



Client Agreement

(Terms & Conditions)

Nova Capital Ltd

1 Introduction

- 1.1. FinxoCapital is a brand name operated by Nova Capital Ltd (hereafter the “Company”, “We”, “Us”). Registration number: 15693, with registered Address: Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros. Regulated by the Anjouan Offshore Finance Authority (AOFA) with the license number L15693/NC
- 1.2. This Client Agreement (hereafter the “Agreement”) together with the Company’s Legal Documents, available on our website <https://finxocap.io/> is entered by and between the Company and the Client (hereafter the “Client” and/or “you”), which may be natural person or legal person, who registered Trading Account with the Company.
- 1.3. For your benefit and protection, you shall read carefully and understand content of this Agreement and all Legal Documents available on the Company’s’ website before accepting it.
- 1.4. By accepting this Agreement, you entered into legally binding Agreement with the Company. You acknowledged that you read and understood the terms of this Agreement and all Legal Documents available on the Company’s website. Please understand that this Agreement does not require to be physically signed by either the Client or the Company for both parties to be legally bound by it.
- 1.5. It is Company’s intention to incorporate all terms and conditions that will govern our relationship and your activities with us into this Agreement. That this Agreement overrides any previous agreements, arrangements, expressed or implied statements made by us, and that any acts of omission or representations (oral or otherwise) made by you or us, including any of our employees with whom you may have dealt, shall not amend, or take priority over the Agreement.
- 1.6. The Company may at its sole discretion amend/change this agreement at any time and without notice. Such changes shall be effected on our website and you are responsible for checking if there are any updates regularly. If you make any transaction on or after the amendments to this Agreement have come into effect, you will be deemed to have accepted the changes.
- 1.7. This Agreement is subject to Applicable Laws and Regulations therefore:
 - This Agreement shall not exclude or restrict any obligations which the Company has to you under applicable Laws and Regulations.
 - The Company may take or omit to take any actions we consider necessary to ensure compliance with an applicable Laws and Regulations.
 - All applicable Laws and Regulations and whatever the Company will do or omit to do to ensure compliance are binding to you.

- 1.8. This Agreement is provided to you in English and the Company official language for all documents and forms of communication with you will be in English for the duration of this Agreement.
- 1.9. Unless otherwise agreed, all notices, instructions, and other communication to be given by us to you under this Agreement shall be given to the address, phone number, email address provided by you to us.
- 1.10. Any communication between us using electronic signatures and any communications via our website and/or Electronic Services shall be binding as if they were in writing.

2 Services

- 2.1. The Company provides Over-the-Counter Derivatives in the form of Contracts for Difference (CFDs). Trading CFDs carries a high level of risk due to leverage and can result in rapid loss of all invested capital. By investing in CFDs you do not obtain ownership of the underlying asset. It is a tradable contract between you and us that allows you to speculate on the price movements of various underlying assets, such as indices, commodities, forex, stocks etc. without owning the actual underlying asset. There is no physical delivery of goods or securities with CFDs.
- 2.2. We will transact with you on an execution basis only and we will not provide you with any form of investment advice for your planned transactions or monitor status of the current ones, check suitability of transaction for you. You will not receive any regulatory, tax or other form of advice. You should seek independent advice or rely on your own judgement and suitability.
- 2.3. Without prejudice to our foregoing obligations in asking us to enter into any type of Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigation into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication and experience to make your own evaluation of the merits and risks of any Transaction and that you have read and accepted the Risk Disclosure in relation to the financial instruments and the markets that are available on our website. We give you no warranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in our relations with you.
- 2.4. If an employee or representative of the Company expresses an opinion regarding an Instrument or Transaction, you agree that you cannot rely on such an opinion, and that it will not constitute investment advice.
- 2.5. The Company may provide generic information about the market, or about matters of process and risk related to Transactions or Instruments which we may post on our website, this information:

- a) Is provided to enable you to make your own investment decisions and does not amount to advice.
 - b) Is subject to change and may be withdrawn by the Company at any time.
- 2.6. Past performance and forecasts are not reliable indicators of the future results, therefore if the Company will provide you with any charts, information about market movements, past performance results or forecasts you acknowledge that those are just indicatives and may not present actual prices and/or market movements and/or values. If you decide to implement them in your trading strategies it will be solely at your own discretion and in the event of any losses, you cannot hold the Company liable for them.
- 2.7. We give no representation or warranty as to the accuracy of the completeness of the information mentioned in clause 2.5. above.
- 2.8. We may offer you the option to open a trade on a demo account. Execution in demo account environment might lead to a different outcome than in a live one. The Company is not liable for any loss or other damage you may incur because of these differences.

3 Client's Accounts

- 3.1. The prospective client shall register an account with the Company to be able to use the Company's Trading Platform, services and offers.
- 3.2. Before you will open your account, you must read and accept this Agreement together with all legal documents published on our website.
- 3.3. To open an account with the Company you need to register via our [website](#) and fill up an online application form.
- 3.4. Kindly note that upon account registration and/or following ongoing monitoring, you will be requested to provide us with certain information and/or supporting documents. Usually during onboarding phase, the Company will ask you to provide following documents*:
- a) Individuals:
 - Identification document (for example passport, ID)
 - Proof of address (for example utility bill, bank statement)
 - b) Entities:
 - Certificates providing the following information about the company: Registration Number, Registered Address, Date of Incorporation, Shareholders, Directors, Memorandum & Articles, LEI Number. Power of Attorney for the person who will operate Trading Account, Proof of Address and Proof of ID for all directors and shareholders.

** More exhaustive list of documents will be provided upon request.*

The Company reserves the right to ask for more documents if necessary.

- 3.5. In case you are unable to upload these documents, you can send them via email following the submission of the online form.
- 3.6. Even if you comply with the above requirements, the Company still has absolute discretion to reject your application.
- 3.7. In case there is any change in information that you provided to us (for example name, address, gender) you have an obligation to inform us about such change as soon as possible and no longer than fourteen (14) calendar days from the date of change.
- 3.8. Your application will be rejected if you knowingly or unknowingly submit false information or make a false declaration to us. We may have to report you to competent authorities in Autonomous Island of Anjouan, Union of Comoros. or elsewhere for these actions.

4 Joint Accounts

- 4.1. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and 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.
- 4.2. 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).

5 Commencement and Duration of the Agreement

- 5.1. The Agreement will commence once we will send you an email with the information that your profile has been verified and your Trading Account is active. This will occur when the Compliance Department has completed due diligence procedures that satisfy regulatory requirements.
- 5.2. You have right to cancel the Agreement at any time, by giving us written notice. Once your account is closed the Company has a legal obligation to keep your records for the period of 6 (six) years from the date your agreement with us has been terminated.
- 5.3. Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, the Company may terminate the Agreement by giving at least three (3) Business Days Written Notice to the Client.

- 5.4. The Company may terminate this Agreement immediately without giving three (3) business days' notice in case that at its absolute discretion, an Event of Default has occurred.
- 5.5. You are obliged to pay the Company, including but not limited to, any pending fees or amount payable to the Company, any charge or expenses incurred or to be incurred as result of the termination of the Agreement as well as any other expenses that might arise during the settlement of pending obligations.
- 5.6. The Company has the right to subtract all pending obligations from your Trading Account.

6 Events of Default and Termination

- 6.1. The Following shall constitute Events of Default:
 - You will fail to make any payments when due under this Agreement.
 - You will fail to fulfil any obligation due to us.
 - In case of death or incapacity
 - The initiation by a third party of proceedings for your bankruptcy (for natural person), or for your winding-up or for the appointment of an administrator or receiver in respect of you or any of your assets (if you are legal person, trust or partnership), or (in any case) if you make an arrangement or composition with your creditors or any other similar or analogous procedure is commenced in respect of you.
 - Where any representations or warranty made by you in this Agreement is or becomes untrue.
 - You failed to perform any of your obligations to the Company under this Agreement.
 - In any other circumstance where the Company reasonably believe that it is necessary to prevent and/or take any action and/or address what might be a violation of the Governing Legislation, and/or we reasonably perceive that there is any risk to us and to our clients and/or to ensure that good practices are followed.
- 6.2. If an Event of Default occurs the Company may, at its sole discretion at any time and without prior notice take any one or any number of the below actions:
 - Close or amend all or part, or any of your transactions at closing level based on the market price at the time of closure.
 - Close of all trading accounts that you held with the Company of whatever nature and refuse to enter into further dealings with you.
 - Immediately demand any amount due and terminate the Agreement.
 - If there is a balance in your favor upon termination, the Company will pay out such balance as soon as practicable, subject to any deductions in an event if you have any outstanding liability toward the Company. Where appropriate, the Company will instruct any third-

party custodian or other intermediary to pay out any applicable amounts that are due to you.

- Without prior notice cancel any of the Company's obligations to provide you with any services.
- Take legal action against you if you breach any part of this Agreement and/or provide false information to the Company and/or use illegal funds for your investments or for any other reason deemed by the Company to be sufficient to bring legal action against you.

6.3. The Company reserves the right to terminate the Agreement with you at any time with immediate effect and without giving reason for the termination. The Company has the right to freely set the consequences of such termination for your positions without incurring any liability. Upon termination we will not carry any orders from you.

6.4. In case when the Company decided to terminate Agreement with you, we will pay you all pending obligations that we owe you.

Upon the death of an Account owner, if the legal heirs of such account owner would like to withdraw the remaining balance in the Account, to the extent there is any, such legal heirs should present to the Company with official legal documents from the applicable governmental authorities in the jurisdiction of the deceased to our satisfaction, and we, in Company's sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal(s).

7 Country of Domicile

The Company is governed by the laws of Autonomous Island of Anjouan, Union of Comoros. The Company will abide by governing Laws for all purposes under this agreement, whether in respect of client complaint, court cases, legal requirements, or communication of whatsoever nature.

8 Regulation

8.1. This Agreement, all Transactions and scope of Services provided are subject to Applicable Regulations, therefore:

- Nothing in this Agreement shall exclude or restrict any obligation which we have to you under applicable Laws and Regulations.
- We may take or omit to take any action we consider necessary to ensure compliance with any applicable Laws and Regulations.
- All applicable Laws and Regulations and whatever we do or fail to do to comply with them will be binding on you.

- Actions that we take or fail to take for the purpose of compliance with any applicable Laws and Regulations shall not render us or any of our directors, officers, employees, or agents liable.
- 8.2. If the Regulatory Body takes any action which affects a Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you. If Regulatory Body makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly supply the information requested in connection with the enquiry.

9 Restrictions on use

The Company will not accept Clients who are:

- Under 18 years of age or under the age of legal consent for entering contractual arrangements under the laws of relevant jurisdiction, whichever is higher, not of legal competence or of sound mind.
- Residents in any Jurisdictions where provision of Over-the-Counter instruments would be contrary to local laws or regulations. It is your responsibility to act according to local laws and regulations to which you are subject to.
- Citizens of USA, Canada, EU, Japan, Hong Kong (Legal Persons), citizens of countries that are subject to any kind of sanctions.
- Politically Exposed Persons
- Anyone who is an employee, director, shareholder, associate, affiliate, agent, service provider, relative, or otherwise connected to the Company.
- Anyone that the Company at its sole discretion will deem unfit.

10 Trading Platform – Access, Use, Safety

- 10.1. The Company will grant you a personal limited access, that is non-exclusive, revocable, non-transferable, non-sublicensable license to install and use the Trading Platform, solely for your personal use in terms of this Agreement.
- 10.2. The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Company or of third parties and are protected by local and international intellectual property laws and treaties.
- 10.3. The Platform may contain software provided by third parties, and such third parties' software is provided "As Is" without any warranty of any If any third-party software is

- included within the Platform, then such third-party software shall be provided subject to the terms of this Agreement. The Client shall fully comply with the terms of any third-party software licenses that the Company may provide him with from time to time.
- 10.4. The Company reserves all rights to the Platform not expressly granted to the Client by this Agreement. Rights to the Platform are licensed to the Client by the Company and not sold. All rights to the Platform shall remain the property of the Company.
 - 10.5. The Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the This will be done only during the weekends unless it is not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible.
 - 10.6. From time to time, acting reasonably, the Company shall have the right to add to, modify, or remove any of the Platform or parts of it without liability under this in such a case, it shall use reasonable endeavors to replace any part of the Platform with an equivalent where practicable.
 - 10.7. It is your responsibility to understand and assess the Platform(s) before trading with us.
 - 10.8. The Company agrees not to hold you liable for the losses that may occur to your Account if the Platform is 'hacked', or any unauthorized use of your data occurs due to the negligence of the Company. The Company won't be liable for any losses that may occur if your Account is hacked, or any unauthorized use of your data occurs due to your negligence.
 - 10.9. You are solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access to the internet is an essential feature and you shall be solely responsible for any fees necessary in order to connect to the internet.
 - 10.10. You shall represent and warrant that you installed and implemented appropriate means of protection relating to the security and integrity of your computer or mobile phone or tablet and that you take appropriate actions to protect your system from computer viruses or other similar harmful or inappropriate materials, devices, information, or data that may potentially harm the Website and/or the Platform(s) or other systems of the Company. You further undertake all steps necessary to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from your personal computer or mobile phone or tablet.
 - 10.11. The Company won't be liable to you if your computer, system, internet, mobile phone, tablet fails or becomes damaged, infected by a virus, corrupted, or destroyed. Furthermore, if you incur delays and any other form of data integrity problems that are a result of your hardware configuration or mismanagement, the Company shall not be liable to any extent.

10.12. You agree that with respect to any market data or other information that the Company or our third-party providers provide to you with connections with your use of the Trading Platform:

- a) The Company and our third-party providers exclude any express or implied warranty or guaranty, and we are not responsible or liable if any data or information is inaccurate or incomplete in any respect.
- b) The Company and our third-party providers are not responsible or liable for any actions that you take or don't take based on the data or information.

10.13. Below terms apply to Contracts that you execute through the Platform:

- a) The Company is not liable to you for any loss, expense, cost or liability that you may suffer or incur because of any failure of the Platform, the Platform being unavailable (included planned maintenance), data or service interruptions, transmission failure or delays or any other technical errors arising out of or in connection with the use, operation, performance and/or error or malfunction of the Platform, other than the result of our fraud, willful default or negligence.
- b) The Company is not liable for any removal of your profits or losses you might suffer due to errors in quotes which are the result of our typing errors, feed errors or any incorrect perception of information that you enter into the system other than as result of our fraud, willful default or negligence.
- c) You shall acknowledge that the electronic nature of the Company's services may be subject to events, which may affect your access to the Company's electronic systems (e.g. Website and/or Trading Platform) including but not limited to interruptions or transmission blackouts. You acknowledge that the Company bears no responsibility for any damages or losses resulting from such events which are beyond the Company's control or for any other losses, costs, liabilities, or expenses (including without limitation, loss of profit) which may result from Client's inability to access the Company's Electronic Systems or delay or failure in sending.
- d) The Company is entitled to make the necessary corrections to your Account based on the market value of the relevant underlying asset at the time of error occur.
- e) You are responsible for all Orders and for the accuracy of all information sent via the Platform using your name, password or any other means or personal identification implemented to identify you.
- f) You must keep all passwords secret and ensure that no one else accesses your Account.

10.14. You acknowledge that in the case of any delay and/or disruption or outage in relation to the Platform or any electronic communication (including the internet, or electricity), if you wish to place an order you must convey your request to the company via approved means of communication. You acknowledge and accept that the Company has the right not to accept a client's request. You acknowledge that client requests shall be treated on a first

come, first served basis and the Company bears no responsibility for possible delays. The Client acknowledges and accepts that the Company shall not be held liable for orders placed through verbal instructions in the aforesaid manner.

10.15. The Client agrees to:

- You may only use the Platform for so long as you are authorized to do so under the terms of the license granted hereunder.
- You will use the Platform only for lawful purposes.
- You may not use the Platform for any purpose other than for the purpose for which it has been provided under this Agreement.
- You are responsible for all transactions effected on your Account via the Platform and the use of the Platform (including the Access Data).
- You will log out from the Platform should your access terminal be left unattended, to prevent unauthorized access to your Account.

10.16. It is absolutely prohibited for you to take any of the following actions in relation to the Platform(s):

- Use any software which applies artificial intelligence analysis to the Company's systems and/or Platform(s).
- Intercept, damage, or modify any communication with us.
- Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, or disassemble the Platform(s) or the communication system or any system of the Company.
- Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- Do anything that will or may violate the integrity of the Company systems or Platform(s) or cause such system(s) to malfunction or stop their operation.
- Unlawfully access or attempt to gain access, reverse engineer, or otherwise circumvent any security measures that the Company has applied to the Platform(s).
- Perform any action that could potentially allow the irregular or unauthorized access or use of the Platform(s).

10.17. The Company may offer Trading Platform(s), and any other software and/or database, and/or programs and technical facilities which allow the Client to manage more than one trading account. You hereby represent, warrant, and agree that you will not use the Trading Platforms to manage trading accounts not belonging to you.

10.18. When your Account is enabled, the Company will provide you with Access Data for accessing the Company's Platform and entering transactions and/or dealings with the Company. You shall take reasonably necessary measures to ensure confidentiality of all

information, including but not limited to Access Data in order to avoid and prevent any action that could probably allow the irregular or unauthorized use and access of such instance, the Company strongly advises you among others to avoid using any public computer for login with your Access Data and to always logout when using the Company's Platform. You acknowledge that the Company bears no responsibility for any type and kind of losses that may occur and/or are connected by unauthorized use of your Access Data by any third party and consequently such third parties having access, to information, including but not limited to electronic addresses, electronic communication, and personal data.

- 10.19. You agree to notify the Company immediately if you know or suspects that your Access Data or Client Account number 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 replacement Access Data. You will be unable to place any Orders until he receives the replacement Access Data.
- 10.20. You agree that you will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of your Access Data.
- 10.21. The Company reserves the right, at its discretion, to restrict or limit the Client's access to the Platform or part of, or to deactivate the Client Account, where it deems appropriate for the smooth operation of its systems and operations as well as to protect its Clients' interests. The same will apply in the case where the Company suspects or has reasonable grounds to suspect that the Client has allowed such unauthorized used whether willfully or negligently and/or if the Company is informed from a reliable source that the Access Data of the Client may have been received by unauthorized third parties.
- 10.22. The Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform(s) or via phone (subject to the terms of this Agreement) without any further enquiry to you and any such Orders will be binding upon the you. You accept that you will be liable for all orders given through and under your Access Data and any such orders received by us will be considered as received by you. In cases where a third person is assigned as an authorized representative to act on your behalf, you will be responsible for all orders given through and under the representative's Access Data.

11 Costs, Payments, and Charges

11.1. Charges

You shall pay our charges as agreed with you from time to time, any fees or charges imposed by the Company or the Market Maker. A list of our current charges is published on our Trading Platform.

11.2. Additional costs

You acknowledge the possibility that other taxes or costs may exist that are not paid for or imposed by us.

It is agreed and understood that you shall be solely responsible for all filings, tax returns and reports 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 your trading activity with the Company. Notwithstanding the above, the Company may deduct or withhold any type of tax from any payment made by or to you if there is an obligation to do so under applicable rules and regulations.

11.3. Payments

All payments to us under this Agreement shall be deducted from your Account and shall be made in the based currency of your Account.

11.4. Swap and Swap Fees

- a) CFDs are subject to swap (also known as rollover or overnight fee), which is the interest added or deducted for holding a position open overnight. Despite markets mostly being closed during weekends and local public holidays, interests remain applicable for positions held during those periods. To measure for this, weekend rollover fees are computed and applied as triple swap on Wednesday. It should be noted that the Company charges/applies its own interest; while the rollover interest rates of the Company are based on the overnight rate provided by our liquidity providers.
- b) The level of Swap rates may vary in size and change depending on the market conditions and at the Company's discretion. The Company further reserves the right to combine or make internal transfers between any of your Accounts as well as to close any open positions in your Account to settle any obligations owed by you to the Company.

11.5. Formulas used to calculate swap charges:

1. By interest (%) (In Assets Base ccy)

CFD on Forex: $\text{Swap} * \text{Lot} * \text{Contract} / 100 / 360$

CFD on NonFX: $\text{Swap} * \text{Lot} * \text{Contract} * \text{Price} / 100 / 360$

2. By Points (In Assets Quote ccy)

CFD on Forex & NonForex: $\text{Swap} * \text{Lot} * \text{Point Value}$

3. By Money in Margin CCY (In Assets Base ccy)

CFD on Forex & NonForex: Swap*Lot

11.6. Spreads

You acknowledge and agree that when Spread is applicable:

- (i) that there is no limit to how wide Spreads may be, as the Company has the right, at its sole and absolute discretion, to increase or decrease spreads on Financial Instruments depending on – but with no limitation to – market conditions and/or the Client’s profile and/or Client’s account type.
- (ii) You acknowledge that events such as – but with no limitation to - changes in the Financial Markets, news announcements, political and economic events or periods of low liquidity may result in wider spreads, and that it is your sole responsibility to make yourself aware at all times of the updated spreads.

11.7. Changes in Costs, Payments, and Charges

- a) The Company reserves the right to amend at its sole discretion all such commissions, costs, charges, financing fees and swaps, by informing you of any material change relating to such commissions, costs, charges and financing fees, with at least (7) seven Business Days’ notice (which can be presented in the form of email, pop up on your Trading Account, or website announcement or with any other durable means), prior of such alteration and that the you shall be free to dissolve this Agreement immediately by sending us written notice in case if you disagree with the changes. If such alteration 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 you.
- b) The Company exclusively reserves the right to widen its variable spreads, adjust leverage, change its swap rates and/or increase the margin requirements and/or the minimum and maximum exposure, without notice under certain market conditions and/or the characteristics of Client’s order including, but not limited to, when the trading desk is closed, around fundamental announcements resulting a change in available liquidity in the markets, at times of extreme market volatility and/or when the Company deems that such exposure is risky and that it is not possible for the Company to mitigate its risks. In such circumstances, you agree to indemnify the Company for any losses that may occur due to the widening of spreads and the adjustment of leverage.

11.8. Inactive and Dormant Account

Any Client Trading Account(s) in which there have been no trades, not transaction was undertaken (buy and/or sell), for a period of more than 30 calendar days will be considered by the Company as being dormant/inactive accounts and will be charged as follows:

- 1st and 2nd calendar month of inactivity is charged 50 EUR/USD/GBP or 1000 ZAR fee per month.
- 3rd and 4th calendar month of inactivity is charged 100 EUR/USD/GBP or 2000 ZAR fee per month.
- 5th and 6th calendar month of inactivity is charged 200 EUR/USD/GBP or 4000 ZAR fee per month.
- 7th calendar month of inactivity and onward is charged 300 EUR/USD/GBP or 6000 ZAR fee per month.

Where the balance of any Inactive Trading Account to which Inactivity Fee is applicable under this Clause is less than prescribed amount as per account base currency, then the Inactivity Fee for such Inactive Trading Account shall be equal to the amount of the remaining balance on such Inactive Trading Account. We reserve the right to charge the Inactivity Fee retroactively for any month in which we had the right to charge it but did not do so for technical reasons.

11.9. Processing Fees

Examination of application fees of 50 EURO/USD/GBP or 1000 ZAR are applied to all new applications due to the administration costs incurred by the Company when examining clients' applications. Examination of application fees shall be applicable at the sole discretion of the Company.

12 Orders and Execution

- 12.1. The Company may from time to time accept Client orders in different ways such as via phone call and hereunder and any other methods at the Company's discretion.
- 12.2. You may place orders with the Company on the Platform and via phone call, by using your Access Data provided that all the Essential Details are given in both cases. All Instructions, requests or orders received by phone will be binding. The orders placed over the phone call will be recorded, and all recordings shall remain the sole property of the Company and will be accepted by you as conclusive evidence in case of any legal dispute and/or complaint.

- 12.3. The Company will use reasonable efforts to execute an order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.
- 12.4. You hereby acknowledge and agree that the Company may, at its sole discretion, add, remove, or suspend from the Platform, any Symbol, or Market, in the event of a, for example as the result of a takeover, share consolidation/split, merger, spinoff, nationalization, de-listing, change of name etc. Furthermore, the Company may remove or suspend from the Platform, any Symbol or Market, from time to time, at its sole and absolute discretion, by providing written notice to the Clients that have open positions on the Symbol or Market that will be removed/suspended. The written notice to be provided to the affected Clients shall indicate the date and time the trading on such Symbol or Market will be suspended, and if the Client will not close any open positions in the meantime, those will be closed by the Company at the current market prices available on the cut-off time.
- 12.5. The Company may in its sole discretion reject any order from you but will notify you of any such rejection. Without prejudice to the generality of the foregoing you shall acknowledge that the Company may reject orders and/or instructions given by you when they are not clear, if there is insufficient margin or any other reason that the Company deemed to be sufficient. Furthermore, the Company may be required to cancel an order for a variety of reasons, including, but not limited to, the size of an order, market conditions, Client's breach of this Agreement, violation of any Applicable Regulations related to such orders, insufficient or inadequate funds in the Trading Account (including all commission, charges, taxes etc.).
- 12.6. All CFDs trades are subject to minimum and maximum order size requirements which vary between the different types of symbols. Minimum and maximum order size requirements are as set out on the Company's Trading Platform and updated from time to time. You acknowledge that it is your responsibility to review the said details and become familiar with it.
- 12.7. Client's Orders such as Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop are executed at the available prevailing market price which may be different than the price indicated in the Order ("Slippage"). Slippage may occur in the event where the price indicated in the order is not available in the server, for example, due to high volatility and gaps in the market prices. In such an event, the order will be executed at the first available price, irrespective of the direction of the slippage, whether to your favor or not, in a symmetrical and transparent manner (Symmetrical Slippage). However, in the case of any communication or technical failure as well as any incorrect reflection on the quotes feed (i.e. prices to freeze/to stop updating or price spikes), the Company reserves the right not

- to execute the order or in case the order was executed to change the opening and/or closing price of a specific transaction or to cancel the said executed order.
- 12.8. Should quoting, execution or other errors occur, which may include , but are not limited to, a dealer's mistype of a quote, a quote or trade that is not representative of fair market price, an erroneous price quote from a you, such as but not limited to a misquote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate data feeds provided by us or third-party vendors, we will not be liable for the resulting errors. The foregoing list is not meant to be exhaustive. In the event of quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting, execution or other errors will be resolved by us in our sole and absolute discretion.
- 12.9. The Company shall have no obligation to contact you to advise upon appropriate action considering changes in market conditions. Following execution of any transaction, you are solely responsible for making and maintaining contact with us for the purpose of monitoring the position of ensuring that any further instructions are given on a timely basis. We shall not be responsible for any loss caused directly, indirectly, actually or alleged because of any inability or failure by you to do so.
- 12.10. You understand and accept that all your orders are executed over-the-counter (OTC). This means that no order will be executed on recognized exchange, or organized trading facility. By accepting this Agreement and placing any order with us you expressly provide your prior express consent before proceeding to execute your order outside a trading venue. This consent is provided in the form of a general agreement and not in respect of individual transactions.

13 Close only Mode

- 13.1. The Company reserves the right to disable your Trading Account to close only mode if:
- a) An order submitted by you is clearly an erroneous transaction, or the Company reasonably suspects that open orders fall under prohibited, fraudulent, illegal transactions.
 - b) You failed to provide requested by us documents and/or information.
- 13.2. If your Trading Account is in close only mode, you will not be allowed to open any new positions or increase exposure under the existing ones, but you will be permitted to close, part close or reduce your exposure.
- 13.3. We may enable your Trading Account after you have resolved or updated the details specified in point 13.1. above.

14 Prohibited Actions

It is absolutely prohibited for the Client to take any of the following actions in relation to The Company's systems, Trading Platform, and/or Client account:

- a) It is absolutely prohibited to use any software, which we determine, at our sole discretion, to have as its purpose to apply any kind of artificial intelligence analysis to our Services and/or computer system(s) with an ultimate purpose of gaining unfair advantage and exploiting our Platform; in the event that we determine, at our own discretion, that any such artificial intelligence software has been used, or is being used, we reserve the right to take all actions as we see fit, including, without limitation, completely blocking access to our Services, blocking and/or revoking your Access Data and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and/or charge you extra fees. In addition, we shall be entitled to inform any Interested third parties of your breach of this clause. We have and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Services; any dispute arising from such fraudulent and/or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants.
- b) Moreover, it is absolutely prohibited to use any software in such a way which can cause serious negative impact on the performance of our servers and may prevent us from achieving the best possible result for our clients as regards the execution of their orders. If we identify any such activity, we reserve the right to take all actions as we see fit, including, without limitation, completely blocking access to our Services, blocking and/or revoking your Access Data and/or immediately terminating your Account. Moreover, you acknowledge that once your Account has been terminated, we shall liquidate any outstanding contracts/positions on your account. In view of the above, please note that you will be strictly prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.
- c) You shall agree not to use the Platform and/or give an Order or enter into Transaction within the definition of insider dealing and/or market abuse or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation, scalping or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers at its sole discretion as

inappropriate and outside the scope of this Agreement and/or as unfair business conduct. Such practices may further include holding long and short Positions in the same or similar instruments at similar times, including through different accounts, accounts held with different entities connected to the Company or together with others, for the purpose of manipulating or taking advantage of the Company or any of the services and benefits it may offer.

- d) Use any type of virus, spider, worm, Trojan-horse, time-bomb or any other codes or instructions that are designed to damage, destroy, delete, distort, or disassemble the Platform(s), communication, or systems of the Company.
- e) Sent any kind of unsolicited communication not permitted under applicable Laws or Regulations.
- f) You shall not unlawfully access or attempt to gain access, reverse engineer, or otherwise circumvent any security measures that we have applied to our Services and/or Platforms and/or computer system(s). If, at our sole discretion, we were to determine that you are in breach of this clause, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our Services, blocking and/or revoking your Access Data and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any interested third parties of your breach of this clause.
- g) The Company does not allow trading strategies that specialize in profiting from small price changes (commonly known as sniping and/or scalping trading strategy).
- h) Any indication or suspicion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties, hedging, which does not show genuine interest in trading the market price movement. fraud, manipulation, cash-back arbitrage, 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, we reserve the right to close/suspend (either temporarily or permanently) all the Client's trading Accounts and/or cancel all Transactions. In view of the above, please note that you will be strictly prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

- i) Internet Connectivity delays and price feed errors sometimes create a situation where the prices displayed on the trading platform or liquidity connection do not accurately reflect the market. The Company do not permit the practice of latency arbitrage or take advantage of these internet delays. Transactions that rely on price latency arbitrage opportunities may be revoked. We reserve the right to make the necessary corrections or adjustments on the account involved in our sole and absolute discretion.
- j) Without prejudice to any other provisions of this Agreement, you agree to indemnify us and hold us, any of our Associates, harmless from and against any and all liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and expenses incurred in connection with and/or directly or indirectly related with, any fraudulent and/or unlawful access and use by you of our Services and/or the prevention and/or remediation thereof, provided that any such liabilities, losses, damages, costs and expenses would not have not arisen, but for our gross negligence, fraud or willful default.

Any of the above actions may result in the immediate termination of our trading relationship, and possible legal actions against you.

15 Margin Requirements

- 15.1. As a condition of entering into CFD Transaction, the Company requires the deposit of Margin to secure the Client's liability to the Company for any losses which may be incurred in respect of the Transaction.
- 15.2. The Company's Margin requirement shall apply throughout the term of this Agreement. It is the Client's responsibility continuously to ensure that sufficient Margin is available on the Account at any time. If, at any time during the term of this Agreement, the Margin available on the Account is insufficient to cover the Margin requirement, the Client can reduce the volume and/or number of Position(s) or transfer adequate funds to the Account. Even if the Client takes steps to reduce the volume and/or number of Position(s) or to transfer sufficient funds to, and subject to applicable legislation and/or regulation, the Company may close one, several or all the Client's Position or part of them at its sole discretion without assuming any responsibility towards the Client for such action.
- 15.3. Transaction(s) might be subject to margin stop out. In the event when the margin level will reach Stop Out Level, then the Company will start automatically closing transactions to achieve a Margin Level more than the Stop Out Level, at the price then offered by the Company, subject to Slippage.
- 15.4. In case if you have multiple Accounts, the Company will calculate margin requirements separately for each Account.

- 15.5. In case you have more than one Trading Account, you may, request at your own initiative to transfer funds between those accounts, subject to the condition that the account from which you wish to transfer funds has free balance.
- 15.6. The Company exclusively reserves the right to widen its variable spreads, adjust leverage, change its swap rates and/or increase the margin requirements, without notice under certain market conditions and/or the characteristics of Client's order including, but not limited to, when the trading desk is closed, around fundamental announcements resulting a change in available liquidity in the markets,
- 15.7. You have the right to withdraw the funds which are not used for margin covering, free from any obligations (i.e. Free Margin) from your account without closing the said account.

16 Negative Balance Protection

CFDs are leveraged products, which incur a high level of risk and can result in the loss of all the Client's invested capital. However, it should be noted that the Company provides Negative Balance Protection to all eligible Clients. That means that an eligible client cannot lose more than his overall invested capital.

17 Trading Signals

- 17.1. The Company may display and/or make available through its Platform and/or any other means, trading signals that are produced by a Third Party and not by the Company (the "Signals"). The conditions of eligibility of a Client to receive such Signals shall be provided by the Company to its eligible Clients and might be amended from time to time as per the absolute discretion of the Company.
- 17.2. The Client understands and agrees that the content of the Signals does not constitute Investment Advice, nor is providing any personalized investment recommendations and/or advice in deciding to trade, while the Company does not guarantee the accuracy, correctness, or completeness of information available through such service.
- 17.3. Past performance or simulated past performance is not a reliable indicator of future results, while there is often a large difference between theoretical performance and the actual results later reached by any trading platform. There are many influencing factors related to either the market, in general, or to the specific implementation of any signals which can affect actual trading buy/sell results. Therefore, no guarantee is made that any user of this service will or is likely to achieve results and the trading signals shall not be used as the sole factor influencing the client's decision.

- 17.4. The company cannot bear any responsibility towards the Client related to the usage of Signals. The Client agrees that he is solely responsible for his trading account(s) and decides according to his sole judgement whether to take into consideration the information available through the Signals.
- 17.5. The Company will not be liable for the acts, omissions or with regards to delay or non-delivery of any means of notifications regarding Signal alerts or calendar event It should not be presumed that the methods, techniques, or indicators presented through the Signals will result in profits or that they will result in losses.
- 17.6. The Company reserves the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change the service provided through the Signals.

18 Communication

You shall be able to contact the Company within its normal working hours. Unless otherwise agreed, all notices, instructions, and other communication to be given by us to you under this Agreement shall be given to the address, phone number or email address provided by you to us. Likewise, all notices, instructions, and other communications to be given by you under this Agreement shall be given to us either orally or in writing either via email address or message form available on our [website](#).

You have an obligation to notify the Company immediately of any change in your contact details. Should you fail to do so, the Company shall have no liability should any important notices sent to you are lost when sent by the Company at your last known details.

19 Recording of Communications

- 19.1. The Company is obliged to keep records of all types of communication between us and the Client. Therefore, we keep records of all services and activities we provide as well as of all transactions undertaken. We record all communication including any incoming or outgoing phone conversations, emails, as well as all other electronic communications relating to any transactions concluded when providing services. We will also record any other communications, even if those conversations or communications are not related to any transactions. We reserve the right to use these records where and when we deem necessary, including but not limited to dispute resolution situations.
- 19.2. We will keep copies of any records for any period of time which is required by the relevant Laws and Regulations, starting from the date on which the record is created. You have the right to request in writing a copy of the recorded communications.

- 19.3. All records are stored by us in durable medium, which does not allow us to alter or delete the original version. We may provide copies of such recordings to competent authorities upon their request to comply with our regulatory obligations.
- 19.4. You understand and accept that you have been notified, in advance, about the recording of any phone conversation, electronic communication, personal data.

20 Risk Disclosure and Acknowledgment

- 20.1. Before entering into a trading relationship with the Company you shall remain aware of all the risks involved and be able to have adequate financial resources to bear such risks.
- 20.2. CFDs trading are high risk products that are traded on margin and carry a risk of loss of all capital that you invested. These kinds of products can fluctuate significantly and present high risk of capital loss, therefore CFDs may not be suitable and/or appropriate for all kinds of clients, and you should seek independent advice should you enter into CFDs trading.
- 20.3. You shall acknowledge, understand, agree, and accept the risks including but not limited to:
- a) The Company cannot guarantee that the funds you deposited will not be lost due to your trading activities.
 - b) You shall acknowledge that, regardless of any information which may be offered by the Company, the value of the investment in CFDs may fluctuate and it is even possible that the investment will become of no value.
 - c) You shall acknowledge and accept that CFDs are high risk type of investment, and you may incur losses and damages as a result of the transactions you undertake, and you are willing to take this risk.
 - d) The transactions may be of a speculative nature. Large losses may occur in a short period of time and may be equal to the total value of investment.

21 Advertising – No Advisory

21.1. Marketing

The Company, its Affiliates, Partners and/or Agents will use various form of marketing which may be placed on the Company’s website, social media, websites of Affiliates, be sent to you via email, may be in the form of events or promotions or distributed with use other means, you shall understand and agree that:

- a) The Company, its Affiliates, Partners and/or Agents give no representation, warranty, or guarantee as to the accuracy, correctness or completeness of any related information provided to you.
- b) The information provided is purely for marketing, education and/or update purposes only and does not provide or intend to provide any form of advice, investment advice, or unsolicited financial promotions. You should make your own investment decisions, and you are solely responsible for the outcome of those decisions.

21.2. Incidental information and investment research

- a) When the Company provide generic trading recommendations, market commentary or other information:
 - This is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to advice.
 - Where information is provided in a form of the document containing restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not share it to any such person or category of persons.
 - The Company does not give any representation, warranty, or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any transaction.
 - You accept that prior to dispatch, we may have acted upon it ourselves or made use of the information on which it is based. We do not make representations as to the time or receipt by you and cannot guarantee that you will receive such information at the same time as other clients.
 - All charts, graphs, prices, market behaviors and/or performance provided by us are just indicatives and may not represent actual results. If you decide to act on them, you shall acknowledge that it is in your sole discretion and liability.

21.3. Own Judgement and suitability

Without prejudice to our foregoing obligations in asking us to enter into any transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the transaction. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your own evaluation of the merits and risks implemented in your investment decisions, and that you have read and accepted the Risk Disclosure available on our website. We give you no guaranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in our relations with you.

22 Client Funds

- 22.1. Once you are verified and approved by the Compliance Department you must deposit sufficient clear funds into your Account to start trading. First Deposit amount will depend on the type of Account you chose (you can find more information about account types [here](#)).
- 22.2. The Company keeps Client's funds with reliable financial institutions (for example Banks) on segregated omnibus accounts. That means that your money will be separated from the Company's funds and under no circumstances we will be able to use it to meet any of our obligations, at any time.
- 22.3. You may deposit funds into the Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company.
- 22.4. The Company shall have the right to request from you at any time any documentation to confirm the source of funds deposited into your Account. The Company shall have the right to reject a deposit and/or block your Account and/or refuse to proceed with any withdrawal requested in any of the following cases:
 - a) if the Company is not duly satisfied as to the legality of the source of funds.
 - b) If the provided document is not sufficient.
 - c) If you fail to provide the Company with any relevant documents, it requests from you for identification purposes or for any other reason or the Company is not satisfied with the documentation made available by and for you.
 - d) If the Company reasonably suspects or has concerns that the submitted documents may be false or fake.
- 22.5. The Company shall have the right to reject a deposit and/or block your Account and/or refuse to proceed with any withdrawal requested in any of the following cases:
 - a) If the Company reasonably suspects that the Client is involved in illegal or fraudulent activity.
 - b) If the Company is informed that the credit or debit card (or any other payment method used by the Client) has been lost or stolen.
 - c) When the Client performs deposits that are considered as per the absolute discretion of the Company, large and/or inconsistent and/or create suspicion of money laundering and terrorist financing.
 - d) when the acquiring bank, issuer bank or any third-party processor or payment service provider rejected the transaction.
- 22.6. To avoid any risks, we perform daily reconciliations of all Clients funds to ensure that all the funds are correctly allocated.
- 22.7. We shall not be held responsible for the solvency, acts, or omissions of any institution with which Client money is held, regardless of jurisdiction.

- 22.8. In the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the said institution 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.
- 22.9. You agree that you should be held fully liable for your own funds if you provide us with wrong and/or misleading details. The Company bears no responsibility for any funds not deposited directly into the Company's bank accounts.
- 22.10. You acknowledge and confirm that no interest will be received on the balance of your Account, regardless of if we will receive interest on deposits from the financial institution(s) with which we hold the funds.
- 22.11. You agree that any deposits you made to the Company bank accounts will be deposited to the Client's Account at the value date of the payment received and net of any charges/fees charged by the bank, bank account providers or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client or an authorized representative before making any amount available to the Client's Trading Account, otherwise the Company reserves the right to refund/ send back the net amount received to the remitter by the same method as received.
- 22.12. Any amounts corresponding to liabilities you have toward us, including liabilities arising as result of abusing the negative balance protection, can be deducted directly from the balance of any of your Account(s) under your profile.
- 22.13. Unless otherwise agreed in writing any amount payable by the Company to you shall be paid directly to your Account held with Us.
- 22.14. If the funds sent by you are not deposited in your Account when they were supposed to, you shall notify the Company and request the Company to investigate the reason for the missing funds. You agree that any charges of the investigation shall be paid by you and deducted from your Account or paid directly to the bank performing the investigation. You understand and agree that to perform the investigation you shall have to provide the Company with the requested documents and certificates.
- 22.15. You have the right to withdraw any part of the funds equal to the free margin available in your Account(s) to your Bank Account, subject to any applicable restrictions regarding its operation, and any other right or limitation on such withdrawal.
- 22.16. The withdrawal request must be made by you through your Client Area.
- 22.17. Any Deposits or withdrawals shall be effective after our systems have made the relevant credit or debit of the funds to the relevant Account(s), and whilst we will make all reasonable efforts to ensure any transfers are made effective in a timely manner, we cannot guarantee how long this process may take. We will not be liable for any delays or

other losses that may arise if, for instance, you provided us with wrong or incomplete information.

- 22.18. The Company will proceed with the withdrawal request received from the Client, after the Client has completed the withdrawal process. the Company shall initiate such withdrawal if the following requirements are met:
- a) The withdrawal instruction includes all the required information and identification details of the Client as may be required by the Company.
 - b) The instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was originally deposited in the Client Account.
 - c) The amount specified in the withdrawal instruction, including all payment charges, is in excess of the Client's Free Margin plus any other amount due to the Company.
 - d) There is no Force Majeure event prohibiting the Company from processing with the withdrawal.
- 22.19. It is agreed and understood that the Company will not accept anonymous payments in the Client Account and will not make withdrawals to any other third party or anonymous account.
- 22.20. The Company at its own discretion reserves the right to refuse and decline any withdrawal instructions for any reason it deems appropriate. The Company reserves the right to reasonably decline a withdrawal request from the Client asking for a specific transfer method and the Company has the right to suggest an alternative.
- 22.21. You acknowledge that the Company cannot be held liable for how many days it takes the bank, or other financial institution, or third-party payment solution providers, to send funds to the Company and/or to the Client, as the case might be, and the time the Company or the Client shall receive the funds.
- 22.22. If you receive from us money by mistake, you agree to hold such an amount until we retrieve it from you. In the event you use any of funds sent to you by mistake, we will have claim on those funds, together with any profit derived from the use of those funds.
- 22.23. You understand and agree that the Company shall have a general lien on all funds held by the Company on your behalf until the satisfaction of your obligations.
- 22.24. The Client agrees that in the event of a withdrawal request via bank wire the minimum withdrawal amount shall be equal to or more than 150 ZAR (or any other currency equivalent). Furthermore, all bank charges that may occur in a case of withdrawal request, derived from the Client's trading account to the client's designated bank account, will be borne by the Client.
- 22.25. The Client agrees that in the event of a withdrawal request via payment provider other than bank, the minimum withdrawal amount shall be equal to or more than 50 ZAR (or any other currency equivalent).

23 Representations and Warranties

You represent and warrant to us on the date this Agreement comes into effect and as of the date of each transaction that:

- 23.1. If you are a natural person, you are of legal age and you have full legal capacity to enter into this Agreement.
- 23.2. If you are legal entity:
 - You are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted.
 - Execution and delivery of this Agreement, all transactions, and the performance of all obligations contemplated under this Agreement, any natural person executing and delivering this Agreement, have been duly authorized by you.
- 23.3. You hereby represent and warrant that you have not been coerced, or otherwise persuaded to enter into this Agreement.
- 23.4. There are no restrictions on the markets or Financial Instruments in which any Transactions will be sent for execution, depending on your nationality or religion.
- 23.5. All actions performed under the Agreement will not violate any law or rule applicable to you or to the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets or funds are affected.
- 23.6. You are acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received.
- 23.7. The information provided by you to the Company during the Account Opening process and at any time thereafter is true, accurate and complete and the documents handed over by you are valid and authentic.
- 23.8. You should acknowledge and understand that prior to deciding on dealing with CFDs offered by the Company, you should consider your investment objectives, risk tolerance, financial resources, and level of experience on these products. If you do not understand the risks involved and associated when dealing in the CFDs offered by the Company and/or are not familiar in dealing with such products you should seek independent financial advice prior to applying for opening a trading account with the Company. If upon receipt of independent financial advice, you still do not understand the risks involved and associated when dealing in the CFDs offered by the Company, you should not apply for opening a trading account with the Company and/or refrain from trading if already opened a trading account with the Company.

- 23.9. You acknowledge, understand, and accepts that CFDs are leveraged products and involve and carry a high level of risk and that you may sustain losses and damages (i.e. possible to loss of all your invested capital) and consequently you by applying for the opening of a trading account with the Company accept and are willing to undertake such risk.
- 23.10. Past performance and forecasts are not reliable indicators of future results.
- 23.11. You have full beneficial ownership of the Account created under your name and surname. You will not grant access to your Account with the Company (other than the level of access granted to the Company) to any person without the prior written consent of the Company. You have full beneficial ownership of all collateral and will not grant access to any collateral to any person (other than access to the collateral granted to the Company) without the prior written consent of the Company.
- 23.12. All funds deposited by you in the Account belong to you, are free of any lien, charge, pledge, and any other encumbrance and were not obtained by you, either directly or indirectly, from illegal activity. If the Company reasonably suspects that you are in breach of the above warranty, it may, without derogating from its other rights under this Agreement and applicable law, to freeze the Account, either by prohibiting additional deposits, declining order and/or declining or delaying any withdrawal requests, terminating existing positions and/or any other means allowed or required to take under Applicable Regulation. You agree that the Company shall not be liable for any loss, damage, or expense of any kind which you may suffer as a result of such cases.
- 23.13. You are not a Politically Exposed Person and do not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and if you have not disclosed this already in the Account Opening Application Form, you have an obligation to inform the Company as soon as possible. If during the duration of this Agreement you will become Politically Exposed Person, or will start relationship, or become partner with such person you shall immediately notify the Company about it.
- 23.14. You are not citizen or resident in Country that is under sanctions, prohibited jurisdiction or region in which the Company is not providing services due to regulatory restrictions.
- 23.15. You shall guarantee that to the best of your knowledge there is no pending legal proceeding before any court, arbitration court, governmental body, agency.
- 23.16. You are solely responsible for any telecommunications networks and Internet access services and other consents and permissions required in connection with your use of the Website and/or the Trading Platform(s) and the Services. You shall be responsible for all access and service fees necessary to connect to the Website and/or the Trading Platform(s) and assume all charges incurred in accessing such systems. You shall further assume all risks associated with the use and storage of information on your personal

computer or on any other computer or electronic device through which you will gain access to the Website and/or the Trading Platform(s) and the Services.

- 23.17. The Company has no obligation to contact you to advise upon appropriate action considering changes in Market Conditions (including, without limitation, Market Disruptions) or otherwise. You acknowledge that trading in Company's products is highly speculative and volatile and that, following execution of any transaction, you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and we accept no liability for the loss alleged to be suffered as a result of any failure by you to do so.
- 23.18. You will implement, operate, and maintain appropriate protection in relation to the security and control of access to your computer, and against computer viruses or other similar harmful or inappropriate materials, devices, information, or data.
- 23.19. You shall not use any electronic communication feature of a service on the Platform(s) for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
- 23.20. You shall use the Services only in good faith. If the Company deems that you have been using the Services in bad faith the Company shall have the right to close your Account and the Company shall be entitled to retain all monies therein. You hereby expressly waive any future claims against the Company in such regard.
- 23.21. You shall not commit any acts or display any conduct that damages the reputation of the Company.
- 23.22. You confirm that you have sufficient access to the internet, and you regularly check the Company's website for, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, policies and information about the nature and risks of investments.

24 Limitation of Liability and Indemnity

- 24.1. In the event the Company provides information, recommendations, news, information relating to transactions, market commentary, research, or provide charts, analysis or price quotes to you (for example in a form of newsletters which may be posted on the Website, emails, social media or by any other means), the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by you arising from any inaccuracy or mistake that could arise from such information's.

- 24.2. You agree to indemnify and hold the Company, its affiliates, employees, agents, successors and assigns harmless from and against all liabilities, claims, losses, damages, costs, and expenses, including attorneys' fees, incurred by The Company arising out of but not limited to:
- a) Your failure to fully and timely fulfil your obligations hereunder.
 - b) For your or your authorized representative trading decisions.
 - c) All Orders that are given through and under your Access Data.
 - d) Your breach of the Agreement.
 - e) When any of your representations and warranties made, turn out at any time to be untrue or incorrect.
 - f) When the Company exercises compliance with relevant laws and regulations, and/or its rights in accordance with, Laws or this Agreement.
 - g) The acts of omissions or fraud or negligence of any third party.
 - h) In relation to any instructions given to the Company by an authorized representative of the Client.
 - i) In relation to any instructions which appear to the Company to be given by an authorized representative of the Client.
 - j) Any acts or omissions (including negligence and fraud) of your and/or your authorized representative.
 - k) If you are relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders.
 - l) As a result of your engaging in social trading, under which you are automatically following other traders' orders.
 - m) Any abnormal market condition or force majeure event.
 - n) Any delays, delivery failures, or failures in transmission of any order or any other communication, or any other loss or damage resulting from the transfer of data over mobile or other communications networks and facilities outside of the Company's control.
 - o) Any features, market data, or third-party content available on the Company's website, Platform(s), emails, other channels, are provided "as is", or "Indicative" and "if available" basis.
 - p) You also agree to pay promptly to The Company all claims, losses, damages, costs, and expenses, including attorneys' fees, incurred by The Company in the enforcement of any of the provisions of this Agreement, any CFDs and other transactions hereunder, and any other agreements between The Company and you and the collection of any amounts due hereunder and thereunder. These expenses and losses may be withheld from your accounts and/or from the third-party accounts, if an appropriate investigation conducted by the Company reveals that these third-party accounts also belong to you.

24.3. The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the Client for the Provision of the Services and use of the Platform(s).

25 Severability

Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene to any rule, regulation or by law of any 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.

26 Non-Exercise of Rights

The failure of either Party to seek redress for any breach or to insist upon strict performance of any term or provision of this Agreement or to exercise all or any part of any right or remedy to which that Party is entitled under this Agreement shall not operate as a waiver of its rights.

27 Complaints and Disputes

If you wish to report a complaint, you must send an email to [enter relevant email as per brand name]. The Company will try to resolve the complaint without undue delay and according to the Company's Complaints Policy provided at the onboarding stage, along with the Application Form or as posted on the Website.

28 Acknowledgments

28.1. You will acknowledge that you read, understood, and accepted this Agreement, and all Legal Documents available on the Website. The Company may at its sole discretion amend/change this Agreement at any time and without notice. Such changes shall be effected on our website and you are responsible for checking the updates regularly and making yourself familiar with them. If you make any transaction on or after the amendments to this Agreement have come into effect, you will be deemed to have accepted the changes.

- 28.2. You acknowledge that your relationship with us will be governed by the terms and conditions of this Agreement and all Legal Documents available on the Company's website.
- 28.3. You acknowledge that any market recommendation and any information provided to you by the Company does not constitute or intend to constitute an advice, personal recommendation, invitation to trade, solicitation or an offer to buy or sell of Contract and that such information and recommendation, although based upon information from reputable sources that are to be believed to be reliable, may be based solely on a third-party market analysis provider, and as that the Company does not guarantee that presented information is complete, accurate, non-misleading. The Company makes no representation, guarantee or warranty as to, and shall not be responsible for, the accuracy or completeness of any information or recommendation provided to you.
- 28.4. You acknowledge that the Company's Official language is English.
- 28.5. You shall acknowledge that the Company may change the specifications of the Client's Accounts without prior notice. Those changes will be published on the Company's website, and it is your sole responsibility to check the website on a regular basis to ensure that you always stay informed about all changes.

29 Force Majeure

Force Majeure describes unforeseeable, extraordinary events or circumstances which can be related to, for example natural disasters, systems failure, political or social turbulences, sudden changes in Law, epidemic etc. Those events are beyond control and often result in complete or partial inability to fulfil obligations that were agreed between parties.

- 29.1. In case of force majeure the Company shall not be liable to you for any failure, hindrance and/or delay in performing arises directly or indirectly from the events beyond our control.
- 29.2. A Force Majeure Event includes without limitation each of the following:
- 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 Platform(s).
 - 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.
 - Labor disputes and lock-out which affect the operations of the Company.

- Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market 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 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.
- A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, or supranational body or authority.
- Breakdown, failure, or malfunction of any electronic, network or communication lines (not due to the bad faith or willful default of the Company).
- Any event, act, or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not able to take any reasonable action to cure the default.
- The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement.
- 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.

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

- Amend any part of the Agreement on the basis that it is no longer feasible for us to comply with.
- Take or omit taking all such other actions as the Company deems to be reasonably appropriate in the circumstances regarding the position of the Company, the Client, and other clients.
- Increase margin requirements.
- Increase spreads.
- Decrease Leverage.
- Close out, in good faith, any open positions at a price that the Company considers reasonable.

- Cancel any Client Orders and Refuse to accept Orders from Clients to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them or to avoid losses to the Client.
 - Request amendments to any closed positions.
 - Suspend the provision of the services to the Client.
 - Reject or delay processing any withdrawal requested.
 - Allow close-only functionality.
 - Remove or suspend any products or change any contract specifications.
- 29.4. The Company will exercise all necessary endeavors to resume the orderly provision of the services as soon as reasonably possible. Where it is not possible at all, we will inform you of the necessary actions to be taken to protect your interests and ours, where possible.
- 29.5. Where we are unable to perform any of our obligations to you under this Agreement due to a Force Majeure, we won't be held responsible and/or liable for any losses, damages arising out of any failure, interruption, or delay in performing its obligations under this Agreement.

30 Inducements

- 30.1. The Company may pay and/or receive fees/commissions to/from third-parties, provided that these benefits are designed to enhance the quality of the services to the Client, and they do not impair compliance with the Company's duty to act in the best interests of the Client.
- 30.2. A fee, commission or non-monetary benefit should only be paid or received where:
- It is justified by the provision of an additional or higher-level service, relevant to clients.
 - It does not directly benefit the recipient firm, without a tangible benefit to the Client.

31 Conflicts of Interest

The Company, its associates or other persons or companies connected with us may have an interest, relationship, or arrangements that are material in relation to any transaction, contract, service provided by the Company, under this Agreement.

Conflict of interest may arise when the Company's interests compete or appear to compete or interfere with your interests under this Agreement. You understand and agree that such circumstances may arise, and where they do, we will take all reasonable steps to identify and manage conflicts of interests between us, including our managers, employees or any other

related party or any other person directly or indirectly related to them by control, and the clients or between one client another one, and to mitigate and control such conflicts responsibly and effectively.

Where any conflicts of interest cannot be mitigated effectively, we will disclose the general and/or source of such conflicts.

32 Introducing Brokers

- 32.1. In cases where the Client is introduced to the Company through a third person such an Introducing Broker, associate, or affiliate (“Introducer”) the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered between the Client and the Introducer. The Company and the Introducer are wholly separated and independent from one another. Any agreement between the Company and the Introducer does not establish a joint venture or partnership and the Introducer is not an agent or an employee of the Company.
- 32.2. The Client acknowledges that any such Introducer will be acting solely as an independent intermediary and that such Introducer won’t be authorized to make any representations concerning the Company or the Company’s services nor shall it be authorized to take any obligations in the name of the Company. It is also made clear that Introducers are not authorized to bind the Company in any way, to offer credit in Company’s name, to offer guarantees against losses, to offer investment services or legal, investment or tax advice in Company’s name or collect clients’ funds. It shall be noted that Introducers or any other third party are prohibited to provide to the Client with advice or any misleading or inaccurate information regarding any of the services provided by the Company (including, without limitations, written or oral recommendations), and whilst the Company has in place robust controls for the effective oversight of Introducers that may provide information to Company’s prospect Clients, the Client shall acknowledge and agree that the Company does not endorse or vouch if such information is provided by any Introducer.
- 32.3. In cases where the Client is introduced to the Company by an Introducer, the Client acknowledges and agrees that certain information regarding his personal and/or trading data may and will be disclosed to the Introducer.

33 Assignment

- 33.1. The Company may at any time sell, transfer, assign or novate to a third party any or all its rights, benefits or obligations under this Agreement or the performance of the

entire Agreement subject to providing fifteen (15) 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, winding up of the Company, lapse of its IF license or sale or transfer of all or part of the business or the assets of the Company to a third party.

- 33.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 34.1 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 seven (7) Business Days prior Written Notice to the Client.
- 33.3. The Client has the right to refuse the provisions presented in points 34.1. and 34.2. above by sending written notice requesting termination of this Agreement. In such a case the Company will close the Client's Account.

34 Authorized Representative.

- 34.1. The Company may in certain cases accept an Authorized Representative on behalf of the Client to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided the Client notifies the Company in writing of the appointment of an Authorized Representative and this person is approved by the Company fulfilling all the Company specifications for this.
- 34.2. Unless the Company receives a written notification from the Client for the termination of the authorization of Authorized Representative, the Company, without prejudice to paragraph 35.4 herein below, has the right to continue accepting Orders and/ or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such orders as valid and binding.
- 34.3. The written notification for the termination of the authorization of the Authorized Representative must be submitted to the Company with at least 5 days' notice prior to the termination of the authorization date.
- 34.4. The Company has the right (but NOT an obligation to the Client) to refuse to accept Orders and/ or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:
 - a) An Event of Default occurred.
 - b) To ensure compliance with the relevant market rules and or practices, Applicable Regulations, or other applicable laws.

- c) If the Order stipulates possible abusive trading practices.

35 Bonus and Promotions

- 35.1. The company offers various types of Bonus Programs from time to time. Each of them may have different characteristics, criteria, and requirements that must be met. We strongly recommend that you read the characteristics of each Bonus Program and make sure you understand and agree with the Terms and Conditions of each Bonus promotion.
- 35.2. Any Terms and Conditions of the Bonus / Promotion's the Company may offer from time to time will be communicated to the Client prior participating.
- 35.3. Bonus requires the following: For every USD 1 that is provided as bonus to the client is subject to trading volume of USD 2,000 round turnover. For example, in currency pairs such as USD/JPY 1 lot turnover is equivalent to the standard size of USD 100,000.
- 35.4. If the client requests to withdraw funds before executing the required trading volume as per point 35.3. above, all the bonus and the profits derived from it will be canceled automatically upon withdrawal of the funds.
- 35.5. The Company reserves the right to revoke or change the offers/promotions at any time without prior notice.
- 35.6. The Company at its sole discretion apart from the existing Bonus, can grant the Client an additional Bonus that will be valid for the period of 10 business days.

36 Privacy Policy

All personal information that the Company collected is treated as confidential and is protected as per provisions of the Protection of Personal Information Act 4 of 2013 (POPI Act).