otherwise prevent the execution of such.

6.7 Notwithstanding the above, the Company may, at its sole discretion, do not restore certain archived Client Accounts. In such cases, the Client shall not be able to reactivate or restore the archived account. However, the Client shall retain access to all relevant information, including full trading history, through the Client's Personal Area and/or official account statements provided by the Company.

7. Deposits and Withdrawals to/from the Client Account

7.1 The Client may deposit and withdraw funds into the Client Account at any time during the course of this Agreement by using any of the payment methods available in the Personal Area from time to time. Minimum deposit requirements as well as withdrawal commissions can be found in the Personal area. The Company shall not accept third party or anonymous payments in the Client Account.

7.2 The Client shall understand and agree that if he/she uses one method of payment he/she will use the same method to withdraw funds unless different methods are justified in the Company's discretion. If multiple payment methods are being used, then the concept of proportionality shall apply. The Company shall set the requirements and order to be followed for withdrawals.

7.3 The Company shall have the right to request the Client at any time additional information and/or documentation to confirm the origin and/or source of funds deposited into the Client Account. The

Company shall have the right to reject a deposit or a withdrawal of the Client if the Company is not duly satisfied with the information and/or documentation provided and/or collected.

7.4 The Company shall have the right to reject a deposit of the Client if the provisions of the transfer stated in the Personal Area are not followed.

7.5 The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, identity , address and/or other information provided and/or collected is not fully verified by the Company or up to date, with the requirements of such verification vested in the Company's sole discretion.

7.6 If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company as soon as practically possible after the amount is cleared in the relevant account of the Company.

7.7 If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a transaction investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the third party performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

7.8 Without prejudice to the rest of the provisions of this Agreement, the Company will effect withdrawals of Client funds upon the Company receiving a relevant request from the Client entered on the Client's Personal Area.

7.9 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, and unless otherwise specified and determined in this Agreement the Company shall process the transaction request without undue delay and, where feasible, not later than three (3) Business Days, if the following requirements are met:

A. The withdrawal instruction includes all necessary information;

B. The instruction is to make a transfer to the originating account from which the money was originally deposited in the Client Account or in case of disputable situation to an account belonging to the Client. The withdrawal instructions will be processed following submission of the relevant evidence that may delay further the withdrawal process;

C. The account where the transfer is to be made belongs to the Client;

D. At the moment of payment, the Client has available funds in the Client Account that are eligible for withdrawal and equal to or greater than the withdrawal amount, net of any applicable costs and charges in the Client Account;;

E. There is no Force Majeure event and/or Account restrictions which prohibits the Company from effecting the withdrawal.

F. The Client has satisfied any requests from the Company including without limitation in relation to Know your Customer (KYC), and Customer Due Diligence (CDD) procedures etc.;

G. An Event of Default has not occurred.

7.10 It is agreed and understood that withdrawals will only be effected towards the Client. The Company does not permit withdrawals to any third party and/or to an anonymous account.

7.11 The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

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

7.13 In the case of a Client Account being closed, its Balance will be withdrawn proportionally to the accounts, from which deposits were made.

7.14 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.

7.15 In cases where the security type was changed, the Company retains the right to conduct withdrawal(s) after a 24 hours' period has passed, counting from the moment that the security type was changed.

7.16 Without prejudice to the rest of the provisions of the Client Agreement, where a bank card is used as the depositing method, the Company reserves the right to place withdrawal limits in its systems. For additional information regarding such withdrawal limits and withdrawal procedures, please refer to your Personal Area. The Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the transfer period.

7.17 In cases where more than ninety (90) days have elapsed since the Client's trading account was funded by bank card and where during this period no withdrawal of funds has been made from the trading account, withdrawal of funds may be made only to the Client's same bank card and/or in any other method determined appropriate by the Company.

7.18 Without prejudice to the rest of the provisions of the Client Agreement, the Client may send request(s) for funds withdrawal from the Personal Area and the Company shall undertake to send funds to the Client's account, in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of transfer following execution of the withdrawal request.

7.19 The Client may request for a transfer of funds to another trading account, provided the latter trading account supports the relevant fund deposit/withdrawal method. Internal transfer shall be

executed only between accounts of the same type, or between different types of accounts if the transfer amount is greater than the required minimum initial deposit.

7.20 The Company shall process the transfer of funds to another trading account in the currency of that trading account.

7.21 If during the transfer of the funds between trading accounts, the Company accidentally and/or mistakenly, effects the said transfer to an incorrect trading account, the requested amount of the said transfer shall be refunded to the Client at the expense of the Company.

7.22 If 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, the Client may not be refunded.

7.23 Any internal transfer may be declined by the Company without any reasoning in its sole discretion.

7.24 Danibrook Investments Limited, a company under common control with the Company and registered in the Republic of Cyprus with Registration No HE417738 and address at: 28 Octovriou, 243, Christiana Sea View Court, 3rd Floor, Flat 301-302, 3035, Limassol, Cyprus, acts as the payment processor of the Company.

7.25 The Client has the right to withdraw any part of the Client money equal to the free Margin available in the Clients' Trading Account(s), subject to any applicable restrictions regarding its operation, and any other right or limitation on such withdrawal. The Company reserves the right to reject withdrawal request in the event where the Company has reasonable grounds to believe that such request is being placed to abuse the Company's "negative balance policy".

7.26 The Company has the right to refuse and/or delay the withdrawal operations in the event where the Company has reasonable grounds to believe the Client has performed any Prohibited Actions on the Trading Platform as described in Part C, paragraph 2 below herein and/or any Event of Default as described in Part A, paragraph 11 herein.

Part C: The Trading Platform

1. Technical Issues

1.1 The Client is solely responsible for obtaining and/or maintaining compatible equipment necessary to access and use the Trading Platform, which includes at least a personal computer, internet access and telephone and/or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary, in order to ensure his connectivity to the internet.

1.2 The Client represents and warrants that, he has installed and implemented appropriate means of protection relating to the security and integrity of his computer and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Trading Platform or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Company's Trading Platform from his personal computer.

1.3 The Company will not be liable to the Client should his computer system fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

1.4 The Company will not be liable for any such disruptions and/or delays and/or problems in any communication experienced by the Client while using the Trading Platform.

1.5 The Company at its discretion may perform periodic maintenance to ensure the effective operation of the Trading Platform or in cases of emergency which includes without limitation shutting down, restarting and/or refreshing the servers with or without prior notice to the Client. In this respect the Trading Platform might be inaccessible or inoperative and the provision of any Services will be suspended for a period of time. The company will use best endeavors to ensure that the maintenance activity will take place outside trading hours, unless not convenient or in urgent cases. The Client hereby accepts and understands that the Company will bear no responsibility for any loss incurred during maintenance activities, including financial loss or loss of opportunity or loss from any action or omission of the Company or of the Trading Platform provider.

2. Prohibited Actions on the Trading Platform

2.1 The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform and/or computer system(s).

2.2 The Client will use the Trading Platform only for the benefit of his Client Account and not on behalf of any other person.

2.3 It is absolutely prohibited to take any of the following actions:

A. Use any software, which applies artificial intelligence analysis to the Company's system and/or Trading Platform.

B. Intercept, monitor, damage or modify any communication which is not intended for him.

C. Use any type of spider, virus, worm, Trojan-horse, time bomb and/or any other codes and/or instructions that are designed to distort, delete, damage and/or disassemble the Trading Platform and/or the communication system or any system of the Company.

D. Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.

E. Do anything that will, or may violate the integrity of the Company's computer system or Trading Platform or cause such system(s) to malfunction.

F. Take any action that could probably allow the irregular and/or unauthorized access of the Trading Platform.

G. Use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Trading Platform or automate the process of accessing or obtaining such information.

H. Use the Trading Platform in contravention of this Agreement.

2.4 Network issues/delays, iInternet connectivity delays, and price feed errors/ delays, technical errors and other factors can sometimes create a situation whereby the prices displayed on Trading Platform or the Personal Area do not actually reflect accurate and up to date the market rates and/or balances and/or transactions in trading accounts. Trading strategies or other operations aimed at exploiting delays in prices or errors in prices, spreads, trading, commissions, third party commissions, other trading conditions and/or at concluding trades at off-market prices, or any other technical error or taking advantage of these factors are not permissible on the Trading Platform or the Personal Area. The Company reserves the right NOT to permit any abusive exploitation of the Trading Platform and/or connected Services at the Company's absolute discretion; any Transactions that rely on price latency arbitrage opportunities may be revoked, at Company's sole discretion and without prior notice being required.If the Company reasonably suspects based on the Client's trading strategy or other behavior, that Clienthe deliberately and/or systematically exploits or attempts to exploit such errors in prices and/or off-market prices,spreads, trading or third party commissions and/or any other technical error the Company may face as described in this section, the Company is entitled to take one or more of the following countermeasures:

A. Restrict or block the Client's access to the Trading Platform;

B. Terminate the Agreement immediately in accordance to Part A, section 10;

C. Close the Client Account and/or close all accounts involved,including, without limitation all other accounts held by the same account holder and/or accounts of another Client which the Company considers to be involved in the above activity immediately by giving written notice;;

D. Take legal action for any losses suffered by the Company.

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

F. Restrict the access of the involved account(s) to streaming, instantly tradable quotes including, without limitation, providing manual quotations only and submitting any Orders to Company's prior approval;

G. Cancel from the account(s) involved any historic trading profits that Company can document as having been gained through such abuse of liquidity at any time 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 Part E, section 7, or restrict trade opening/modification/closing.

I. Take any other action deemed necessary at Company's discretion.

J. To confiscate any profits and/or revenues earned directly or indirectly from such errors and/or charge the Client additional fees in these cases and/or to nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges and/or to set-off the balances from any unjustified amounts generated from such errors.

K. To refuse to the Client to withdraw money from the Client Account.

2.5 If the Company reasonably suspects based on the Client's trading strategy or other operations, any form of prohibited trading techniques, including but not limited to risk free profiting, Client's account operations that indicate that the Client aims to exploit and/or benefit from the internal transfer offering, Client's trading activity patterns that indicate that the Client solely aims to benefit financially without being genuinely interested in trading the markets and/or in taking market risk, internal hedging within the Client's account and/or in coordination with other parties, exploitation of our 'negative balance' policy, fraud, manipulation, cash-back / bonus arbitrage, trading with the sole aim of generating third party commission, trading exclusively and/or the majority of the volumes during illiquid periods, use EAs or algorithmic trading strategies in bad faith, hedging in bad faith, use of excessive leverage, 'expected' price gap abuse, trading on off-market quotes, accessing, collecting, scraping, extracting, copying, storing, transmitting, redistributing, reselling or otherwise using the Company's market data, price feeds, quotes or other platform data for any purpose other than the Client's own genuine trading with the Company, including for use on or in connection with any third-party or external platform, system, product or service beyond the Company, churning,

overloading the system with orders, multiple account operation which includes (i) accounts operating from the same location, (ii) using/indicating the same IP address / ID / phone number / etc, (iii) multiple accounts displaying the same deposit and withdrawal patterns, (iv) accounts showing similar or identical trading patterns or (v) accounts sharing the same device or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances, Company reserves the right to close/suspend/block (either temporarily or permanently) all of the Client's Accounts and/or the accounts of another Client which the Company considers to be involved in the above activity and/or cancel all Transactions, and/or suspend/ close any trades or prevent their modification / opening, and/or block or cancel or nullify any internal transfers and/or disable withdrawal automations and/or change/decrease the leverage, and/or disable EAs or revoke API Keys or Tokens or remove API access completely, and/or cancel or nullify any profits, and/or take away any standard and/or customized trading conditions or advantages, and/or change/increase the margin requirements charge the trading accounts with a daily administration fee on their open positions and/or any action Company deems appropriate.

In view of the above, Clients will be strictly prohibited from opening any new trading Account(s) and trade with the Company. Nonetheless, in cases where a Client may successfully open an Account and trade with the Company due to any technical and/or human error, Company reserves every right to immediately close Client Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

2.6 The Company has developed, and will continue to develop, any tools necessary to detect fraudulent and/or unlawful access to and use of the Trading Platform; any dispute arising from such fraudulent and/or prohibited trading activity will be resolved by the Company at the Company's sole and absolute discretion, in the manner deemed to be the most fair to all parties involved; that decision will be final and/or binding to all participants. In addition, it is strictly forbidden to use any software in a way that has a significant negative effect on the performance of the Company's servers and prevents the Company from providing the best possible service to the clients with regards to the order execution.

2.7 If the Company reasonably suspects that the Client has used or is using any software, which has as its purpose the application of any kind of artificial intelligence analysis to the Trading Platform and/or computer system(s), the Company, at its absolute discretion, is entitled to take one or more of the following actions/countermeasures:

A. Completely restricting and/or blocking Client's access to the Trading Platform;

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

C. Terminating the agreement immediately;

D. Closing the Client Account immediately;

E. Disabling trade opening and/or closing and/or modification;

F. Taking legal action for any losses suffered by the Company;

G. Taking away/terminating/canceling or customizing any trading conditions or advantages offered to the Client.

Under these circumstances, the Company reserves the right to confiscate any profits and/or revenues earned directly or indirectly by engaging in such prohibited trading activity and/or charge the Client additional fees in these cases. Moreover, the Company shall be entitled to notify any interested third parties of the breach of this paragraph.

Furthermore, the Client acknowledges and agrees that the Company may liquidate any outstanding contracts or positions the Client has with the Company once 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.

2.8 If the Company reasonably determines that the Client either once-off or systematically takes advantage of inefficient or delayed or wrong price feeds / commissions, or uses insider knowledge about the way prices will move, or manipulates the price gaining insight into is moves before they happen, by trading on them, the Company reserves the right among others without limitation to (a) to adjust the price(s) and/or the spread provided to the Client, (b) to delay the price confirmation and/or re-quote the price offered., (c) to restrict Client's access to the Trading Platform and/or provide only manual quotes, (d) to nullify any profit/loss generated, provided that it can document that such trading profits have been obtained as a result of a price(s) abuse at any time during the relationship with the Client., (e) to immediately terminate by way of written notice the relationship with the Client (f) to change trading conditions, (g) to restrict the opening/modification or closing of trades.

2.9 The Company reserves the right to disable and/or enable and/or terminate any Virtual Private Server (VPS) provided to the Client at any given time with or without any notice, without being obliged to provide any explanation or justification, if it has enough reasons to believe that the Client's trading strategy imposes a threat to the Company's smooth operation of its trading facilities or where the Client is abusing the Company's systems and trading conditions without genuine interest in market exposure / speculation and/or for any other reason as specified in this Agreement regardless if VPS was used during such trading strategies.

3. Safety of Access Data

3.1 Client is entitled to Access Data, so as to place Orders from his Client Account and perform various operations. The Client agrees to keep it secret and not to disclose any Access Data to any person.

3.2 The Client may change his Access Data on his Personal Area with the exception of username, email address, phone password.

3.3 The Client should not write down his Access Data. If the Client receives a written notification of his Access Codes, he must destroy the notification immediately.

3.4 The Client agrees to notify the Company immediately if he knows or suspects that his Access Data has or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue the Client with replacement Access Data. The Client will be unable to place any Orders or perform any non-trading operations until he receives the replacement Access Data.

3.5 The Client agrees that he will cooperate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.

3.6 The Client acknowledges that the Company bears no responsibility if unauthorized third persons obtain access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the parties and/or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

3.7 It is agreed and understood that all Orders made via the Trading Platform and non-trading operations on the Personal Area are deemed to have been made by the Client and are binding on the Client.

3.8 The Company will not be held liable for, any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly, arising from but not limited to any unauthorized person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data and unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means and/or Account Takeover (ATO), scams or other fraudulent activities.

3.9 The Client shall further hold the Company harmless from and indemnify the Company for any sustained damages, which the Company may suffer from the Client's failure to protect the security of the Client's Access Data and the Client's failure to prevent any person from any unauthorized access and/or use of the Client's trading account and/or Personal Area. The Client shall further hold the Company harmless in any legal, administrative or arbitral proceedings and expenses related thereto and shall indemnify the Company for all damages, costs and expenses arising as a result of non-compliance with this paragraph.

3.10 The Client acknowledges that the Company has established appropriate security measures to protect the confidentiality and integrity of the Client's trading account and/or Personal Area and Personal Area. However, the Client accepts full responsibility for maintaining the secrecy and security of their account login credentials. In the event that a third party gains unauthorized access to the Client's trading account and/or Personal Area due to the Client's own negligence or failure to safeguard their login information, including but not limited to exposure resulting from phishing attacks, scams, malware, or exploitation of authentication mechanisms of websites or applications associated with the trading account, the Client agrees that the Company shall not be held liable for any losses or damages arising from such unauthorized access.

3.11 The Client is aware that the protection of their account credentials is of paramount importance, and the Client is expected to take all necessary precautions to prevent unauthorized access to the Client's trading account and/or Personal Area. The Company shall not be responsible for any unauthorized transactions or alterations to the Client's account resulting from the Client's failure to secure their login credentials. The Company recommends that the Client regularly updates their passwords to enhance the security of their account.

4. Intellectual Property

4.1 This Agreement does not convey an interest in, or to the Trading Platform but only a limited, non-exclusive right of use of the Trading Platform according to the terms of this Agreement.

4.2 Nothing in this Agreement constitutes a waiver of the Company’s or any other third party’s intellectual property rights. Without limiting the generality of the foregoing, the Company owns all rights, title, and interest in and to the Trading Platform, the content and all output and executables of the Trading Platform. Except to the limited extent expressly provided in this Agreement, the Client shall not acquire any right, title, or interest (including, without limitation, any implied license) in or to any property of the Company, and all rights not expressly granted herein are deemed withheld.

4.3 The Client is permitted to store, display, analyze, modify, reformat and print the information made available to him through the Website or the Trading Platform or the API. 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 express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. For the avoidance of doubt, this Agreement does not include or convey any right for the Client to use any trademark, service mark, trade name, or any other proprietary mark of the Company.

4.4 The Client hereby agrees not to reproduce, duplicate, copy, modify, repair, develop or re-sell any part of the Trading Platform.

Part D: Trading Terms

1. Execution

1.1 The trading procedures of the Company (including but not limited to the types of Orders and way of execution) are detailed in the document "General Business Terms" found on the Company's Website.

1.2 It is understood that in relation to individual transactions, depending on the type of Client Account held by each Client, the Company will either be executing Orders as a counterparty in the particular transaction in which case the Company will be the execution venue or it will be transmitting the Orders for execution to a third party (known as Straight Through Processing, STP), in which case the Company will not be acting as a counterparty in the transaction and the execution venue will be a third party.

1.3 Orders are placed by the Client with the Company, with the use of Access Data on the Trading Platform, through the Client's compatible personal computer connected to the internet. The Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.

1.4 The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. It is agreed that if the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. The Company assumes no fiduciary duties towards the Client. It is the Client's responsibility to monitor his positions at all times.

1.5. The Client acknowledges and agrees that the Company has the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of any Services, or the access to any Service, to change the nature, composition or availability of any Service, to impose trade exposure limitations or to change the limits set on the trading conducted by the Client through any trading platform on any / all Accounts.

2. Decline of Client's Orders, Requests and Instructions

2.1 Without prejudice to any other provisions herein, the Company is entitled to decline or refuse to accept and/or transmit or arrange for the execution of any Order of the Client in CFDs, for any good reason including but not limited in any of the following cases as applicable to CFDs:

A. If the Order precedes the first Quote in the Trading Platform on the market opening;

B. Under abnormal market conditions;

C. If the Client has recently made an unreasonable number of requests in comparison to the number of Transactions;

D. If the Client's Free Margin is less than the Initial Margin or the Necessary Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;

E. It is impossible to proceed with an Order due to its size or price, or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Order, or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or it is impossible for the Order to be executed due to the conditions of the relevant Underlying Market;

F. Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;

G. In consequence of any request made by the regulatory and/or supervisory authorities of Belize and/or further to a court order;

H. Where the legality or genuineness of the Order is under doubt;

I. There is an absence of essential detail of the Order or the Order is not clear or has more than one interpretation;

J. The Transaction Size is less than the minimum Transaction Size for the particular CFD as indicated in the Contract Specifications;

K. A Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);

L. Internet connection or communications are disrupted;

M. A Force Majeure Event has occurred;

N. In a suspected or actual Event of Default of the Client;

O. The Company has sent a notice of Termination of the Agreement to the Client;

P. The Client has failed to meet a Margin Call of the Company;

Q. The Client Account is temporarily blocked or is closed;

R. If any prohibited actions and/or prohibited trading techniques occurred on the trading platform, as further explained in Part C Section 2 herein above.

3. Margin Requirements

3.1 The Client must deposit and maintain the Initial Margin and/or Hedged Margin in the amount established by the Company at the time the position is opened.

3.2 Client shall maintain, without notice or demand by the Company, sufficient equity in Client's account at all times to continuously meet Margin Requirements. The Client must at all times satisfy the Margin Requirements calculated by the Company. It is the Client's responsibility to ensure that he/she understands how Margin is calculated.

3.3 The Company, subject to Applicable Regulations, will be entitled to increase or decrease, adjust, modify, introduce the Margin requirements for any or all clients for any open or new positions at any time, in the Company's sole discretion with or without prior notice. Any increase in Margin Requirements will be due and payable immediately on the Company's demand. The Company will only increase or decrease, adjust, modify, introduce Margin requirements where the Company reasonably considers it necessary or desirable, for example but without limitation, in response to or in anticipation of any of the following:

A. An Event of Default;
B. A change in the market to which your margined transactions relate or in the financial markets more generally;
C. Upcoming Economic news and/or market news and/or periods of market/high volatility which may adversely impact any margined positions;
D. When Client changes the trading pattern/activity with the Company and/or an Affiliate company such that the Company determines in its reasonable discretion further margin is required in order to manage the risks associated with the Clients' transactions;
E. Clients' exposure to the Company and/or an Affiliate company being concentrated in a particular currency pair or underlying instrument.

It is the Client's sole responsibility to monitor Client's account so that at all times the account contains sufficient equity to meet Margin Requirements. The Company may reject any order if Client's account has insufficient equity to meet Margin Requirements, and may delay processing of any order while determining the margin status of the account. The Client hereby acknowledges and agrees that, in accordance to the Client's level of trading activity as well as the prevailing market risks, there may be instances where increased/higher margin requirements are applicable and vice versa. Information about the Client's status in relation to the higher margin requirements is published in the Client's Personal Area, and/or Client's Terminal and/or on the Company's Website.

3.4 Lower Margin requirements for a specific Financial Instrument apply to all positions opened for this Financial Instrument.

3.5 The Company reserves the right to increase or decrease the size of Margin requirements, before the close and/or after the open of the market, around trading breaks, weekends and holidays.

Information about the time frames during which increased Margin requirements are in effect is published in the Client's Personal Area, and/or Client's Terminal and/or on the Company's Website.

3.6 Increasing the amount of hedging in trading accounts (and for the Underlying Assets that are subject to Hedged Margin) will result in a reduction of Margin requirements for new hedging orders.

3.7 Reducing the amount of hedging in trading accounts (and for the Underlying Assets that are subject to Hedged Margin) is treated as opening a new position and will result in a proportional (based on the amount) change in Margin requirements on previously opened positions for the corresponding financial instrument.

3.8 The Margin requirements applicable to the different CFDs can be found in the Contract Specifications section on the Website at https://www.exness.com/contractspecifications/. If at any time the Equity falls below a certain percentage of the Necessary Margin, 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 any prior Written Notice to him. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account, at reasonable exchange rates as the Company will select, having regards to the prevailing market rates.

3.9 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.

3.10 The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.

3.11 Margin must be paid in monetary funds in the Currency of the Client Account.

3.12 The Company at its absolute discretion, at any time with or without prior Written Notice, may increase the Stop Out level or change the required Margin of a Trading Account, and may forcibly close any Client's open positions or Stop Out their positions or the whole trading account if Margin Level falls below 100%.

3.13. Pursuant to the Company's risk thresholds as internally defined by the Company depending on the Client's trading activity and for the Client's protection, the Company reserves the right, at its sole discretion, to undertake any of the following actions, which include but are not limited to: (a) refusing to accept new orders from Clients, in whole or in part; (b) suspending internal transfers by Clients; and (c) suspending withdrawals by Clients for a limited period as defined by the Company.

4. Trailing Stop, Expert Advisor and Stop Loss Orders

4.1 The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor and/or any other automated processes are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever. The Company reserves the right to accept or reject at its own discretion the use of additional functions of the Client Trading Terminal and in case these additional functions affect the reliability and/or smooth operation and/or the stability of the Company's Trading Platform to immediately terminate by way of written notice the relationship with the Client and/or take any actions deemed appropriate.

4.2 The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

5. Trade Confirmations and Reporting

5.1 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.

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

5.3 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.

6. Custom Indicators

6.1 The Client agrees that Custom Indicators are created based on user-provided code and are provided solely for informational and educational purposes. Indicators do not constitute investment advice, investment research, a recommendation, or an offer to buy or sell any financial instrument. The Company provides an execution-only service and does not assess the suitability or appropriateness of any Indicator, strategy, or trading activity.

6.2 The Client acknowledges and agrees that Indicators constitute user-generated content and that the Client is solely responsible for: (i) the design, code, logic, specifications, functionality, outputs, signals, calculations, interpretations, and operation of any Indicator; (ii) independently testing, validating, monitoring, and vetting all Indicators in a safe, non-production environment prior to live

use; and (iii) all trading decisions, strategies, executions, automated activity, and outcomes arising from or related to any Indicator. The Company does not design, review, verify, validate, monitor, or guarantee any Indicator, user-provided code, specifications, calculations, outputs, or strategies.

6.3 The Client agrees that use of Indicators involves substantial and inherent risks, including but not limited to market volatility, liquidity risk, slippage, execution delays or failures, platform outages, infrastructure failures, latency, connectivity interruptions, delayed or inaccurate market data or data feeds, erroneous calculations, misleading outputs, unexpected Indicator behavior, and external events such as geopolitical developments, economic announcements, high-impact news events, or data releases. Past performance, hypothetical results, back-tested performance, simulations, or Indicator outputs are not indicative of future results or performance.

6.4 The Client acknowledges that there is no warranty or guarantee that any conversion, implementation, or operation of user-provided code into a Custom Indicator will be error-free, secure, uninterrupted, bug-free, compatible with all systems or platforms, or capable of achieving any particular trading result or outcome. To the fullest extent permitted by applicable law, all Indicators and related functionality are provided on an “as is” and “as available” basis, and the Company disclaims all warranties, express or implied, including warranties of accuracy, completeness, reliability, merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability, or compatibility.

6.5 The Company shall not be liable for: (i) conversion-introduced functional errors; (ii) defects, inaccuracies, omissions, vulnerabilities, or infringements in the Client’s code, materials, or specifications; (iii) coding defects, incompatibilities, interruptions, or unexpected Indicator behavior; (iv) failures, inaccuracies, interruptions, or deficiencies relating to third-party software, infrastructure, components, or data providers; or (v) any losses, liabilities, damages, costs, expenses, loss of profits, or loss of capital arising from or related to any Indicator, trading activity, or use of the platform.

6.6 Unless expressly authorised in writing by the Company, Indicators and related platform data are intended solely for personal visualisation and use within the platform and may not be used for: (i) automated or algorithmic trading, including trading bots; (ii) integration with external systems, software, or APIs; (iii) machine-driven or automated decision-making; or (iv) extracting, copying, redistributing, sublicensing, commercialising, or reselling platform data or Indicator outputs. The Client further agrees not to use Indicators in violation of applicable laws or regulations, to manipulate markets or platform functionality, or to make misleading or unsubstantiated performance claims.

6.7 The Client retains any intellectual property rights the Client may hold in submitted code and Indicators. By creating, uploading, publishing, or sharing any Indicator, code, or related materials, the Client grants the Company a worldwide, non-exclusive, royalty-free, irrevocable, perpetual licence to host, process, reproduce, display, distribute, and make available such materials in connection with operation, maintenance, security, improvement, and provision of the platform.

6.8 The Client represents and warrants that any code, materials, specifications, data, or other content submitted to the Company do not infringe, misappropriate, or otherwise violate any

intellectual property, proprietary, confidentiality, or other rights of any third party. The Client agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, employees, contractors, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising out of or relating to any allegation that Client-supplied materials infringe or violate any third-party rights.

6.9 The Company reserves the right, at its sole discretion and at any time, to refuse, suspend, restrict, modify, remove, disable, discontinue, or terminate any Indicator, conversion process, functionality, or access to the platform for any lawful reason, including security, technical, regulatory, compliance, abuse, or intellectual property concerns, or where necessary to protect system integrity or other users. The Company shall not be liable for any loss or damage arising from such actions.

Part E: CFD Trading Terms

1. CFD Order Execution

1.1 Orders can be placed, executed and (if allowed) changed or removed within the trading hours for each CFD appearing on the Company's Website, as amended by the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

1.2 The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any CFD out of normal trading hours which appear on the Company's Website.

1.3 Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Client Account Equity reaches zero and/or for any other justifiable reason.

1.4 Orders cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.

1.5 The Client may change the expiration date of Pending Orders.

2. Quotes

2.1 The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

2.2 It is hereby acknowledged and understood that any Quotes displayed on the Trading Platform and/or Client's Terminal are considered indicative at the time of display and may not be up-to-date with the real-time pricing, owing to various factors beyond the Company's control, including but not limited to, technical conditions such as the transfer rate of data networks, the quality of internet connection which affects the time it takes for the price to reach Trading Platform and/or Client's Terminal after it leaves Company's servers, and rapid market fluctuations. Despite Company's efforts to promptly update all Quotes in the Trading Platform and/or Client's Terminal for real-time accuracy, these factors, and any other factor beyond the Company's control, may lead to the

Trading Platform and/or Client's Terminal showing a stale Quote, and due to this, slippage may also be observed.

2.3 In the event that the Company is unable to proceed with the execution of an Order, with regard to its price or size or for any other reason, the Company may send a re-quote to the Client with the price it is willing to deal.

2.4 The Company will delete Error Quotes (Spikes) from the Trading Server's Quotes Base.

2.5 The Company has the right not to provide Quotes and not execute Orders in case when the price of Underlying Asset becomes negative.

2.6 It is acknowledged that whilst the Quotes displayed on Trading Platform and/or Client's Terminal take into account a variety of factors including market data from various third party external reference sources, they are not taken directly and/or exclusively from one source, and therefore such Quotes may not match Quotes that Client sees elsewhere (including the Quotes of other third trading entities). It is also acknowledged that all prices shown on the Trading Platform and/or Client Terminal are indicative and are subject to constant changes.

2.7 The Client acknowledges and agrees that it is the Client's sole responsibility to actively monitor the Pricing Data, market information, and account positions through the Trading Platforms and Client Terminal. While the Company may provide various trading tools, systems, alerts, and third-party resources to assist the Client in trading activities, the Client should not solely rely on such tools or resources. The Client acknowledges that these tools are provided on an "as is" basis, and the availability and accuracy of such tools cannot be guaranteed. The Company shall not be held liable for any losses, damages, or claims arising from the Client's reliance on any tools or resources provided by the Company and/or any third party. The Client further agrees that the Company shall not be responsible for the failure, malfunction, or unavailability of such tools or resources, and it is the Client's responsibility to remain informed of market conditions and to manage their trading activities accordingly.

2.8 In the event of pricing uncertainty in the market, including but not limited to the absence of pricing from third-party providers, unusually wide spreads, zero or inverted spreads (bid prices exceed ask prices), negative prices, price interruptions (gaps), poor quality feed(s), or discrepancies in price levels across liquidity pools that exceed predefined internal thresholds, the Company reserves the right to widen spreads, limit certain types of execution, or suspend or interrupt pricing to protect clients from having their trades executed at untrusted prices. This may result in pricing gaps or the alteration of standard market opening and closing times. The Company commits to employing all reasonable measures, including but not limited to sourcing from multiple third-party providers and utilizing automated systems, to ascertain an accurate market price at any given moment. However, instances may occur due to external market factors beyond the Company's control. The Company shall not be liable for any losses or damages arising from these market conditions or the measures taken in response, except in cases of negligence or willful misconduct by the Company.

3. Leverage

3.1 The Company has the right to change the Client Account leverage (higher or lower) without prior notice according to the conditions described on the Website of the Company at www.exness.com/leverage.

3.2 An automatic change in Leverage pursuant to the rules established by the Company, as well as a change in Leverage made by the Client through his/her Personal Area will result in a recalculation of the Margin requirements for all of the Client's positions.

3.3 The Company has the right:

A. To set the leverage on the Client's trading account at no more than 1:200, 3 (three) hours before market closing before weekends and holidays, if the trading account's current leverage exceeds 1:200. This change will affect the transactions to be opened within the aforementioned time period of 3 (three) hours.

B. To limit the size of the offered leverage and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.

3.4 The information about leverage changing is in the Personal Area. If the information on the Website contradicts information in the Personal Area, the priority is information in the Personal Area.

4. Financing Charges

4.1 Some CFDs available with the Company may have a daily financing charge. Financing Charges for different types of CFDs appear in the Contract Specifications.

5. Swaps and Swap Free Accounts

5.1 Swaps are calculated according to the Contract Specification found on the Company's Website. The Client may use the "Trader Calculator" on the Website in order to calculate the cost of Swap for a specific trade.

5.2 Where applicable, swap operations are carried out daily at 10:00 pm during Winter time and 09:00 pm during Summer Time according to the time of the Client Terminal, except on Saturday and Sunday. At 10:00 pm during Winter time and 09:00 pm during Summer Time on Wednesday or on Thursday or on Friday (depending on the Underlying Asset), the triple cost of the Swap operation is added to/charged off the Client Account. Swap amounts less than 0.01 units in the Client's respective account currency will not be credited. Swaps may change daily and might be subject to additional price adjustments (depending on the Underlying Asset). Please be advised that the swap schedule

may be subject to change as a result of public or bank holidays. Please refer to the Company's Website for more information.

5.3 The Company maintains the right to change Swaps for any Underlying Asset at any time with or without prior notification to the Client. The applicable Swaps will be reflected on the Company's official website and it is the Client's responsibility to monitor and always be aware of Swap charges.

5.4 The Company may offer Swap free Client Accounts for all Underlying Assets and/or Swap free Client Accounts for specified Underlying Assets. Swap operation is not performed on Swap free Client Accounts and/or on Underlying Assets not subject to Swaps. The Company in its discretion may change the Underlying Assets available for Swap free Client Accounts.

5.5 Not all account types may be Swap free Client Accounts. Only those account types and/or Underlying Assets specified on the website from time to time may be Swap Free provided that the Client is eligible for Swap free status in accordance with paragraph 5.6 and 5.7 of Part E below. Moreover, the Company may in its sole discretion change the account types and/or the Underlying Assets eligible for Swap free status.

5.6 During the Account Opening process, Clients from Islamic Countries and/or having Islamic/Muslim religious beliefs will be considered eligible for a Swap-free Account. This is determined by the Company at its sole discretion, in accordance with the identification information and/or the phone number and/or proof of religion of the Client on the Account Opening Application Form and/or other documentation requested by the Company from time to time. The Company reserves the right at any given time to suspend Swap-Free status or deny or remove it if the client does not originate and/or resides in an Islamic country and/or does not satisfy Islamic/Muslim religious beliefs and/or other conditions imposed by the Company from time to time.

5.7 At the Company's discretion, Clients from non-Islamic Countries might be considered as eligible for a Swap free status Client Account. In such a case, Company retains the right to define from time to time the Swap free levels and Client's eligibility for these levels as these shall be stated in the Contract Specifications or the Company's Website. Swap free Client Account status and/or Swap free levels might be automatically assigned to the Client at the Company's discretion and Client shall not have the right to decline, modify or cancel any of them. The Company reserves the right to change, modify or cancel the Swap free Client Account and/or Swap free levels at its discretion at any time.

5.8 Subject to paragraph 5.3 of Part E of the Client Agreement, If the Client has a Swap free Client Account, no Swaps or roll over charges will be applied to trading positions overnight. Any charges applicable to Swap free Client Accounts appear in the Contract Specifications or on the Company's Website.

5.9 All the provisions herein in this entire Agreement apply to Swap free Client Accounts save any mentions to Swaps.

5.10 The Client who has a Swap free Client Account may not hold his floating positions for a long time period and hence gain profits. In such an event, the Client must close the floating positions and Swaps will be applied retroactively.

5.11 The Company reserves the right to cancel, amend, terminate Swap free status of Client's Account and/or Swap free levels at its sole discretion and without prior notice without bearing any responsibility or liability in this regard.

5.12. The Company reserves the right to disable and/or enable swap free trading for Client 's Trading account at any given time, without being obliged to provide any explanation or justification, if it has enough reasons to believe that the Client's trading strategy imposes a threat to the Company's smooth operation of its trading facilities or where the Client is abusing the Company's systems and trading conditions without genuine interest in market exposure / speculation.

5.13 The Company reserves the right to take any of the following actions, at any time, in the event that detects any form of abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity in regard to any Swap-free Account of any client, (a) with immediate effect, to revoke the Swap-free status from any and all real trading Accounts of such a client and charge the relevant swaps; (b) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and/or costs pertaining to any and all of such client's Swap-free trading Accounts during the period for which such Accounts were Swap-free trading Accounts; and/or (c), with immediate effect, to close all trading Accounts of such client, nullify all trades carried out in such client's trading Accounts and cancel all profits or losses garnered in such client's trading Accounts and/or change the client's trading conditions or restrict the opening/modification/closing of trades.

6. Lots

6.1 The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

7. Other Terms

7.1 The Company at its sole and absolute discretion may offer and/or provide to Client customized trading conditions/advantages and/or any Company's features as these will be specified between the Company and the Client and/or as the Client might be notified from time to time by the Company and/or as these can be found in the Clients' Personal Area and/or the Website. The Company reserves the absolute right to not to offer, cancel, terminate, modify, suspend or change such customized trading conditions, advantages and/or Company's features provided to the Client in case of doubtful operations by the Client and/or in case the Client's trading activity is subject to prohibited trading techniques or in case of Default as described in this Agreement and for any other reason at the discretion of the Company and under no circumstances shall the Company be held liable for any consequences or loss in such a case. The Client acknowledges and agrees that the

availability, functionality, and proper operation of any such customized trading conditions, advantages, and/or Company's features may be affected or suspended in the event of any technical issue, malfunction, interruption, outage, system error, or any other failure of the Trading Platform, the Trading Server, third-party systems, or any other technical infrastructure used by the Company. Under no circumstances shall the Company be held liable for any consequences, losses, damages, or claims arising from or related to the unavailability, suspension, alteration, malfunction, or cancellation of any such customized trading conditions, advantages, and/or Company's features.

7.2 The Company reserves the right to cancel/ change/ modify any of the Contract Specifications for all or only for certain clients at any time at their discretion and/or depending upon the market situation with or without notice. The Client further acknowledges and agrees that it is his/her sole responsibility to review the Contract Specifications before and after placing any order with the Company.

7.3. The Client acknowledges and agrees that it is his/her sole responsibility to review the Agreement before signing and that there is no limitation in time in assessing the relevant terms and conditions before entering the Agreement. The Client acknowledges that regardless of when they initiate the termination request following the opening of the account, the Company is not liable to refund any funds lost or spent during trading, except for the balance available for withdrawal at the time when termination becomes effective.

8. Corporate Actions, Adjustment Events and Insolvency

8.1 A Corporate Action or Adjustment Event may occur in relation to the underlying asset of a CFD.

8.2 If a Corporate Action or Adjustment Event occurs, the Company may take appropriate action (in its reasonable opinion) to:

8.2.1 replicate this in the Order or Transaction;

8.2.2 reflect any action taken by counterparties to trades in respect of such underlying assets of the CFD that the Provider has entered into in order to hedge or offset the Provider's exposure to the Client; or
8.2.3 preserve the economic equivalent of the Order or CFD Transaction immediately prior to the Corporate Action or Adjustment Event, which may have consequences on the Transaction.

8.2.4 make any appropriate and/or necessary adjustments to the size and/or value and/or number of the related Transaction(s) (and or to the level of any Order) and/or to open or close any Transaction(s).

8.3 The Company will give the Client notice of any applicable action that it decides to take as soon as reasonably practicable, which for the avoidance of doubt may be after the relevant Corporate

Action or Adjustment Event or after the relevant action which the Company may take in its discretion under this paragraph 8.

8.4 If the price of the Underlying Asset that a CFD is based upon is suspended, the Company may, in its sole discretion, close any Open Positions in that CFD at a price that is reasonable. Such price may be different for a buy and sell Transaction and may be at a price of zero (0).
8.5 The Company will notify the Client of the date and price at which such Open Position will be closed.

8.6 The Company reserves the right to request additional Margin and/or any reasonably foreseeable associated costs incurred by the Company (or any of its affiliates) in connection with any suspension of a CFD or the relevant Underlying Asset.

8.7 If an issuer, whose securities form the basis of a CFD, becomes insolvent or similar, the Company may close all Transactions on that CFD, generally at a price of zero (0).

8.8 If the Client has an Open Position on any such CFD, the Company shall provide the Client with notice of this.

8.9 Certain CFDs have an expiry date. On the expiry date, an open position on the expiring CFD will be closed automatically at the then prevailing or last available market price. Any affected Pending Order(s) will be canceled. Nothing precludes the Client from closing the relevant position and canceling the affected Pending Orders prior to the expiry date. The expiry date for the relevant CFD shall be published on the Trading Platform and/or on the API and/or on the Website.

8.10 The Company may require the Client to close any Positions which it has with the Company and which may have been affected by Corporate Actions, Adjustment Events or product termination due to low/no liquidity, no price provider or other relevant reasons, or the Company may in its sole discretion close any of such Positions at the last available prices. The Company may close any open positions prior to or following such Corporate Actions, Adjustment Events or Financial Instrument termination, at its sole discretion. The Company further reserves the right at its sole discretion upon written notice to remove and/or cease offering any Financial Instrument when any of the below occurs:

A. whenever a Corporate Action or Adjustment Event occurs;

B. whenever the issuance company of such Underlying Asset is delisted from the exchange to which the transactions relates and/or goes into interim or final insolvency, bankruptcy or related or equivalent event or circumstance even if such an action does not result in the issuance company's actual liquidation;

C. whenever the market capitalization of the Underlying Asset has been reduced below levels acceptable for the company;

D. if the trading volumes or market capitalization on underlying exchange(s) have fallen below Company's acceptable thresholds as defined at the Company's discretion;

E. if an instrument has ceased to be widely used or becomes very expensive for the Company to offer;

F. due to lack of quality pricing or pricing sources;

G. if the relevant Underlying Asset is in financial distress;

H. for any other event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares or of any instrument not based on shares, whenever temporary or otherwise;

I. for any other reason determined at the Company's sole discretion.

The Company reserves further the right to proceed to any of the above actions without a written notice to the Client if there are valid reasons to do so or in an event or a circumstance out of Company's control and/or a Force Majeure event.

9. Swap Free and Administration Fees

9.1 At the Company's discretion, and subject to paragraph 5 "Swap and Swap Free Accounts" of this Agreement, Clients from Islamic Countries and/or having Islamic/Muslim religious beliefs may be offered a swap-free account. While swap-free accounts are exempt from swap charges, they may incur administration fees on open positions. These fees are applied to all open positions in accordance with the fee structure established by the Company, irrespective of how long a position remains open. For more information with regards to the administration fees, please refer to the Company's Website.