

| Client Trading Agreement

Please read these terms and conditions carefully. By accessing this Website, the Trading Platform, or by entering into any trades, you agree to be bound by the terms and conditions below. If you do not agree to the terms and conditions below, do not access this Website or the Trading Platform or enter into any trades.

Terms and Conditions

These present Terms and Conditions, including the Risk Disclosure, Beneficial Owner Declaration, Trading Benefits General Terms & Conditions, available on InnovateCorp Ltd's InnovateCorp Trade Website shall constitute the entire Client Trading Agreement (collectively the "Agreement")

BETWEEN

InnovateCorp LTD, a company registered in Marshall Islands with registration number 126626, having its registered address situated at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960, and operating under the brand name InnovateCorp (hereinafter "We", "Us", or the "Company")

AND

the end user (hereafter "You" or the "Client") (each a "Party" and together, the "Parties" and words importing the masculine shall also import the feminine and vice versa)

WHEREAS:

- i. The Company is authorized to carry on the business of dealing in securities by laws of Marshall Islands as the holder of a Legal Opinion under the applicable financial services laws;
- ii. The Company provides investment services through a trading platform including spot and forward foreign currency contracts, Contracts for Difference (CFD's), foreign currencies swap transactions, and such other transactions as InnovateCorp may from time to time make available;
- iii. The Client wishes to enter into this Agreement and open a trading account with InnovateCorp in order to use the said platform and to enter into investment services transactions with the Company;
- iv. The Agreement shall govern all trading activity and non-trading operations of the Client with the Company.

THEREFORE, THE PARTIES AGREE AS FOLLOWS;

1. DEFINITIONS

- Unless the context otherwise requires, the following terms shall have the meaning stated below:
- "Account" means a personal trading account opened by the Client, solely for himself, and maintained with InnovateCorp, which account records the funds held by InnovateCorp on the Client's behalf which funds allow the Client to utilize the Services, including to enter into trades through the Trading Platform;
- "CFD" or a "Contract for Difference" means a contract to exchange the difference in value of a particular underlying asset between a period starting when the contract is opened and the time at which it is closed;
- "Lot" is the standard measurement unit for each financial instrument traded on the Trading Platform;
- "Margin" means such amounts as the Company may at its sole discretion determine, which amounts are required in the Client's Account in order to enter into one or more trades using the Trading Platform;
- "Mobile Application" shall mean the Company's downloadable application;
- "Services" means the investment services provided to the Client by the Company through the Trading Platform as further described in this Agreement in particular in clause 5 of these Terms and Conditions;
- "Trading Platform" means the downloadable or web based or application software, which software shall allow provision of the Services for use by the account owner only; and

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“Website” means the domain innovatecorp.global and any subdomain used by the Company to provide the Services

2. GENERAL PROVISIONS

2.1. **Agreement.** By entering into this Agreement, you agree that you have read and understood and accept the terms and all the information that form part of this Agreement.

2.2. **Risk Disclosure.** You understand that the Services offered by the Company include trading products which involve substantial risk that is not suitable for everyone. You acknowledge that you fully understand the nature and risks of the Services and related trading products and you accept that under no circumstances will any losses incurred as a result of use of the Services be recoverable from the Company.

2.3. **Legality.** It is your responsibility to verify that you are permitted to use the Services in any jurisdiction in which you are located and you agree that you will not use the Services while you are located in a jurisdiction which prohibits you from using the Services. You agree that you will not enter into a trade or otherwise make use of the Services or the Trading Platform if it would breach or cause the Company to breach any relevant legislation

2.4. **Information Services.** From time to time the Company may provide you with access to various information and content via the Website or Trading Platform and/ or Mobile Application. Furthermore, the Company may provide you with links to third party websites which may include information. This information is supplied "as is" and is for guidance only and shall not be construed as advice. Use of such information is entirely at your own risk. To the fullest extent permitted by law, the Company makes no representations or warranties of any kind, including but not limited to, the accuracy, quality or completeness of the information. The Company shall not be liable for any action taken by you as a result of your relying on any of this information or for any loss or damage suffered by you as a result of you using such information or any third-party website linked to us. No information provided shall be deemed as assurance or guarantee on the results of any trade.

2.5. **No Investment Advice.** You hereby acknowledge that the Services do not include the provision of investment advice and/or the provision of personal recommendations in respect of one or more transactions relating to one or more instruments. Any information that may be provided in accordance with this clause 2.5 aims merely to assist your investment decision making and does not constitute investment advice.

2.6. **No Physical Delivery of Underlying Instruments.** You hereby acknowledge that entering into trades through the Trading Platform does not result in the physical delivery of currency or of the underlying instrument and that trades are cash adjusted or closed by you taking an offsetting position. For this reason, open trades will always be closed with the Company and your Account will either be credited or will be debited according to the profit or loss made on the trade.

2.7. **Nature of the Services.** The Client hereby acknowledges and represents that the nature of business for entering into the present Agreement is to trade and that the Company's Services and the Trading Platform do not provide a market amongst or between users of the Trading Platform. The Company and/or a Liquidity Provider is the counterparty to its clients' trades on a principal capacity on some or all financial instruments.

2.8. **Language.** The Client accepts and understands that the Company's official language for the provision of the Services is the English language, which prevails at all times and the Client should always read and refer to, inter alia, all information, legal documentation, disclosures, policies and activities of the Company in the English language.

3. ACCOUNT RULES

3.1. **Registration.** In order to use the Company's Trading Platform you will require a username and password from the Company. The username and password will be selected by yourself and allocated to you upon completion of the Company's application form available online. The Company is entitled, at its sole discretion, to reject your application

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to register. The Company is also entitled to close your Account with immediate effect or to suspend, restrict or withdraw your access to the Trading Platform in the event that the Company has reasonable belief that you are in breach of this Agreement with or without providing any reason.

3.2. Reliance on Password. You acknowledge that the password is confidential and that you are responsible for keeping such password secret and do not share with any third party allowing them to access your Trading Account. The Company shall rely on all instructions, orders or other communications entered using your password, and you will be bound by any trade, order or expense incurred on your behalf in reliance of any such instructions, orders or other communications. You agree to inform the Company immediately if you suspect or become aware of the loss, theft or disclosure of your password. The Company will not be liable for any loss caused by acting on instructions given using your password. The Company reserves the right, at its sole discretion to terminate the Client Trading Agreement and suspend the Trading Account in case that the password is shared with any unrelated third party.

3.3. Cancellation, Termination, Suspension and Breach. The Company may restrict your access to the Services, suspend or terminate your Account, withdraw, close or void any trades in our absolute discretion without cause at any time including

(i) if there is a technological failure;

(ii) if the Company suspects that you are engaging in illegal or fraudulent or manipulation activity;

(iii) if the Company suspects that you have (or may have) breached any part of this Agreement; or

(iv) if the Company suspects you are acting in a manner that is detrimental to the conduct of the Company's business or which may result in legal liability for you, the Company or third parties.

3.4. Account Reaches Zero. In the event that the value of your Account reaches zero then all open trades shall be automatically closed by the Trading Platform.

3.5. Account is below the Margin. You must maintain a value of your Account that is not less than the Margin. In the event that the value of your Account is less than the Margin all open trades shall be automatically closed by the Trading Platform.

3.6. Inactive Account. In case of absence of any trading activity within three (3) months, the Company reserves the right to apply an administrative fee in order to maintain the account, assuming that your Account has the available funds. The fee shall be announced in the Trading Conditions, on the Company's Website at all times. If your Account is funded by a lesser amount than the one announced in the Trading Conditions and has been inactive for a period of three (3) months, the Company reserves the right to charge a lower amount to cover administrative expenses and close down the account.

3.7. Credit-out Rule. In case of absence of any trading activity for a period as specified on the Company's Website, the Company reserves the right to apply a credit-out rule and remove any trading credit available in the Client Account. The conditions for the credit-out rule are available at the Trading Conditions at the Company's Website at all times.

3.8. Trading Benefits. in the event where the Client agrees to participate in a bonus scheme and/or other promotion and/or contest and/or accept to receive a trading benefit, the Client acknowledges and agrees to the Trading Benefits General Terms and Conditions available on the Company's website at all times and any special terms provided and applicable.

4. FUNDS AND WITHDRAWALS

4.1. No Interest. No interest shall be payable on any funds deposited by yourself with the Company in your Account.

4.2. Withdrawal. You have a right to withdraw all or part of the funds deposited in your Account provided that:

4.2.1. you have submitted a withdrawal request through the Trading Platform;

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4.2.2. no open positions exist in the Account;

4.2.3. any amounts being used to cover Margins may not be withdrawn;

4.2.4. withdrawals should be made using the same method used by yourself to fund the Account;

4.2.5. a withdrawal request may be refused or delayed in the event that you have failed to provide any documentation that the Company may require for the purposes of AML/KYC.

4.3. Minimum Withdrawal Amounts. You may withdraw all or part of the Available withdrawable equity anytime but the minimum amount of withdrawal through a bank wire is US\$100. The Company reserves the right, from time to time, to set minimum withdrawal amounts at its sole discretion.

4.4. Withdrawal Fees. You agree that you are responsible for any bank charges or transfer fees when withdrawing or depositing funds.

4.5. Execution of Withdrawal. The Company shall execute the Client's withdrawal within 120 working hours as soon as the requirements as described in section 4.2 above are aggregately completed and upon approval of such by the Company. The Client acknowledges that fund transfer times may vary according to its account type, issuing bank, intermediary bank, receiving bank, destination country or any 3rd party involved in the transfer of funds. Withdrawal of funds may also be subject to restrictions imposed by or in connection with the receiving bank. The Company shall not be liable for any fund transfer. In addition, the Client acknowledges that in case the received funds are converted to any other currency other than US Dollars, some exchange fees may apply. The Client is fully responsible for payments details, given to the Company and the Company accepts no responsibility for the Client's funds, if the Client's given details are wrong. It is also understood that the Company accepts no responsibility for any funds not deposited directly into Company's bank accounts. The Company reserves the right and the Client acknowledges and agrees that in case the Client performs a withdrawal, the Company may remove and/or adjust any allocated trading benefit.

4.6. Failure. Should a withdrawal request had failed to meet the withdrawal accumulative conditions set out in section 4.2 above, the withdrawal request will be cancelled within 30 days of its request and the Client may re request for the withdrawal. Such withdrawal re request shall be subject to the withdrawal general terms as set out above.

5. TRADING SERVICES

5.1. Services. Without prejudice to any other clause in this Agreement, the Company will provide you with the Trading Platform, which platform shall provide "bid" and "offer" prices in respect of the financial instruments offered by the Company: Provided that in the case of CFDs the ability to open or close an individual CFD contract shall depend on the trading hours of the relevant regulated market where the underlying instrument is traded.

5.2. Trading Benefits. The Company may offer several trading benefits to its Clients. Trading Benefits General Terms and Conditions can be found on the Website and form part of this Agreement.

5.3. Restrictions. The Services are limited to executing trades at the quoted price. In particular you will be able to use the Trading Platform to open a position, close a position and/or to add, remove or edit orders for stop loss, take profit, buy limited, buy stop, sell limit and sell stop. The Company may at its sole discretion require you to limit the number of open trades that you hold or to close one or more trades in order to ensure that such limits are observed.

5.4. Instructions. Instructions by yourself are to be given to the Company through the Trading Platform: Provided that the Company will, in certain circumstances, in particular where the Trading Platform is unavailable, accept instructions by phone provided that, at the Company's sole discretion, the Company is satisfied of your identity and of the instructions.

5.5. Responsibility for Instructions. You are solely responsible for any instructions given to the Company by yourself and for all errors made in placing orders through the trading platform. You are also responsible for making and

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maintaining contact with the Company for the purpose of monitoring your positions and for ensuring that any further instructions are given on a timely basis.

5.6. Suspension of Services. The Company reserves the right to suspend temporarily the provision of Services in relation to one or more financial instruments at its sole discretion in the event of critical news releases.

5.7. Swap. In the absence of instructions to the contrary received by the Company prior to 12:00AM (GMT), the Company will on a daily basis automatically roll over all open positions on your Account to the following business day. You may be charged or receive roll over interest in respect of each rolled over trade which interest will depend on a number of factors including the type of product held, the size of the position and whether the position has been bought or sold. The Trading Platform displays all swap amounts charged or received.

5.8. Lot. The Company reserves the right to change the contract specifications at any time depending on the market situation. The Client agrees to check the full specification of the Financial Instrument before placing any order.

5.9. Leverage. The Company reserves the right to change your trading account leverage at its discretion, either for a limited time or on a permanent basis. The Company shall notify you of such change.

5.10. Spreads. The Company reserves the right to increase and decrease spreads on financial instruments at its sole discretion depending on market conditions.

5.11. Payment Support. Clearing support services are provided in certain instances by intra-group companies.

6. PROHIBITED PRACTICES

6.1. Scalping. Scalping is prohibited and in the event that the Company determines that your trading patterns reasonably appear to rely on scalping, the Company may revoke the trades without any liability to you and shall correct and/or adjust your Account accordingly. For the purposes of this clause, scalping shall include any method involving the rapid opening and closing of positions.

6.2. Arbitrage. Arbitrage or otherwise taking advantage of internet or other software or hardware delays or errors whereby the prices on the Company's Trading Platform do not reflect actual market prices is prohibited. In the event that the Company determines that your trading patterns reasonably appear to rely on arbitrage or other price latency opportunities, the Company may revoke the trades without further liability to you and shall correct and/or adjust your Account accordingly.

6.3. Automatic Trading. You shall not use any software for the purposes of automatic trading on the Trading Platform.

6.4. Abusive Trading. Any such act that can be considered by the Company as abusive, including inter alia, placing "buy stop" or "sell stop" Orders prior to the release of financial data, hedging, manipulations (e.g. price manipulation, time manipulation, insider dealing, market abuse etc.), lag trading, Pip Hunting, latency, hunting of trading benefit, a combination of faster/slower feeds, abuse of the cancellation of trades features available on the Trading Platform or use of systems and automated data entry to the Company's systems.

7. WARRANTIES

7.1. Client Warranties. You hereby warrant that:

7.1.1. If you are an individual, you are of sound mind, legal age and legal competence;

7.1.2. You are aware and have read and understood all risks involved in utilizing the Services;

7.1.3. If you are a company or corporate body, you are duly incorporated and validly existing under the laws of the country of your incorporation;

7.1.4. No person other than yourself has an interest in your Account or in any trades that you enter into using your Account;

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7.1.5. All information provided to the Company is true, accurate and complete;

7.1.6. You will keep all information provided updated by informing the Company from time to time of any updates;

7.1.7. You will use the Services for legitimate purposes only;

7.1.8. You shall not engage in any activity which has the purpose or effect of causing damage to or in any way hindering the Company's business operations or generating or increasing a liability on the Company, including without limitation any tax, levy or duty collecting authority;

7.1.9. You shall not trade or manipulate the Trading Platform in a manner which the Company believes has the purpose or effect of adversely affecting the integrity of the Company's Services or of the Trading Platform; and

7.1.10. Without prejudice to the generality of clause 7.1.9, you shall not trade using scalping techniques, arbitrage or automatic trading methods.

8. INTELLECTUAL PROPERTY

8.1. **Copyright.** All content, trademarks, trade names, and designs of the Website and the Platform are protected by copyright and are the property of the Company. Any unauthorized use of any of these rights may result in prosecution or other action being taken against you. Any data licensed to the Company from third parties is provided for use on the Company's Website or Platform or Mobile Application only and may not be used for any commercial purposes without the consent of such third parties.

8.2. **License to use our Website, Trading Platform and Mobile Application.** The Company grants you a limited license to access its Website, Trading Platform and Mobile Application for the purposes of accessing the Services provided that you comply with this Agreement.

8.3. **Unlawful Use.** The availability of the Company's Website, Trading Platform, Mobile Application does not constitute an offer or invitation by the Company to use the site in any jurisdiction in which such use is illegal.

8.4. **Limitations.** Your use of the Company's Website, Trading Platform and Mobile Application or any Services the Company may provide to you confers no rights whatsoever to the content and related intellectual property rights contained on the Company's Website, Trading Platform and Mobile Application or on any such data feeds. You agree not to monitor, use or copy our Website, Trading Platform and Mobile Application or any of the Company's web content, including without limitation any price data. You will not attempt to hack, make unauthorized alterations or introduce any kind of malicious code to the Website by any means. You will not (a) reverse engineer or decompile (whether in whole or in part) the Trading Platform or any other software made available through the Website; or (b) make copies, modify, reproduce, transmit, alter or distribute all or any part of the Website, Trading Platform and Mobile Application or any material or information contained in them. Any unauthorized use or reproduction may be prosecuted.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1. **Privacy Policy.** Any information you send to the Company will be processed in accordance with its Privacy Policy. You hereby acknowledge that you have read and agree to the said policy.

9.2. **Credit Checks.** You authorize the Company, at any time, to use any means that the Company considers necessary to verify your identity and creditworthiness with any third-party providers of information. Upon reasonable request made in writing by you to the Company, you will be allowed to review any records maintained by the Company relating to your credit standing.

9.3. **Records.** Telephone conversations may be recorded for quality assurance purposes, and you hereby agree that such communications may be used by the Company as evidence in the event that a dispute arises between the Parties and shall be and remain the sole property of the Company. All records and/or trading and non-trading activity, current

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and/or past and/or archived shall be maintained for at least seven years after the termination of the business relationship and in line with applicable legislative requirements.

10. TERMINATION

10.1. Either Party may terminate this Agreement by providing the other Party with written notice of at least seven (7) days prior the intended termination date without providing the reason.

10.2. The Company may terminate the Agreement immediately without giving the seven (7) days' notice in the following cases:

- a) in an Event of Default of the Client;
- b) such termination is required by any competent regulatory authority or body;
- c) the Client violates any provision of this Agreement which in the Company's opinion cannot be implemented or violates any law or regulation;
- d) the Client involves the Company directly or indirectly in any type of fraud;
- e) the Client is not acting in good faith and the Company has grounds to believe that;
- f) the Client's trading activity affects in any way the reliability and/or operation of the Company; and/or
- g) an unauthorized person is trading on behalf of the Client.

10.3. It is noted that the Client shall need to proceed with the closing of any open trades prior to the termination date. In such a case that the Client fails or omits to do so until the termination date in question, the Company will proceed with the closing of any open positions.

10.4. The Company reserves the right to keep Client's funds if necessary, to close any further positions which already have been opened and/or pay any pending obligations of the Client under the Agreement.

11. DEFAULT

11.1. **Event of Default:** Each of the below constitute an event of default:

- a) Client fails to perform his obligations owed to the Company;
- b) If at any stage during his registration any representation made by the Client under this Agreement, is untrue;
- c) Client has declared and/ or becomes of unsound mind;
- d) If the Company suspects that the client is trading abusively and, in such manner, aiming to manipulate the Trading Platform and perform abusive trading or perform any of the Prohibited Practices referred to in Clause 6;
- e) Any circumstance where the Company reasonably believes that it is necessary to take any action set out in 11.2.
- f) The Company becomes aware of and/or reasonably suspects any illegal, fraudulent activity or impropriety;
- g) The Company becomes aware of and/or reasonably suspects a misrepresentation in the registration data, documentation, details and information provided by the Client;
- h) The Client fails to provide information requested in relation to any verification process undertaken by the Company;
- i) The Client passes away or is declared absent or becomes of unsound mind;
- j) Representation or warranty made by the Client under this Agreement is or becomes untrue;

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k) An application is made for bankruptcy in respect of the Client.

11.2. If an Event of Default occurs the Company may without notification to you and in the Company's absolute discretion take such action as may be necessary to protect the Company's position, including but not limited to:

- i. Terminate this Agreement without prior notice to the Client;
- ii. Closing one or more of your open trades;
- iii. Voiding or cancelling any of your open trades;
- iv. Voiding or Cancelling any trades, orders or contracts or other commitments made with you;
- v. Closing or suspending your account; and/or
- vi. Limiting your access to the Trading Platform.

12. INDEMNIFICATION

12.1. **Indemnity.** You agree to indemnify and hold the Company and its associated companies, affiliates, officers, directors, agents and employees harmless from any liabilities, claims, losses or demands made by any third party arising out of your breach of this Agreement or out of your violation of any law or the rights of any third party.

13. LIABILITY

13.1. **Liability.** The Company shall act at all times in good faith and shall provide the Services with due diligence but shall only be held liable for any damages or losses that the Client may incur if such damages or losses occur as a result of the Company's gross negligence or deliberate omission on the Company's part.

13.2. **No Liability for Indirect Damages.** Under no circumstances will the Company be liable for any indirect, special or consequential damages, loss of profits (direct or indirect) arising from breach of contract, negligence, equitable duty (including for the avoidance of doubt in relation to any trade(s) voided by the Company) or other liability resulting from the use of the Services or the Trading Platform even if we had been advised of or known (or should have known) of the possibility of such damages or loss.

13.3. **Exclusions.** The Company excludes all representations and warranties as to the satisfactory quality and/or fitness for its intended purpose and/or accuracy and completeness of the Services.

13.4. **Loss due to Misuse.** The Company will not be liable to you for any loss that you may incur as a result of misuse of your password and it accepts no liability resulting from its unauthorized use, whether fraudulent or otherwise.

13.5. **Errors.** You will inform the Company as soon as you become aware of any errors in calculations with respect to any trade or quote on the Trading Platform. The Company reserves the right to declare null and void any trades which are the subject of such an error. For the purposes of this clause, trade or quote errors shall include, but are not limited to: a quote mistype, a quote or trade that is not representative of fair market prices, or otherwise an erroneous price quote as a result of failure of hardware, software or inaccurate data feeds provided by third parties.

13.6. **Currency Losses and Fluctuations.** In the event of any loss incurred by yourself resulting from a fluctuation in the exchange rate affecting a currency, the Company shall not be held liable for such loss. In addition, the Company shall not be liable for any losses or expenses incurred as a result of currency conversion if you authorize the Company to convert funds in your account into and from a foreign currency at a rate of exchange determined by the Company.

13.7. **Other Losses or Expenses.** If the Company incurs any claims, damages, liability, costs or expenses in relation to the Services in fulfilment of your instructions, it is understood that the Company bears no responsibility whatsoever and that it is your responsibility to indemnify the Company for any such any claims, damages, liability, costs or expenses incurred.

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14. SET-OFF

14.1. **Right of set off.** The Company may at any time, without notice to you, set off any liability owed to the Company by you with any funds held in an Account in your name or which we believe to be under your control.

15. DISPUTES / COMPLAINTS

15.1. **Disputes.** The Company is always available for any request, complaint or inquiry you may have and will attempt to resolve any issues or complaint that you may have in regard to the Services. To file a complaint, please send an email to company@innovatecorp.global or contact Customer Support.

16. FORCE MAJEURE

16.1. **Acts beyond our Control.** The Company is not liable for any loss or damage that you may suffer because of any: act of God; power cut; trade or labour dispute, act, failure or omission of any government or authority; obstruction or failure of telecommunication services; or any other delay or failure caused by a third party or otherwise outside of the Company's control. In such an event, the Company reserves the right to cancel or suspend its services without incurring any liability.

16.2. **Failure of Equipment.** The Company is not liable for the failure of any equipment or software howsoever caused, wherever located or administered, or whether under its direct control or not, that may prevent the operation of the Services, impede the placing, amending or cancellation of trades or that prevent you from being able to contact the Company or use the Trading Platform. You acknowledge that there may be delays in processing an order or instruction to amend or cancel a trade and that you remain liable for the original Trade until any relevant amendment or cancellation is received and processed.

17. MISCELLANEOUS

17.1. **Notices.** Communications and notices to be given by you to the Company under this Agreement (other than those exchanges of information occurring in the normal operation of the Website, Trading Platform and Mobile Application) should be provided to the Company as set out in the Contact us section on the Website. All communications sent by the Company by email shall be deemed to be transmitted at the time indicated on any email and will be deemed to be delivered to you personally whether actually received by you or not.

17.2. **Assignment and Sub-Contracting.** You may not, without the Company's prior written consent, assign or transfer in any manner this Agreement or any rights under this Agreement. The Company may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without obtaining your prior consent.

17.3. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement.

17.4. **Language.** This Agreement may be translated in various languages other than English for reference only. In the event of any differences between the English version of this Agreement and any non-English versions, the English version shall prevail.

17.5. **Entire Agreement.** This Agreement and the terms expressly incorporated into them constitute the entire and only agreement between the Parties with regards to its subject matter and each Party confirms that it has not been induced to accept this Agreement in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

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17.6. **Waiver.** No waiver will be implied from the Company's conduct or from the Company's failure to enforce any rights. Any waiver by the Company must be in writing to be effective.

17.7. **Amendments.** The Company reserves the right to make changes to the Trading Platform, to the Website, to the Mobile Application and to all guides and policies included therein, including inter alia this Agreement, at any time by posting an announcement on the Website. You will be subject to the guides, policies, conditions and agreements in force at the time that you access the Trading Platform, place an order and/or enter into a trade. It is therefore your responsibility to ensure to check regularly the aforementioned and make sure that you review and agree with them. Your continued use of the Services will be deemed to be your acceptance of any changes / amendments the Company may make.

17.8. **Governing Law & Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of Marshall Islands and any action or dispute relating to this Agreement must be brought in Marshall Islands. You hereby irrevocably consent to the jurisdiction of Marshall Islands law courts.

Risk Disclosure

By reviewing this disclosure document, you are under no obligation to commit to an investment with InnovateCorp Ltd operating under the brand name InnovateCorp (hereinafter "We", "Us", or the "Company") however, the content is based on those proposing to receive the Services of the Company. The purpose of this document is to advise you of the possible associated risks with trading in Contracts for Difference (CFDs). It is noted that this document does not disclose all such risks and is meant to inform users that trading in CFDs, may result in substantial loss of funds and/or complete loss of funds and therefore should only be undertaken with risk capital. Risk Capital is defined as funds that are not necessary to the survival or well-being of the user. CFDs are leveraged complex financial products and not suitable for all investors. If you do not thoroughly understand the risks involved in foreign exchange trading - do not trade. The Company strongly recommends that any user considering trading CFDs, should first thoroughly read this risk disclaimer and understand risks and losses inherent to Forex trading. It is your responsibility to carefully consider your investments prior to committing funds for CFDs trading. Before you consider undertaking any transactions with the Company, you should carefully consider whether such trading is suitable in light of your own financial position and investment objectives. CFDs trading is commonly known as a double-edge sword as the risks or losses involved are equivalent to the potential to gain. Placing contingent orders, such as "stop-loss" or "stop-limit" orders that are intended to limit losses to certain amounts may not always work because market conditions or technological limitations may make it impossible to execute such orders. Should a client trade using such orders or strategy they do so accepting this risk. Certain market conditions may make it difficult or impossible to execute orders at a stipulated price. A spread position may be as risky as a simple long (or short) position and can be more complex. The high degree of leverage associated with these types of investments means that the degree of risk compared to other financial products is higher. Leverage (or margin trading) may work against you resulting in substantial loss as well as for you resulting in substantial gain. The insolvency of the Company or of a Bank or Broker used by the Company to effect transactions on your behalf may lead to your positions being closed out against your wishes. You are hereby advised that the transactions undertaken through the dealing services of the Company may be of a speculative nature. They may give rise to large losses within a relatively short period of time, which cannot be forecast and which may sustain a total loss of the funds deposited with the Company. These losses may be attributed to adverse market movements, to position build-up or to the accumulation of commission and charges relating to the transactions. Your attention is expressly drawn to the fact that the nature of the transactions executed on your instruction, by the Company may be non-readily realizable in the case of a currency traded so irregularly or infrequently that it cannot be certain that a price will be quoted at all times or that it may be difficult to effect transactions a price which may be quoted owing

DATE: _____ FULL NAME: _____ SIGNATURE: _____

to an absence of a counter party. The Company may act as counterparty in these transactions and therefore, may act as the buyer when you sell and the seller when you buy. As a result, the Company interests may be in conflict with yours, unless otherwise specified in your written agreement or other written documents. The Company establishes the prices at which it offers to trade with you; the prices the Company offers might not be the best prices available and the Company may offer different prices to different clients. Additionally, since the Company may act as the buyer or seller in the transaction, you should carefully evaluate any trade recommendations you receive from the Company or its representatives.

DATE: _____ FULL NAME: _____ SIGNATURE: _____