



**CLIENT AGREEMENT**  
**TERMS & CONDITIONS OF BUSINESS**

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## CLIENT AGREEMENT

### TERMS & CONDITIONS OF BUSINESS

These are the comprehensive terms and conditions that pertain to the utilization and/or access of any of the website(s), Electronic Trading Platform(s), Software, and/or Services (hereinafter collectively referred to as our "Online Trading Facility") provided by the Company.

The provision of ABET GLOBAL's securities business services falls under the jurisdiction of ABET GLOBAL Limited (operating under the trade name "ABET GLOBAL"), an authorized Securities Service Provider Licensee regulated by the Financial Services Commission ("FSC") in Anguilla (henceforth referred to as "ABET GLOBAL," "Company," "we," "our," or "us"). The access and/or use of our Online Trading Facility is subject to the terms and conditions outlined here (henceforth referred to as these "Terms and Conditions" or this "Agreement") per their stipulations.

Before accessing and/or utilizing our Online Trading Facility, we strongly advise that you read these Terms and Conditions thoroughly and attentively. Your agreement, without modifications, to all the terms and conditions within this Agreement, including those expressly stated below and those incorporated by reference, is a prerequisite for becoming a client of the Company.

Should you have any reservations or disagreements with any part of these Terms and Conditions, or if you decline to be bound by them, refrain from accessing and/or using our Online Trading Facility in any manner and promptly inform us in writing.

By accessing and using our Online Trading Facility, you implicitly signify your acceptance of these Terms and Conditions, as well as any other legal notices and statements found on or within our Online Trading Facility. Your access and use are subject to the version of these Terms and Conditions in effect on the date you access and/or use our Online Trading Facility. Before continuing to use our Online Trading Facility, you are welcome to contact our customer support team at [support@abetglobal.com](mailto:support@abetglobal.com) to seek clarifications.

We retain the right to modify, alter, amend, add to, or delete any provisions of these Terms and Conditions at any time, by the stipulations herein. When such modifications occur (referred to as "Changes"), we will post them on our Online Trading Facility and/or provide you with notice of the Changes. This notification will suffice as notice, and it's your responsibility to regularly consult and check this Agreement on our Online Trading Facility for any Changes. Hence, we encourage you to periodically review these pages to remain informed of any updates. Amended terms will be effective five (5) calendar days after their initial posting on our Online Trading Facility, or from the moment you first access and/or use our Online Trading Facility after the amendments, whichever comes first. Your continued usage of posts and the publication of Changes will indicate your acceptance of the modified Terms and Conditions, which will then govern your use of our Online Trading Facility. If you do not wish to be bound by such Changes, kindly cease accessing and/or using our Online Trading Facility and promptly inform us in writing.

Certain sections or components of our Online Trading Facility might have distinct specific terms of access and/or use posted. In cases of conflict or discrepancy between these Terms and Conditions and any specific terms of access and/or use, the latter shall take precedence over your access and/or use of that specific area or component of our Online Trading Facility.

Trading on any financial market inherently involves a notable level of risk. It's imperative to understand that the contents of our Online Trading Facility neither constitute a solicitation nor an offer to engage in any transactions on financial market(s).

The contents of our Online Trading Facility, as well as any communications you receive from us via Electronic Messaging, website postings, email, telephone, telefax, or other means, and any segment of any member's area on our Online Trading Facility, specifically serve as general information and educational resources. They should not be construed as investment advice or unsolicited financial promotions. Before accessing and/or using our Online Trading Facility, we strongly recommend reviewing our "Risk Disclosure Notice" available on our Online Trading Facility.

*\*\*For further assistance, feel free to contact us\*\**

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## Chapter A: Extent of Agreement

### 1. Engaged Parties

1.1. This legal Agreement is established between you, the esteemed client (referred to as "you," "your," or simply "the client"), and ABET GLOBAL Limited, a registered limited liability company formed by the laws of Anguilla and regulated by the esteemed Financial Services Commission. Our registered office is located at 9 Cassius Webster Building, Grace, Complex, P.O Box 1330, The Valley, AI-2640 Anguilla. Additionally, this Agreement includes our authorized successors, assigns, and those subsidiaries and affiliates specifically identified in this Agreement (also conducting business as "ABET GLOBAL"). The terms and conditions herein (referred to as these "Terms and Conditions" or this "Agreement") comprehensively outline the prerequisites that you, without reservations, must acknowledge and accept before utilizing our Online Trading Facility. Before becoming our client, it's imperative that you fully grasp and consent to all terms and conditions delineated here, whether explicitly stated or implied, and those referenced herein by context. It is vital to understand that your continued use of our Online Trading Facility inherently implies your thorough reading and wholehearted acceptance of these comprehensive Terms and Conditions.

1.2. In the following context, "ABET GLOBAL" (also referred to as "the Company," "we," "our," or "us") and "you" (alternatively known as "the client," "your") individually represent a "Party." Collectively, "ABET GLOBAL" and "you" are referred to as the "Parties."

### 2. Electronic Signatures and Agreement Acceptance

**2.1. You must acknowledge and concur with the following:** (a) upon completing, submitting, or downloading account-related documents from our Online Trading Facility (referred to as the "Account Opening Application Form(s)") and/or clicking on designated spaces, buttons such as "I Accept," "Submit," or other similar designations as provided by us, you are unequivocally entering into a legally binding agreement between you and us; this entails unreserved acceptance of all the Terms and Conditions outlined in this Agreement as applicable to you. (b) Likewise, through accessing or continuing to access and/or use our Online Trading Facility, you are demonstrating your approval and adherence to this Agreement, thereby committing to its stipulations.

2.2. Communications, the delivery of this Agreement, and other agreements between us, or any changes to these Terms and Conditions, may be conducted electronically (including Electronic Messaging, website postings, email, and other electronic mediums) within the bounds of Applicable Laws, Rules, and Regulations. These electronic communications, which facilitate contract establishment, transaction placement, and recordkeeping, satisfy legal requirements for communication to be both 'signed' and 'in writing'. Consequently, documents electronically provided to you are deemed to be "in writing."

2.3. If a document necessitates your signature or acknowledgment, and you "click" in appropriate spaces or on designated buttons such as "I Accept," "Submit," or the like to indicate agreement, this action will be equivalent to manually signing or acknowledging the document. You hereby waive, within the confines of applicable mandatory law, any rights or prerequisites that an original (non-electronic) signature or record retention is mandatory.

2.4. It is essential to acknowledge that you retain the prerogative to withdraw your consent for electronic document delivery and signature at any time by furnishing written notice to us. However, revoking this consent may entail the restriction or cessation of your access to our Online Trading Facility, at our discretion, without the obligation to provide explanations.

### 3. Acceptance and Encompassing Scope of Agreement(s)

3.1. We will evaluate the Account Opening Application Form(s) you submit to ascertain your suitability as a client. Upon assessment, we will notify you via email regarding the acceptance or rejection of your application. It is within our discretion to decline your application(s) without being bound to justify.

3.2. Importantly, this Agreement, which binds us, becomes effective upon sending the confirmation email indicating the "Effective Date."

3.3. This Agreement governs our complete Online Trading Facility, including electronic content, software, real-time information on Price Quotes of Supported Securities, program facilities for executing Transac-

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tions, and additional features that may be introduced in the future.

3.4. Specific terms of access and/or use may apply to certain areas of our Online Trading Facility. If a conflict arises between these overarching Terms and Conditions and specific terms, the latter will prevail within relevant sections.

3.5. For certain Transactions and/or Contracts, distinct legal and/or contractual provisions may apply. In instances of inconsistency between this Agreement and subsequent communications regarding specific Transactions and/or Contracts, the latter shall take precedence. It's important to note that the presence of specific provisions in this Agreement or specific communications does not preclude similar provisions from applying to other Transactions and/or Contracts.

#### **4. Authorization**

4.1. Our Online Trading Facility is intended for use by individuals, corporations, joint ventures, partnerships, or legal entities (referred to as "Legal Entities") that can legally form binding contracts by their country's laws. This excludes individuals under the age of 18 (referred to as "Minors") and those unable to form binding contracts under their country's laws.

4.2. If you are a Minor or unable to form binding contracts under applicable laws, you must refrain from accessing and/or using our Online Trading Facility and promptly inform us in writing.

4.3. Notably, we disclaim responsibility for unauthorized access by Minors to our Online Trading Facility. Additionally, we are not accountable for determining the suitability of Transactions and/or Contracts for you.

**4.4. In representation of the foregoing, you affirm that:** (a) you can legally form binding contracts under your country's laws, (b) if an individual, you are above the legal age in your country, (c) the information provided in account-related documentation is accurate and current, (d) you have authority to enter this Agreement and fulfill its obligations, (e) you are not a politically exposed person, and (f) you are not employed by a Listed Company.

4.5. Trading from clients employed by a Listed Company is not accepted. In such instances, we reserve the right, at our discretion, to apply appropriate restrictions on your trading account(s), including immediate termination of our business relationship and closure of open Transactions and/or Contracts without prior notice.

4.6. If a Legal Entity intends to access and/or use our Online Trading Facility, you warrant that you possess legal authorization to bind the Legal Entity. Your execution and acceptance of this Agreement on behalf of the Legal Entity is binding and enforceable.

4.7. If any statement in the preceding paragraph is untrue or inaccurate, notify our client support team in writing for guidance on continued access and use of our Online Trading Facility.

4.8. By accepting these Terms and Conditions, you consent to our investigation of your credit standing, including contacting relevant banks, financial institutions, and credit agencies. Additionally, you authorize us to investigate current and past investment activities and contact relevant parties for verification purposes.

#### **5. Financial Proficiency and Know-how**

5.1. Our Online Trading Facility is intended solely for individuals with substantial experience and expertise in financial matters. These individuals should be capable of assessing the advantages and risks associated with utilizing our Online Trading Facility, executing Transactions, and entering Contracts through our Online Trading Facility. Importantly, these actions should be undertaken without reliance on any information provided on or within our Online Trading Facility.

5.2. Within this context, you hereby affirm, warrant, and commit, in addition to other representations made in this Agreement: (a) your aptitude to gauge the merits and risks of Transactions and/or Contracts conducted through our Online Trading Facility; (b) your decision-making devoid of dependency on information available on our Online Trading Facility; (c) your status as the Principal and sole beneficial owner, not a trustee, in executing this Agreement and participating in Transactions and/or Contracts through our Online Trading Facility; (d) regardless of subsequent assess-

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ments, your belief in the suitability of trading in financial contracts via our Online Trading Facility (including other investments we might agree to from time to time) and your awareness of all associated risks; (e) your readiness and financial capability to withstand complete loss of funds resulting from Transactions and/or Contracts via our Online Trading Facility; and (f) your comprehensive understanding of the "Risk Disclosure Notice" on our Online Trading Facility.

5.3. It is important to note that we do not assume responsibility for confirming your financial expertise and/or experience. Similarly, we cannot be held liable for any losses incurred due to insufficient knowledge and experience. If you do not meet these criteria, kindly refrain from using our Online Trading Facility and promptly notify us in writing.

## **6. Juridical Limitations**

6.1. Our Online Trading Facility is not accessible in locations where such access is unlawful. We retain the right to refuse, reject, or terminate our Online Trading Facility or any portion thereof at our discretion and without explanation.

6.2. It's understood that financial contract regulations vary globally. Consequently, it is your responsibility to ensure full compliance with relevant laws, regulations, and directives in your country of residence or the country of formation, incorporation, and/or domiciliation of a Legal Entity, when accessing and/or utilizing our Online Trading Facility. Accessing our Online Trading Facility does not necessarily indicate legality under your country's laws.

## **7. Alterations**

7.1. We hold the authority to amend, modify, delete, or add to any provisions within this Agreement at our discretion, without advance notice.

7.2. Should we make modifications (referred to as "Changes") to these Terms and Conditions, we will publish them on our Online Trading Facility or notify you accordingly. This notification will be deemed adequate, and it is your responsibility to routinely consult this Agreement for updates. Therefore, periodic review is essential to stay informed of any changes.

7.3. Amended terms become effective five (5) calendar days following their initial publication on our Online Trading Facility or upon your first access and/or use of our Online Trading Facility following these changes, whichever occurs earlier.

7.4. Your continued use of our Online Trading Facility post-Changes publication constitutes agreement to the modified Terms and Conditions. If you disagree with these changes, kindly refrain from using our Online Trading Facility and promptly notify us in writing.

7.5. Different parts of our Online Trading Facility may host distinct terms of access and/or use. In the event of a conflict between these overarching Terms and Conditions and specific terms, the latter shall govern the usage of relevant sections.

## **8. Comprehensive Agreement – Severability**

8.1. This Agreement, along with its annexes, appendices, addenda, attachments, schedules, exhibits, and amendments, constitutes the complete agreement between you and us regarding access and use of our Online Trading Facility. It supersedes all prior arrangements or agreements between the Parties, excluding those mutually agreed upon.

8.2. It's important to note that this Agreement does not mandate actions contrary to Applicable Laws, Rules, and Regulations. In cases where this Agreement contradicts present or future statutes, laws, ordinances, or regulations governing transactions, the latter shall prevail. In this instance, the affected provision will be limited as necessary to adhere to the law.

8.3. Each element of this Agreement is independent. If any provision is deemed invalid, illegal, or unenforceable by a competent court, such invalidity will not affect other provisions. Those provisions

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will remain unaffected and enforceable.

8.4. For provisions that are invalidated or unenforceable, the Parties will collaboratively seek valid alternatives consistent with their joint intention. The Agreement will be reformed and construed to reflect the maximum valid extent.

8.5. Notably, if a provision (or part thereof) violates legal requirements in terms of duration, activity, or subject, it will be reinterpreted to comply with existing law.

## 9. Defining Key Terms

9.1. Within this Agreement, capitalized terms hold specific meanings as designated in the defined terms section, denoted by bold and italics. These meanings apply (A) under the "Definitions" heading, and (B) throughout the entirety of this Agreement:

- (1) "Account": In this context, "Account" signifies the distinctive account allocated to a client upon opening a trading account with us.
- (2) "Account Detailed Report" or "Account Summary": This term pertains to a statement reflecting a client's securities portfolio, open positions, Margin requisites, and cash deposits at a specific instance.
- (3) "Account Opening Application Form(s)": This refers to the documentation and forms for account initiation posted on our Online Trading Facility. Prospective clients complete these to open an Account with us. However, we retain the prerogative to decline account opening applications at our discretion, without obligation for justification.
- (4) "Agent": "Agent" signifies an individual or legal entity conducting a transaction on behalf of another, in their name.
- (5) "Authorized Person": "Authorized Person" refers to an individual with limited power-of-attorney, authorized by a client to represent them and give instructions to us.
- (6) "Act": In this context, "Act" denotes the International Financial Services Commission Act, Chapter 272, subject to modification and amendment over time.
- (7) "Affiliate": This term represents any entity or individual directly or indirectly connected to another entity or individual through control. For clarity, "control" implies the power to manage the policies of a company or person, either directly or indirectly.
- (8) "Agreement": Within this document, "Agreement" embodies this comprehensive Agreement, inclusive of annexes, appendices, addenda, attachments, schedules, exhibits, and amendments, subject to modification over time.
- (9) "Anti-Money Laundering ('AML') Legislation": This refers to the Money Laundering and Terrorism (Prevention) Act 2008 and the Money Laundering (Prevention) Regulations 1998 collectively, subject to modification and amendment over time.
- (10) "Applicable Laws and Regulations": This term collectively encompasses various regulations, including the International Financial Services Commission Act, Chapter 272, and others, subject to modification and amendment over time.
- (11) "Associate": "Associate" denotes a party in the same corporate group, a Representative appointed by us or a related group, or any entity with a mutually beneficial relationship.
- (12) "Balance": "Balance" signifies the account balance after recent transactions within a specific time-frame.
- (13) "Business Day": "Business Day" refers to any calendar day, excluding weekends, during which Anguilla banks operate.
- (14) "CFD Contract" or "CFD(s)": This term pertains to a contract for differences referencing price fluctuations of underlying securities or indices. It involves trading on the price outcome without physical delivery

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of the underlying instrument.

(15) "Client": In this context, "Client" signifies any individual interested in Transactions and/or Contracts, using our Online Trading Facility, and fulfilling Account Opening Application Form(s) requirements, as outlined by Anti-Money Laundering ("AML") Legislation. The client must be accepted as such by us under this Agreement.

(16) "Collateral" in Context: Within the scope of this Agreement, "Collateral" pertains to securities or other assets placed with us as ongoing security and collateral. This ensures the fulfillment of all obligations owed to us concerning Services delivered with this Agreement.

(17) "Commission, Charges & Margin Schedule" Clarified: The term "Commission, Charges & Margin Schedule" refers to the detailed schedule outlining commissions, charges, Margin, interest rates, and other applicable rates for our Services. These rates are determined by us on a current basis. You can find the Commission, Chargeand & and Margin Schedule on our Online Trading Facility and can request a copy as well.

(18) Understanding the "Conflict of Interest Policy": The "Conflict of Interest Policy" represents our prevailing policy concerning conflicts of interest. This policy is available on our Online Trading Facility and can also be provided upon request. Its reference within this Agreement is duly noted.

(19) Defining "Contract": The term "Contract" within this Agreement encompasses both oral and written contracts for purchasing or selling commodities, securities, currencies, supported securities, or properties. This includes derivative contracts like CFDs and related transactions entered into between us and our clients.

(20) Elaboration on "Counterpart(y)ies": "Counterpart(y)ies" within this Agreement refers to banks and/or brokers through which we may offset our transactions and Contracts with clients.

(21) "Credit Limitation" Explained: In the context of this Agreement, "Credit Limitation" implies a restriction on trading with a client due to our credit exposure or Margin requirements concerning that client.

(22) Defining "Credit Support Provider": The term "Credit Support Provider" denotes individuals or entities that have executed guarantee, hypothecation, agreement, Margin, or Security agreements favoring us, with a client's obligations under this Agreement.

(23) Clarification of "FSC Rules": "FSC Rules" refers collectively to the regulations and circulars issued by the Financial Services Commission (FSC) under the authority granted by the Act. These rules may be modified or amended over time.

(24) "Dealable Quote" Defined: A "Dealable Quote" signifies a Price Quote suitable for effecting a Transaction and/or Contract, thus enabling its use for this purpose.

(25) Understanding "Deal Request": A "Deal Request" is an electronic communication initiated by a client through our Online Trading Facility. It involves the request for a purchase or sale Transaction at our prevailing Price Quote for that particular Transaction and/or Contract.

(26) "Deal Response" Clarified: A "Deal Response" pertains to our electronic message sent to a client via our Online Trading Facility. This message acknowledges receipt of the client's Deal Request and confirms whether the terms of the Deal Request have been accepted, and a purchase or sale Transaction has been executed.

(27) "Deposits" Defined: The term "Deposits" refers to funds deposited or transferred by clients into their Accounts with us.

(28) Understanding "Durable Medium": "Durable Medium" designates an instrument that allows clients to store information accessible for future reference. This information remains unchanged

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over time for adequate informational purposes.

(29) "Effective Date" Clarified: The "Effective Date" of this Agreement is the date on which it comes into effect. It is indicated in the confirmation email we send to a client upon acceptance of their Account Opening Application Form(s).

(30) Explanation of "Electronic Messaging": "Electronic Messaging" encompasses various forms of electronic communication we utilize to engage with clients about our Online Trading Facility, including electronic mail and other electronic communication methods.

(31) Clarification of "Electronic Services": "Electronic Services" refers to services provided by us, such as internet trading services that offer clients access to information and trading facilities through electronic means, including the internet, WAP services, and other electronic Order routing systems.

(32) Understanding "Electronic Trading Platform(s)": "Electronic Trading Platform(s)" denotes the online electronic trading platforms we provide to clients. These platforms enable them to place Orders, request Price Quotes, receive price information, manage open positions in real-time, and more.

(33) Defining "Equity": The term "Equity" refers to the capital value of an Account at a given time. This calculation includes the total value of open positions, adjusted for factors like Floating Profit/Loss and relevant rollover rates.

(34) Explanation of "Event of Default": An "Event of Default" is a term that carries the definition specified in clause 90 of this Agreement.

(35) Interpretation of "Exchange" or "Stock Exchange": In this Agreement, "Exchange" or "Stock Exchange" denotes various trading platforms and organizations related to securities exchange and trading.

(36) Understanding "Fraud Traffic": The term "Fraud Traffic" pertains to Deposits or traffic aimed at our Online Trading Facility through fraudulent or dishonest means, regardless of whether harm is inflicted. This includes actions such as false advertising, unauthorized account use, and manipulation of bonuses.

(37) Clarification of "Floating Profit/Loss": "Floating Profit/Loss" denotes the unrealized profit or loss of open positions related to Transactions and/or Contracts in supported securities within an Account. This value is calculated using the current prices of underlying securities.

(38) Defining "Free Margin": "Free Margin" refers to funds not utilized as collateral for open positions in Transactions and/or Contracts conducted through an Account. It is calculated by subtracting the Margin required for open positions from the Equity in the Account.

(39) Explanation of "Indicative Quote": An "Indicative Quote" refers to a Price Quote other than a Dealable Quote.

(40) Interpreting "Intellectual Property Assets": "Intellectual Property Assets" encompasses our Online Trading Facility, services, platforms, software, Agreement, Price Quotes, and other transmitted information. This definition includes all relevant Intellectual Property Rights.

(41) Intellectual Property Rights Clarified: When employed within this Agreement, "Intellectual Property Rights" encompass an array of intellectual property aspects, including patents, trademarks, copyrights, database rights, and more. This includes various rights related to intellectual property in compliance with Applicable Laws, Rules, and Regulations.

(42) Inside Information Explained: "Inside Information," as referenced in this Agreement, signifies non-public information that, if disclosed, could significantly impact the pricing of a Transaction or Contract.

(43) Introducing Broker Defined: The term "Introducing Broker" denotes a financial institution or advisor that may receive remuneration for referring clients to us or providing advice to clients. This includes the execution of Transactions and Contracts on behalf of such clients.

(44) Instructions to Deal Explained: The term "Instructions to Deal" pertains to your instruction for us to execute a Buy or Sell action on your behalf. This encompasses various Instruments, including Orders on Shares.

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(45) Listed Company Clarified: Within this Agreement, a "Listed Company" refers to a company whose securities are listed on a recognized Stock Exchange or regulated market.

(46) Margin Definition: In the context of this Agreement, "Margin" pertains to the necessary funds required to initiate positions in Transactions and Contracts through an Account. These requirements are stipulated in the 'Spreads and Conditions Schedule' available on our Online Trading Facility.

(47) Margin Call Explained: A "Margin Call" refers to a mandatory request issued by us to increase the Margin held in a client's Account. This aims to secure open positions in Transactions and Contracts. If the Margin falls below the minimum requirement, a Margin Call may be issued. The client then has the option to increase the Margin or close positions.

(48) Margin Call Level Clarified: The "Margin Call Level" signifies the Margin Level needed to maintain open positions. Upon equity dropping to 50% of this level, a Margin Call is issued. This serves as a warning that equity is insufficient to sustain open positions.

(49) Margin Level Defined: The "Margin Level" represents an index calculated as Equity divided by Margin.

(50) Margin Trade Explained: A "Margin Trade" pertains to a Transaction or Contract initiated and maintained based on a Margin deposit, as opposed to one based on a purchase price.

(51) Market Interpreted: In this Agreement, "Market" refers to any regulated market or multilateral trading facility where Underlying Securities are traded.

(52) Market Disruption Clarified: "Market Disruption" refers to an event or condition impacting liquidity, volatility, or settlement of transactions in Underlying Securities. This could be due to government restrictions, central bank actions, or other factors impairing Price Quotes and settlement.

(53) Market Maker Defined: A "Market Maker" is a professional participant in financial markets continuously quoting both buy and sell prices for Securities or commodities. They facilitate trading and provide liquidity.

(54) Market Rate Explained: The "Market Rate" denotes a rate established by a Party as the market rate available for purchasing specified Securities with another specified Security on a specified date.

(55) Market Rules Clarified: "Market Rules" refers to the regulations, practices, and customs of exchanges, clearing houses, or other organizations involved in purchase and sale transactions of Securities.

(56) Netting Transaction Explained: A "Netting Transaction" denotes a transaction intended to be subject to the "Netting" clauses outlined later. This transaction type is identified as such in this Agreement or by its terms.

(57) Non-Professional User Defined: A "Non-Professional User" is an individual who subscribes to our Online Trading Facility as a private individual, not acting as a registered professional securities trader, investment adviser, or manager. They use the facility for personal fund management.

(58) Online Trading Facility Explained: The "Online Trading Facility" collectively refers to websites, Electronic Trading Platforms, software, and services provided by us as per the Terms of this Agreement.

(59) Order Clarified: An "Order" within this Agreement is a client's instruction to enter a Transaction or Contract for a specific Security under conditions stipulated in the Order. It includes various Order types such as Market Execution Orders and Pending Orders.

(60) Order on Shares Defined: "Order on Shares" signifies a client's order to engage in a Transaction or Contract concerning Shares available on the relevant Exchange facilitated by us.

(61) Order Execution Policy Unveiled: Within this Agreement, the term "Order Execution Policy" signifies our prevailing policy available on our Online Trading Facility. This policy addresses best execution

practices when carrying out client Orders. It is an integral part of our binding Terms and Conditions of Business, establishing a contractual agreement between us and our clients. This policy applies to all transactions, aligning with Applicable Laws, without imposing any additional obligations on us beyond legal requirements.

(62) Over-the-Counter Defined: The expression "Over-the-Counter" or "OTC," as used in this Agreement, pertains to trading conducted outside regulated exchanges. It encompasses Transactions and Contracts involving commodities, securities, currencies, or other properties not traded on regulated exchanges. These trades occur "over-the-counter," whether facilitated by a Market Maker or through other means.

(63) Party Described: In the context of this Agreement, the term "Party" refers to either us or our Client(s), as dictated by the context in which the term is employed. The Agreement may collectively refer to us and our Client(s) as the "Parties."

(64) Person Interpreted: The term "Person," as used in this Agreement, encapsulates individuals, corporations, partnerships, regulatory bodies, government entities, and unincorporated organizations, among others.

(65) Personal Data Defined: Within this Agreement, "Personal Data" encompasses information related to identified or directly/indirectly identifiable natural or legal Persons. This includes data about us, our employees, directors, shareholders, contacts, suppliers, and clients.

(66) Personal Data Protection Legislation Explained: "Personal Data Protection Legislation" refers to the Data Protection Act 1998 or the General Data Protection Regulation (679/2016) upon its enforcement. These regulations govern data protection and privacy rights, safeguarding individuals' data.

(67) Pip Clarified: In the realm of this Agreement, "Pip(s)" stands for the smallest numerical value of a Price Quote, denoting the last digit after the decimal point. Pip values may vary depending on the currency pair, providing precision to Price Quotes. This term can also be interchanged with "Point(s)" or "Tick(s)."

(68) Pricing Data Interpreted: The term "Pricing Data" within this Agreement represents the pricing data generated by our integrated pricing engine. This data feeds our Online Trading Facility in real-time, delayed, end-of-day, or historical formats, conveying market prices of Supported Securities.

(69) Price Quotes Clarified: "Price Quote(s)" or "Quote(s)," as used in this Agreement, refers to electronic messages disseminated via our Online Trading Facility. These messages include "Transactional Ask Price" and "Transactional Bid Price," along with other parameters. They indicate whether the Price Quote is deemed a "Dealable Quote" or an "Indicative Quote."

(70) Principal Described: Within this Agreement, "Principal" signifies the individual or legal entity actively involved in a transaction. This encompasses various legally binding agreements, terms, and contracts, including those outlined in these Terms and Conditions.

(71) Privacy Policies Explained: "Privacy Policies" within this Agreement refer to the "Privacy Policy" published on our website(s). This policy outlines our approach to handling personal data and privacy matters.

(72) Prohibited Software Defined: The term "Prohibited Software" within this Agreement encompasses software that provides traders with an unfair advantage. This includes specialized software designed to exploit potential price latencies on our Online Trading Facility or to enable the use of technological or algorithmic trading patterns for arbitrage opportunities.

(73) Representative Clarified: "Representative(s)" in this Agreement denotes directors, officers, employees, legal advisors, agents, licensees, or other authorized representatives acting on behalf of a party.

(74) Rollover Fee/Swap Explained: "Rollover Fee(s)/Swap(s)" denotes interest added to or deducted from a client's Account for rolling over open positions to the next day. These rates depend on the overnight interest rate differential between the two currencies in the position.

(75) Security Explained: In this Agreement, "Security (ies)" refers to instruments defined in Schedule 1 of the Act, encompassing other securities prescribed for Act-related purposes.



(76) Services Defined: "Services" within this Agreement refer to the range of services we provide to clients as outlined by these Terms and Conditions. These services include dealing, advisory, and Order routing, accessed remotely through our Online Trading Facility.

(77) Settlement Confirmation Unveiled: A "Settlement Confirmation," "Trade Confirmation," or "Settlement/Trade Confirmation" is a notification from us to a client confirming the client's involvement in a Transaction or Contract.

(78) Shares Defined: "Shares," as per this Agreement, denote physical shares traded on regulated markets or multilateral trading facilities.

(79) Spreads and Conditions Schedule Clarified: The "Spreads and Conditions Schedule" within this Agreement refers to the schedule detailing spreads, charges, Margin, interest, and other rates applicable to our Services. These rates are determined by us and are accessible on our Online Trading Facility, available upon request to clients. (81) The term "Stop-out," as applied in this Agreement, signifies a scenario wherein the equity in an Account reaches the Stop-out Level. This occurs when it falls below the Margin Level necessary to sustain open positions. Consequently, our Online Trading Facility will initiate an automated process of closing trading positions. This commences with the least profitable position and continues until the Margin Level requirement is met. This safeguards against further account losses entering negative territory.

(80) Clarifying Spyware: In the context of this Agreement, "Spyware" denotes a form of malware capable of clandestine installation on computers. It surreptitiously gathers user information without their awareness. Spyware remains concealed from users, making detection challenging. It is typically implanted on a user's personal computer without their knowledge.

(81) Defining Stop-out: The term "Stop-out," as applied in this Agreement, signifies a scenario wherein the equity in an Account reaches the Stop-out Level. This occurs when it falls below the Margin Level necessary to sustain open positions. Consequently, our Online Trading Facility will initiate an automated process of closing trading positions. This commences with the least profitable position and continues until the Margin Level requirement is met. This safeguards against further account losses entering negative territory.

(82) Describing Stop-out Level: In the context of this Agreement, the "Stop-out Level" refers to the equity level in an Account at which our Online Trading Facility automatically starts closing trading positions. This process begins with the least profitable position and continues until the Margin Level requirement is satisfied. For all trading accounts, the Stop-out Level is set at 20% of the Margin Level necessary for maintaining open positions.

(83) Exploring Supported Financial Instruments: The term "Supported Financial Instruments," as used within this Agreement, pertains to the Financial Instruments for which we provide quotations through the Online Trading Facility. This encompasses contracts for differences, spot or forward contracts related to commodities, metals, financial instruments (including securities), currencies, interest rates, indices, and more. We reserve the right to modify the Supported Financial Instruments quoted on our Online Trading Facility without prior notice or explanation.

(84) Elaborating on System Disruptions: "System Disruptions" in this Agreement refer to events that, in our good faith judgment, substantially hinder or limit our or our client's ability to accurately distribute or receive 'Price Quotes,' 'Deal Requests,' or 'Deal Responses.' This term also encompasses issues recording or maintaining Transaction terms and entering related hedging transactions on an automated basis.

(85) Defining Terms: The term "Terms," as employed in this Agreement, pertains to these Terms and Conditions that govern the relationship between our clients and us.

(86) Unpacking Transactions: In the context of this Agreement, "Transaction" refers to any action covered by this Agreement. This includes various transactions involving Supported Securities, matched transactions, or any other transaction we mutually agreed upon. Partial or full execution of a client's "Instruction to Deal" constitutes a Transaction.

(87) Defining ABET GLOBAL: Within this Agreement, "ABET GLOBAL" or "we" or "our" or "us" signifies ABET GLOBAL Limited, the operator of our Online Trading Facility. It is a Securities Service Provider in

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Anguilla, regulated by the Financial Services Commission (FSC). Our registered office is at 9 Cassius Webster Building, Grace, Complex, P.O Box 1330, The Valley, AI-2640 Anguilla. This term also includes its authorized successors, assigns, and identified subsidiaries and affiliates.

(88) Interpreting ABET GLOBAL Websites: The terms "ABET GLOBAL Website(s)" or "the ABET GLOBAL Website(s)" or our "Website(s)" within this Agreement denote privately labeled, owned, and hosted websites by ABET GLOBAL Limited. This includes the website at [www.AbetGlobal.com](http://www.AbetGlobal.com) and its related sub-domains. These websites are designed to attract and solicit online registrations from prospective clients and business partners interested in Transactions and Contracts.

(89) Defining Transactional Ask Price: In this Agreement, "Transactional Ask Price" or "Ask Price" signifies the rate at which a contract for purchasing a Supported Security can be executed through the Online Trading Facility. It represents the price the market is willing to sell a specific Security. This rate is set for the purchase of a Security when an Order for a Contract is placed via the Online Trading Facility.

(90) Defining Transactional Bid Price: The "Transactional Bid Price" or "Bid Price," as employed in this Agreement, refers to the rate at which a contract for selling a Supported Security can be entered through the Online Trading Facility. It designates the price at which the market is prepared to buy a particular Security. This price is set for the sale of a Security when an Order for a Contract is submitted via the Online Trading Facility.

(91) Explaining Underlying Market: In this Agreement, "Underlying Market" refers to an Exchange, Market Maker, or similar entity where an Instrument is traded or trading, as dictated by the context.

## **10. Interpretation of Terms**

### **10.1 Mutual Consent Document Definitions**

When this Agreement and its annexes, appendices, addenda, attachments, schedules, and exhibits refer to a document being "in the terms agreed upon by mutual consent of the Parties," it signifies that the document embodies the terms mutually agreed upon by and between the Parties. These terms are identified and documented through signatures from each Party. Alternatively, they may consist of terms agreed upon through mutual agreement and executed in writing by all Parties involved.

### **10.2 Dynamic Provision References**

Within this Agreement and its annexes, appendices, addenda, attachments, schedules, and exhibits, any reference to a provision encompasses such provision as it may be amended from time to time. This includes amendments made before, on, or after the Effective Date, except re-enactments or consolidations that lack substantive amendments. This interpretation further includes provisions of earlier legislation that have been re-enacted or replaced directly or indirectly by such provisions. Additionally, this interpretation encompasses all statutory instruments or Orders made according to these provisions.

### **10.3 Inclusive Interpretations**

In this Agreement and its annexes, appendices, addenda, attachments, schedules, and exhibits, the following principles apply: (a) The masculine gender includes the feminine and neuter genders, and the singular number incorporates the plural, and vice versa. (b) References to "persons" cover individuals, corporate bodies, unincorporated associations, and partnerships. (c) Headings are provided for convenience and do not influence the interpretation of this Agreement. (d) References to recitals, clauses, annexes, schedules, exhibits, and subdivisions thereof refer to those within this Agreement unless a contrary intention is evident.

### **10.4 Integrated Elements**

The annexes, appendices, addenda, attachments, schedules, exhibits, as well as the Pre-amble and Recitals stated above, are integral components of this Agreement. They hold the same full force and effect as if expressly incorporated within the body of this Agreement.

### **10.5 Inclusion of Electronic Documents**

Unless the context dictates otherwise, any reference to a "document" within this Agreement should be construed to encompass any 'electronic' document.

### **10.6 Inclusion through 'Including'**

When the term "including" appears in this Agreement, it should be interpreted as if followed by the phrase "without limitation," unless the context indicates otherwise.

### **10.7 Scope of "Online Trading Facility"**

Wherever the term "Online Trading Facility" appears in this Agreement, it should be understood as if followed by the phrase "and/or any component or part thereof," unless the context suggests otherwise.

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#### **10.8 Technical Interpretation of Transaction Terms**

Whenever the words "purchase," "sale," "buy," or "sell" are present in this Agreement, these terms are to be interpreted exclusively as technical terms. It's important to note that this Agreement does not entail the transfer of title to any Financial Instruments ("delivery") traded under its scope.

#### **10.9 Inclusive References to 'Us'**

Whenever reference is made in this Agreement to 'us' or 'we,' it is to be interpreted as encompassing, where relevant, and unless the context dictates otherwise, our directors, officers, shareholders, partners, members, employees, agents, third-party service providers, representatives, and/or affiliates (collectively referred to as "Associates").

\*\*If you require further assistance, please let us know.\*\*

### **Chapter B: Access and Utilization of Our Online Trading Facility**

#### **11. Given Access and Usage Privileges**

##### **11.1 Grant of Limited License**

Subject to the conditions outlined in this Agreement, we hereby provide you with a non-exclusive, non-transferable, revocable, limited, and personal license to access and utilize our Online Trading Facility (referred to as the "License"). This License is not capable of being sub-licensed or transferred by you without our express prior written agreement. Your access and use of our Online Trading Facility under this License are contingent upon your ongoing adherence to the stipulations outlined in these Terms and Conditions. To gain access to our Online Trading Facility, you are required to already be a client of ours and have opened an Account with us. These Terms are supplemental to and constitute an integral part of the Account Opening Application Form(s). In the event of a conflict between these Terms and the terms of the Account Opening Application Form(s), these Terms will take precedence concerning our Online Trading Facility.

##### **11.2 Additional Usage Constraints**

We might be obligated by a Third Party Service Provider to impose supplementary limitations on your access and/or utilization of our Online Trading Facility. You consent to adhere to any extra constraints on your access and/or usage as communicated by us periodically, or as governed by agreements between you and such Third Party Service Providers. It's acknowledged that non-compliance with these additional limitations might lead to restricted, suspended, or terminated access and/or usage of all or parts of our Online Trading Facility.

##### **11.3 Personal Usage Scope**

Our Online Trading Facility is intended solely for your personal, non-commercial use unless prior explicit written agreement states otherwise. You pledge to utilize the information sourced from our Online Trading Facility, including other information systems, exclusively to engage in and execute Transactions and/or Contracts via our Online Trading Platform. Except as expressly agreed upon in writing, our Online Trading Facility is offered exclusively for personal, non-commercial use and subject to these Terms. You declare and guarantee that you are accessing and utilizing our Online Trading Facility for personal, non-commercial purposes. If your access and/or utilization of our Online Trading Facility extends beyond personal, non-commercial use, you shall promptly inform us in writing. We maintain the right to restrict, suspend, or terminate your access to all or parts of our Online Trading Facility at our sole discretion without obligation to provide an explanation or justification.

##### **11.4 Accountability for Unauthorized Usage**

You are accountable for any unauthorized access and/or usage of our Online Trading Facility that violates this Agreement.

##### **11.5 Confidentiality of Access Codes**

You must maintain the confidentiality of your Account numbers, user names, and passwords ("Access Codes"). You acknowledge that any instructions or communications transmitted through our Online Trading Facility by you or on your behalf, or via your Account, are undertaken entirely at your own risk. You expressly authorize us to rely on and act in response to any instruction that we believe to be from you or authorized by you, even if conveyed by an agent or intermediary we in good faith believe to be duly authorized by you. We are entitled to rely on your Account number and Access Codes for identification purposes, and you commit not to disclose this information to any unauthorized individuals.

##### **11.6 Responsible Usage Obligations**

Given the finite capacity of servers used by many, you undertake not to use our Online Trading Facility in a way that could damage or overburden our servers or connected networks. Additionally, you agree not to employ any Electronic Messaging or communication feature of our Online Trading Facility for unlawful, tortious, abusive, privacy-intrusive, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful purposes.

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### **11.7 Termination due to Information Discrepancies**

The License bestowed by this Agreement will promptly terminate if the information provided by you, including nationality, residence, and contact details like email address, is deemed outdated or inaccurate. Likewise, non-compliance with any Term of this Agreement, rules, or guidelines established by us, or the engagement in out-of-market Rates Transactions and/or Contracts through our Online Trading Facility, could result in immediate termination of your access and usage privileges.

### **11.8 Consequences of Violations**

Upon any violation, you are obligated to cease accessing and using our Online Trading Facility immediately. In such cases, we retain the right, at our sole discretion and with or without prior notice, and without prejudice to any other remedies under this Agreement, to terminate your access, close open positions, and delete related information or content within our Online Trading Facility.

## **12. Copyright, Licensing, and Trademarks**

### **12.1 Intellectual Property Protections**

The complete contents of our Online Trading Facility, including copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color schemes, and graphics, are safeguarded by international copyright and trademark laws. Except for third-party content, the contents of our Online Trading Facility constitute original works of authorship published by us or our Third Party Licensors. We hold exclusive rights to reproduce, display, prepare derivative works, or distribute. The intellectual property rights, including names, logos, trademarks, copyrights, and other rights, related to materials and software on our Online Trading Facility, are either owned by us or our Third Party Licensors. Third-party-owned materials on our Online Trading Facility are included with permission from respective owners.

### **12.2 Usage Limitations**

Without our prior written consent, you may not modify, copy, reproduce, republish, upload, post, transmit, distribute, or commercially exploit any materials from our Online Trading Facility in any way, except for the printing and downloading of sections of material for personal, non-commercial use. Any reference to third-party logos, trademarks, and products on the site remains the property of the respective owner(s) and must not be used or distributed without their permission. Violation of these terms will render the granted License null and void.

### **12.3 Controlled Access and Linking**

You commit not to "deep-link" to our Online Trading Facility, resell or grant access to others, or copy materials from our Online Trading Facility for resale or other purposes, without our prior written consent. If we permit linking from another website to our Online Trading Facility, your website and link must not imply our endorsement, sponsorship, or affiliation with any third-party website, entity, service, or product. Usage of our logos, trademarks, or service marks outside the context of the link's text is not permitted.

## **13. Limitations on Investment Guidance and Professional Advice**

### **13.1 Educational Nature of Information**

Our Online Trading Facility does not offer legal, tax, or investment advice. All information on our Online Trading Facility is for educational purposes only and should not be construed as providing legal, tax, or investment advice. No guarantees are provided regarding statements about profits or income, whether express or implied.

### **13.2 Personal Responsibility for Investment Decisions**

Assessing whether an investment, investment strategy, or related transaction is suitable for you based on your investment objectives, financial circumstances, and risk tolerance is your sole responsibility. Consultation with legal or tax professionals relevant to your situation is advisable.

## **14. Information Accuracy**

### **14.1 Information Reliability**

While diligent efforts have been taken to ensure the accuracy of information on our Online Trading Facility, the information and content are subject to change without notice. This content is intended solely to aid traders in making independent investment decisions.

### **14.2 Non-Guarantee of Accuracy**

Though we have made reasonable efforts to ensure accuracy, we do not guarantee the accuracy of the information on our Online Trading Facility. We disclaim liability for any loss or damage arising directly or indirectly from the content or from your inability to access our Online Trading Facility, including any transmission delay or failure or receipt failure of instructions or notifications sent through our Online Trading Facility.

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### **14.3 Timeliness of Information**

All content on our Online Trading Facility is accurate only as of the publication or indication date and may be replaced due to subsequent market developments or other reasons. Furthermore, you are responsible for configuring your browser cache settings to ensure you receive the latest data.

## **15. Analytical Tools and Market Information**

### **15.1 Provision of Analytical Tools and Information**

Occasionally, we may furnish a range of analytical tools on our Online Trading Facility, including market data, exchange rates, news, headlines, and graphs. Additionally, we might offer links to external websites, distribute newsletters, or present third-party information for your convenience. It's important to note that our provision of these tools and information does not constitute an endorsement, representation, warranty, or sponsorship regarding their accuracy, correctness, timeliness, completeness, or suitability for your needs. Such tools and information are intended solely to aid in your independent investment decisions and should not be interpreted as investment advice or unsolicited financial promotions.

### **15.2 Discontinuation and Update Policy**

We retain the discretion to discontinue the aforementioned tools and information on our Online Trading Facility at any time. Furthermore, we are under no obligation to update the information displayed on our Online Trading Facility, and we shall not be held liable for the termination, interruption, delay, or inaccuracy of such information. The financial information posted on our Online Trading Facility may originate from third parties for the benefit of our clients. As such, you must refrain from enabling deep linking or any form of redistribution or reuse of the information to unauthorized users. Before utilizing such websites, newsletters, and information, we strongly urge you to thoroughly read and comprehend their terms and conditions and other policies.

### **15.3 Third-Party Content and Accountability**

Any information or materials provided by third parties ("Third Party Content") on our websites solely reflect the perspectives and responsibilities of those who post them and do not represent our views or those of our Associates. This information should not be construed as a track record. Past performance does not guarantee future outcomes. We advise clients and prospects to critically evaluate all claims and representations made by other traders, advisors, bloggers, money managers, and system vendors before making investment decisions based on such information.

We, along with our Affiliates, shall not be directly or indirectly liable to any individual for any damages or losses stemming from the use, continued use, or reliance on such tools, websites, newsletters, and/or information provided on our Online Trading Facility. Specifically, regarding market data, exchange rates, news, headlines, graphs, and other information offered by us or third-party service providers through our Online Trading Facility:

- We bear no responsibility or liability for any inaccuracies or incompleteness in such data or information.
- You assume responsibility for any actions taken or refrained from due to such data or information.
- You shall not misuse such data or information for inappropriate or unlawful purposes.
- You acknowledge that such data or information belongs to us or our third-party service providers, and you shall not retransmit or disclose it to third parties unless required by law.
- You shall use such data or information in compliance with applicable laws, rules, and regulations.

### **15.4 Limitation of Liability for Third-Party Content**

Neither we, our officers, principals, employees, Representatives, nor Agents shall be liable to any party for losses, damages, costs, or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental, or consequential damages) arising from errors, omissions, or alterations in such tools, websites, newsletters, and/or information. This limitation applies regardless of whether a claim arises in contract, tort, negligence, strict liability, or otherwise.

## **16. Third-Party Content and Research**

### **16.1 Diversity of Content**

Our Online Trading Facility may encompass general news, commentary, interactive tools, quotes, research reports, and data about foreign exchange markets, other financial markets, and various subjects.

### **16.2 Third Party Content Source**

Some of this content may be provided by non-affiliated entities ("Third Party Content"). The origin of such Third Party Content is indicated on our Online Trading Facility and is used with permission from the respective owners.

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### **16.3 Accessing Third Party Content**

Third-party content may be accessible through framed areas, hyperlinks to third-party websites, or directly published on our Online Trading Facility. It's essential to recognize that Third Party Content is protected by intellectual property laws and international treaties and is owned by or licensed by the Third Party Content provider(s) credited.

### **16.4 No Explicit or Implicit Endorsement**

We either explicitly or implicitly endorse or approve of Third Party Content. The Third Party Content providers do not endorse or approve their content, and their content should not be considered legal, tax, or investment advice.

### **16.5 Accuracy and Disclaimer**

While we strive to provide accurate and timely information for the benefit of our clients, neither we nor any Third Party Content providers guarantee its accuracy, timeliness, completeness, or usefulness. Furthermore, neither we nor our Third Party Content providers are responsible or liable for any such content, including advertising, products, or other materials found on or accessible from third-party websites. Third Party Content is supplied for informational purposes only, and we and our Third Party Content providers disclaim any liability for such content available on our Online Trading Facility. You assume all risks associated with using Third Party Content.

*Any third-party content on our online trading facility is provided "as is." our third-party content providers expressly disclaim all warranties, whether express or implied, including but not limited to merchantability, fitness for a particular purpose, and non-infringement.*

*The third party content providers, along with their parents, subsidiaries, affiliates, service providers, licensors, officers, directors, or employees, shall not be liable for direct, indirect, incidental, special, or consequential damages arising from or related to the use or inability to use the third party content, including but not limited to damages for loss of profits, use, data, or other intangible damages, even if such party has been advised of the possibility of such damages.*

## **17. Means of Accessing and Utilizing Our Online Trading Facility**

### **17.1 Your Access and Responsibility**

You are solely responsible for maintaining the means to access and utilize our Online Trading Facility, which may include a personal computer, modem, telephone, or other access line.

### **17.2 Associated Costs**

You are liable for all access and service fees necessary to connect to our Online Trading Facility, as well as all charges incurred in accessing such systems.

### **17.3 Data Security**

You must implement and uphold suitable protection for the security and control of all access and usage of your computer to prevent infection by viruses, worms, Trojan horses, or other destructive materials.

### **17.4 Liability Limitations**

We shall not be liable for failure, damage, or destruction to your computer systems, data, or records or any part thereof, or for delays, losses, errors, or omissions arising from the failure or mismanagement of telecommunications or computer equipment or software.

### **17.5 Responsible Usage**

You shall not transmit any viruses, worms, Trojan horses, or other harmful materials to us or our online service providers.

### **17.6 Account Control and Liability**

You are responsible for ensuring exclusive access to your Account and that no unauthorized individuals, including minors, trade on our Online Trading Facility using your Account. Regardless, you remain fully liable for all positions traded in your Account and for any credit card transactions entered for your Account.

### **17.7 Handling Quoting and Execution Errors**

In the event of mispricing or quoting and/or execution errors caused by programming errors, system glitches, or other factors, we reserve the right to cancel affected Transactions and/or Contracts upon notifying you of the error's nature. You must promptly report any problems, errors, or system inadequacies.

### **17.8 Quoting and Execution Error Resolution**

In case of quoting or execution errors, such as dealer mistypes or hardware failures, we reserve the right to rectify the affected Account's balances. Any disputes arising from these errors will be resolved at our discretion.

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## 8. Restrictions on Access and Usage of Our Online Trading Platform

### 18.1 Suspension and Closure

We retain the authority to temporarily halt the operations of our Online Trading Platform, including specific sections, at any given time. In such circumstances, we hold the right, at our sole discretion and with or without prior notice, to conclude your open positions, Transactions, and/or Contracts at prices we consider equitable and reasonable during such instances. In connection with this, we emphasize that no claims can be entertained against us.

### 18.2 Volume and Account Limits

We may opt to establish limits on volume or other aspects for any or all Accounts, guided by our exclusive discretion.

### 18.3 Contract Pay-Outs and Corrections

Our determination of contract pay-outs hinges on the daily values reported on our Online Trading Platform, which relate to interbank trading data we receive for Transaction and/or Contract quotes. Nonetheless, we hold the right to rectify such data in cases of mispriced or typographically incorrect information.

### 18.4 Technical Challenges and Delays

While the Internet and the World Wide Web are generally dependable, it's essential to comprehend that technical issues or other factors might impede your access and utilization of our Online Trading Platform.

## 19. Technical Concerns

### 19.1 Non-Liability for Technical Problems

We shall not be held liable, and you concur not to hold us, our Agents, or Third Party Service Providers accountable for technical glitches, system breakdowns, communication line failures, equipment or software malfunctions, system access impediments, system capacity limitations, surges in Internet traffic demand, security breaches, unauthorized access, and analogous computer-related difficulties and flaws.

### 19.2 Access and Capacity Assurance

We make no representations, warranties, or guarantees regarding your ability to access and/or employ our Online Trading Platform at all times or in all locations of your preference. Likewise, we cannot ensure adequate capacity for our Online Trading Platform as a whole or within specific geographic regions.

### 19.3 Uninterrupted and Error-Free Service

We are unable to ensure continuous and flawless service for our Online Trading Platform.

We do not offer any warranties or guarantees concerning our Online Trading Platform and its content, including but not limited to warranties of merchantability or fitness for a particular purpose.

### 19.4 Force Majeure Clause

It's noteworthy that we shall not be held accountable for the inability to execute Orders and fulfill requirements due to failures in the operation of informational systems resulting from technical glitches beyond our control.

## 20. Manifest Errors

### 20.1 Definition and Scope

A "Manifest Error" denotes a conspicuous and evident misquote, whether by us or by any relevant market, exchange, price-providing bank, commentator, information source, or official, on whom we reasonably depend, considering the market conditions during the placement of an Order.

### 20.2 Consideration and Information

In determining the classification of a situation as a Manifest Error, we factor in all available information, encompassing market conditions and any clarity or error in any information source or announcement.

### 20.3 Fairness and Determinations

While fairness toward you is our guiding principle, your reliance on an Order placed with us for entering or refraining from entering a corresponding financial commitment, contract, or Transaction, or any resulting loss of profit, consequential loss, or indirect loss, will not factor into our evaluation of a Manifest Error. We retain the right, without prior notice, to:

- Amend Transaction details to reflect what we reasonably deem the correct or equitable terms of the Transaction, absent the Manifest Error(s);
- Void any Transaction stemming from a Manifest Error if you do not promptly agree to a proposed amendment made by us under this clause (which we will notify you of via the Trading Platform);
- Abstain from taking any action.

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#### **20.4 Actions for Manifest Errors**

Regarding trades executed at prices influenced by Manifest Errors, such as computer glitches, misquotes, or discrepancies with fair market prices, we may reasonably take these actions based on good faith:

- Nullify the trade;
- Conclude the trade at prevailing market prices;
- Modify opening and/or closing prices of the trade as if the Manifest Error had not occurred.

#### **20.5 Limited Liability**

We shall not be held responsible for any losses, costs, claims, demands, or expenses incurred by you, excluding losses caused by our fraud, willful default, or gross negligence, resulting from a Manifest Error, including those initiated by information sources, commentators, or officials we rely upon, or our actions under clause 20.3 above.

#### **20.6 Immediate Settlement**

If a Manifest Error transpires and we choose to exercise our rights under clause 20.3, any monies received by you related to the Manifest Error are immediately due and payable to us. You must promptly return an equal sum without delay.

#### **20.7 Discretion in Trade Refusal**

We reserve the prerogative to reject trades that you place if they are markedly divergent from prevailing market prices, constituting non-market price transactions. Such divergence could be attributed to Manifest Errors or outdated, incorrect, or malfunctioning price feeds.

### **21. Infections, Contaminations, and Destructive Content**

#### **21.1 Infection and Contamination Awareness**

Please be aware that we cannot guarantee or assure that files and/or software accessible for download through our Online Trading Platform will be devoid of infection or viruses, worms, Trojan horses, or other code with contaminating or destructive attributes. You are responsible for implementing appropriate procedures and measures to ensure the accuracy of data input and output, as well as for maintaining external means for data recovery in case of loss.

### **22. Hyperlinks to Third-Party Sites**

#### **22.1 Providing Links**

We may furnish links to websites controlled or offered by third parties. It's important to note that these links do not signify endorsement, authorization, sponsorship, or affiliation concerning these third-party websites or their providers.

#### **22.2 Caution and Understanding**

We advise you to exercise caution when accessing or utilizing these third-party websites. It's crucial to comprehend the associated risks before retrieving, using, relying upon, or making purchases via the Internet.

#### **22.3 Independence and Non-Endorsement**

We make no representations about any third-party website accessed through or linking to our Online Trading Platform. Please recognize that such websites are independent of our platform, and we lack control over their content. The presence of a link from a third-party website to our platform does not imply endorsement or acceptance of responsibility for the content or usage of that third-party website.

#### **22.4 Convenience and Liability Acknowledgement**

The inclusion of links from our platform to third-party websites is for your convenience. However, you agree that we cannot be held responsible for any damages or losses arising from the use or reliance on content, goods, or services available on these third-party websites.

### **23. Software Provisions**

#### **23.1 Software Downloads**

Our Online Trading Platform may offer downloadable software ("Software"). Understand that we do not warrant that downloaded Software will be compatible with or uninterrupted on your computer equipment. We do not guarantee uninterrupted, error-free, or constant operation of such Software.

#### **23.2 Risks and Acceptance**

By downloading or using Software, you accept the risks associated with potentially incompatible software for your computer equipment. You agree to indemnify us for any resulting damages, liabilities, losses, costs, and expenses.

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### **23.3 Specific Software Licenses**

Each Software application downloaded from our platform carries a distinct personal license governed by the outlined Terms and Conditions. The specific software license accompanying each download, along with these Terms and Conditions, applies to Software downloaded from our platform.

### **23.4 Personal Use and Restrictions**

Software from our platform is for personal, non-commercial use unless explicitly agreed upon in writing. You commit to using such Software solely for executing Transactions and/or Contracts on our Online Trading Platform. Unauthorized distribution, copying, sharing, or use of managed accounts (MAM accounts or similar) without our express written consent is prohibited and may lead to license termination.

### **23.5 Unauthorized Access and Use**

You are responsible for unauthorized access or use of Software downloaded from our platform, made in breach of this Agreement. If you receive unauthorized data, information, or Software through our platform, refrain from using it and promptly notify us.

### **23.6 Modification and Discontinuation**

We reserve the right to modify terms, discontinue services, and withdraw Software and/or products downloaded from our platform at our sole discretion, without obligation to provide explanations.

## **24. Forward-Looking Earnings Statements**

### **24.1 Clarifying Earnings Expectations**

While our Online Trading Platform accurately presents our services' potential, it is crucial to understand that the 'forex' industry's earnings potential is not a guarantee of actual income or profits. Earnings depend on an individual's utilization of techniques and ideas.

### **24.2 Individual Factors**

Success in our materials, products, and services is contingent upon factors like time investment, financial situation, knowledge, and experience. No guarantees are made regarding your success or income level.

### **24.3 Forward-Looking Statements**

Statements about future earnings may be included in materials on our Online Trading Platform. These statements reflect expectations but do not relate directly to historical or current facts. No guarantees are made that actual results will resemble these statements.

## **Chapter C: Services**

In light of our agreement to manage one or more Accounts for you and provide Services linked to the acquisition and sale of Supported Securities, encompassing transactions via our Online Trading Facility or other means, you hereby confirm the following:

### **25. Scope of Services**

#### **25.1 Comprehensive Service Coverage**

These Terms and Conditions encapsulate the entire expanse of our Services, embracing but not limited to, access and utilization of our Online Trading Facility. This also encompasses data collection and storage practices, downloadable resources from the platform, financial information disseminated on the platform, electronic content, real-time data such as currency exchange rates, tools for executing transactions in the forex market online, by phone, or fax, and potential future additions. These Terms and Conditions also extend to various modes of communication, including Electronic Messaging, email, telephone, fax, and more.

### **26. Registration**

#### **26.1 Identity Verification**

We are legally obliged to verify the identity of all individuals registering on our system and opening Accounts. Accordingly, we may periodically request personally identifiable information from you. Failure to provide this information, or providing false, inaccurate, incomplete, or incorrect information, may result in limitations, blocked access, or termination of your Account. By registering as a client, you assert that the information shared is true, accurate, updated, and complete. Additionally, you commit not to impersonate, misrepresent affiliations, or conceal your identity.

#### **26.2 Business Entity Registration**

For those registering on behalf of a business entity, you assert authority to bind that entity to these Terms and Conditions. We uphold rigorous security protocols and handle information as per our published Privacy Policies.

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### 26.3 Access Codes Confidentiality

Upon registration, you'll choose a username and password ("Access Codes") for logging in. Maintain the utmost confidentiality of these Access Codes. Safeguarding this information is solely your responsibility. Notify us immediately of any unauthorized use, breaches, or security violations. Log out securely after each use.

## 27. Eligibility

### 27.1 Legal Capacity

Our Services are solely intended for individuals capable of entering legally binding agreements. If you are unable to form such agreements, refrain from using our Services. This includes individuals below the age of 18 or defined as Minors by law.

### 27.2 Expertise and Understanding

Our Services are restricted to individuals with the financial investment expertise to identify viable investments, distinguish poor ones, and comprehend the associated risks, independent of information on our Online Trading Facility. If you lack this knowledge, avoid using our platform.

### 27.3 Suitability Assessment

As per regulations, we ensure that offered services are suitable for clients based on disclosed facts. We don't recommend securities without adequate information. These suitability restrictions apply when real money is involved, excluding practice applications like "Demo Accounts."

## 28. Identification

### 28.1 Anti-Money Laundering Obligations

To adhere to Anti-Money Laundering regulations, you'll be prompted to provide identity details during registration, including name, address, date of birth, nationality, contact information, payment instructions, and other identifying documents.

### 28.2 Deceased Account Owner

For withdrawing the remaining balance after an account owner's death, legal heirs must provide official documents. Withdrawal decisions rest on our discretion after verifying documentation.

## 29. Personal Information Accuracy

### 29.1 True and Complete Details

Provide accurate, complete information at all times, including name, address, date of birth, nationality, contact information, payment instructions, and requested documents as part of Anti-Money Laundering compliance.

### 29.2 Representation and Agreement

By accepting these Terms, you affirm you're of legal age, mentally sound, not a politically exposed person, possess the requisite knowledge, and agree that the provided details are accurate. Verify compliance with local laws before using our Online Trading Facility.

### 29.3 Untrue Information Consequences

Untrue, misleading, or incomplete information breaches these Terms, leading to immediate Account termination. We may request documents for credit card verification.

### 29.4 Multilingual Communications

While we may provide documents in various languages, English prevails in case of inconsistency.

### 29.5 Communication Modes

We may communicate through various means including telephone, email, posts, newsletters, and more, with communications deemed acceptable. Information or transactions communicated thus are considered received and binding.

### 29.6 Power of Attorney

Notify us of appointed Power of Attorney representatives. We reserve the right to reject representatives. You're accountable for their actions, and we may reject their instructions if legally necessary.

### 29.7 Account Rules and Closure

Upon opening an Account, you agree to abide by our rules, policies, and procedures governing platform activities. We reserve the right to refuse Services, close Accounts, and investigate activities violating these Terms.

### 29.8 Confidentiality of Data

The data of Account holders remains our exclusive property. No rights are granted, except as specified.

### 29.9 Compliance and Investigations

We reserve the right to investigate any activity violating this Agreement, with no responsibility for trading activities or behavior on the platform. You're solely responsible for your actions on the platform, and we may reassess your eligibility to use it at any time.

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## Chapter D: Terms of Service

### 30. Service Provisions

#### 30.1 Your License

Upon meeting the registration and eligibility requisites, we grant you a personal, revocable, non-exclusive, non-transferable, and non-sub-licensable license (referred to as a "License"). This License, governed by these Terms and Conditions, allows you to access and utilize our Services. These include the use of our Online Trading Facility and associated downloadable Software, as elaborated in the sections that follow.

#### 30.2 Our Services

Operating within these Terms, we engage with you in Securities as principal, shaping the cornerstone of the "Services" we offer.

#### 30.3 Market Access and Transactions

As part of our Services, we ensure reasonable efforts to provide you with access to our Online Trading Facility, coupled with technical resources. This facilitates market access and the execution of trade transactions ("Transactions") for Supported Securities. These Transactions are executed on a 'rolling spot' or 'swap' basis, operating around the clock, from Sunday 22:05 GMT to Friday 21:50 GMT, excluding official public holidays in the USA and Europe ("Dealing Hours"). Transactions are subject to the operational status of relevant markets in London, the USA, and Asia.

### 31. Execution of Orders

#### 31.1 Reception and Transmission

Subject to mutual agreement, our scope includes reception and transmission dealing services. This pertains to Over-The-Counter ("OTC") traded instruments like Spot Forex, Contract for Differences (CFDs) on stocks, indices, precious metals, or other financial instruments. We may also provide additional services in writing, as circumstances dictate.

#### 31.2 No Advisory Role

It is imperative to recognize that we do not provide advice on Transaction merits or suitability. We refrain from managing or monitoring your investments. Our execution of Orders does not constitute endorsement or recommendation. For a comprehensive understanding, refer to the risk disclosures on our Online Trading Facility.

#### 31.3 Order Execution Policy

All Transactions and Contracts are executed based on our Order Execution Policy, outlined on our Online Trading Facility. This policy, an integral part of these Terms and Conditions, governs all transactions. It ensures compliance with Applicable Laws and Regulations, without imposing additional obligations.

### 32. Price Quotes and Leverage

#### 32.1 Pricing Mechanism

We provide "bid" and "ask" prices ("Price Quotes") for Supported Securities through our Online Trading Facility or if agreed, through our Dealing department. These Price Quotes, influenced by inter-bank dealing rates, are valid for a specified duration or until withdrawn by us.

#### 32.2 Price Leverage

Each Price Quote, with a designated expiration time, is available for Transactions. The principal amount must not exceed a maximum Leverage amount, as published or communicated to you. It's important to note that our offered prices and Leverage may differ from those of other clients and are subject to change.

#### 32.3 Pricing Conditions

Our Services execute Transactions via our Online Trading Facility at Price Quotes displayed on the platform or communicated on request.

### 33. Instructions and Dealing Basis

#### 33.1 Placing Instructions

Instructions are primarily given via our Online Trading Facility, though written, electronic, or oral instructions may be accepted at our discretion. We may require confirmation of certain instructions.

#### 33.2 Acceptance of Instructions

While we retain the right to refuse instructions, circumstances vary. Instructions can be declined without

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prior explanation or liability. Situations include trades outside market hours, excessive sizes, insufficient margins, erroneous prices, and potential violations of this Agreement or legal regulations.

### **33.3 Binding Effect**

Confirmation of instructions signifies a binding agreement, aligned with the terms specified. Procedures for instruction entry are provided on our Online Trading Facility.

### **33.4 Cancellation of Instructions**

Instructions can be canceled if not yet acted upon. Once acted upon, instructions cannot be rescinded or amended without prior written consent.

### **33.5 Control of Orders**

We possess the discretion to set limits, controls, and parameters for your Order placement. These limits may change, aligning with Applicable Laws, Rules, and Regulations.

### **33.6 Execution Time**

Efforts to execute Orders are made promptly, as per our Order Execution Policy. Deferral may occur if practicality is impeded, with potential notification. Execution depends on Market hours and relevant procedures.

### **33.7 Intermediate Brokers**

We may facilitate Transactions through intermediate brokers at our discretion, with no liability for their acts or omissions.

### **33.8 Order Aggregation and Split**

We can aggregate and/or split your Orders with our own or our Associates' Orders, considering your best interests. Aggregation or splitting may impact pricing.

### **33.9 Confirmation of Instructions**

Confirmation may be requested to ensure proper processing of instructions, enhancing transparency and accuracy.

### **33.10 Performance and Settlement**

For Transaction performance, you're required to provide necessary instructions, money, documents, or property. Failure may lead to action taken at your cost. The same applies when contact is lost with you.

### **33.11 Intermediate Brokers and Agents**

Transactions may be effected via intermediate brokers. We are not liable for their acts or omissions, and no responsibility is accepted for brokers or agents chosen by you.

### **33.12 Position Limits**

We may require you to limit open positions, ensuring compliance with set limits.

### **33.13 Exchange Rate Fluctuations**

Fluctuations in exchange rates leading to profit or loss from Transactions are your sole responsibility.

### **33.14 Trade Reporting**

Certain Transactions may necessitate public reporting as per Applicable Laws, with proprietary rights owned by us.

### **33.15 Rollover**

If no settlement instructions are received by the end of the Business Day, we may roll over Contracts to the next trading day, as further detailed in Clause 40.

## **34. Electronic Trading Terms**

### **34.1 Settlement and Trade Confirmation**

Recognize the electronic nature of our Services through the Online Trading Facility, and the associated risk that electronic communications may face delays or disruptions beyond our control. Instructions sent via the Online Trading Facility or email will only be considered received and binding when confirmed by us through a Settlement or Trade Confirmation.

### **34.2 Internet Communications**

Given the unpredictability of signal strength, reception, and routing via the Internet, we disclaim liability for claims, losses, or damages arising from breakdowns or failures of transmission systems or computer facilities. You are responsible for the accurate and timely transmission of orders using your Access Codes. Mere transmission does not constitute a binding Contract.

### **34.3 Mobile Trading Considerations**

Mobile trading presents inherent risks like Order duplication, pricing latency, and connectivity issues. Prices displayed on the mobile platform are indicative, not definitive. Delays or trading limitations due to network issues lie outside our control. Some features available on the Online Trading Facility might not be accessible on mobile.

### **34.4 User Authentication**

Safeguard your usernames and passwords (Access Codes) to prevent unauthorized access to the Online Trading Facility. Irrespective of other provisions, you're liable for all Transactions executed using your Access Codes.

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### **34.5 Pricing Data**

Prices on the Online Trading Facility are indicative and subject to change due to data fluctuations. The execution price confirmed in the Settlement/Trade Confirmation after Order execution takes precedence, even if it differs from the initial price.

### **34.6 Service Restrictions**

Certain restrictions may limit the value and quantity of Transactions you can initiate daily on the Online Trading Facility.

### **34.7 Limit Order Functionality**

Limit Orders on the Online Trading Facility are subject to internet availability during the Order's duration, and size limits set by us. The Order's execution relies on these conditions being met when the limit price is reached.

### **34.8 Access Requirements**

It's your responsibility to set up a computer system to access the Online Trading Facility and arrange necessary telecommunication support. Neither we nor any Third Party Service Provider vouch for the availability, utility, or suitability of the equipment, software, or arrangements.

### **34.9 Virus Detection**

Install and maintain virus detection programs as required. Notify us of any defects, malfunctions, or viruses and cease use until permitted by us.

### **34.10 Data and Software Usage**

Notify us if you receive unauthorized data, information, or software via the Online Trading Facility. Refrain from using such data, information, or software.

### **34.11 System Maintenance**

Maintain your computer systems, run necessary tests, and keep your equipment virus-free. Report unauthorized access, cease unauthorized use, and log off properly.

### **34.12 System Defects**

Notify us of any system defects, malfunctions, or viruses, and halt use until permission is granted.

### **34.13 Intellectual Property**

Intellectual property rights related to the Online Trading Facility remain with us or our Licensors. Alteration, tampering, or copying is prohibited unless explicitly permitted in writing.

### **34.14 Liability and Indemnity**

We hold no liability for transmission errors, technical faults, or third-party interventions affecting the Online Trading Facility. Delays, inaccuracies, or errors in data transmission are not our responsibility. We disclaim liability for viruses introduced via the Facility or caused by your computer systems. Unauthorized use of the Facility falls under your liability, and you must indemnify us for unauthorized use.

### **34.15 Suspension and Withdrawal**

We can suspend or permanently withdraw the Online Trading Facility with notice or immediately under certain conditions.

### **34.16 Immediate Suspension or Withdrawal**

We reserve the right to immediately suspend or permanently withdraw your access to the Facility, without notice, under specific circumstances, including non-compliance with laws, rules, or regulations.

### **34.17 Effects of Permanent Withdrawal**

Termination of access may involve returning or destroying provided hardware, software, or documentation upon our request.

## **35. Electronic Trading Methodology**

### **35.1 Execution of Deal Requests**

When you receive a Price Quote through our Online Trading Facility, you're authorized to initiate a Deal Request using the most recent Price Quote provided. However, you can only send a Deal Request in response to a Price Quote marked as a "Dealable Quote."

### **35.2 Response to Deal Requests**

Upon receiving a Deal Request from you via our Online Trading Facility, we will respond with a Deal Response indicating whether your Deal Request has been accepted.

### **35.3 Credit Limitations**

We are not obligated to provide a Deal Response if a Credit Limitation exists for your Account. Any such limitations will be disclosed to you.

### **35.4 Binding Terms of Deal Requests**

Upon issuing a Deal Request through our Online Trading Facility, you're bound by the terms of the Transaction and/or Contract upon receiving our Deal Response. If connectivity issues prevent the receipt of the Deal Response, contact us through alternative communication channels to confirm the executed Transaction and/or Contract. Responsibility for Deal Requests submitted through our Online Trading Facility lies with you, and we assume no duty of inquiry regarding the authority of anyone using your Access Codes. Any such individual will be deemed authorized by us to bind you to all submitted Deal Requests via your Account.

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## 36. Trade Confirmations and Account Statements

### 36.1 Electronic Settlement Confirmations

Following the execution of a Transaction on your Account, we will promptly provide a trade confirmation ("Settlement/Trade Confirmation") on our Online Trading Facility. Although failure to do so won't invalidate the transaction, confirmations will usually be available immediately after Transaction execution. Confirmations are considered conclusive and binding unless immediately objected to upon receipt, with written confirmation (including e-mail) no later than the next Business Day following the posting of the Settlement/Trade Confirmation.

### 36.2 Account Information Updates

Your Account activity details will be posted on our Online Trading Facility, including daily, monthly, and individual Transaction reports. Account information will include Settlement/Trade Confirmations, profit and loss statements, open positions, and Margin availability. These postings on our Online Trading Facility will serve as both Settlement/Trade Confirmations and Account statements.

## 37. Consent to Electronic Transmission

### 37.1 Electronic Consent

By consenting, you agree to receive all Account information and Settlement/Trade Confirmations electronically. Orders or instructions given via e-mail or electronic means will be considered valid evidence. Access your Account information using your Access Codes on our Online Trading Facility to view customizable statements and trade reports.

### 37.2 Access and Delivery

You will have access to Account information updates within a reasonable timeframe, and these updates will be available no later than twenty-four (24) hours after any Account activity.

### 37.3 Revocation of Consent

If you wish to withdraw this consent, inform us in writing. However, note that revoking consent may result in restricted or terminated access to our Online Trading Facility.

### 37.4 Legal Recognition

Electronic communications are deemed legally satisfactory for signed and written communication requirements, as permitted by Applicable Laws, Rules, and/or Regulations.

## 38. Recording of Communications

### 38.1 Recording and Maintenance

We may record and maintain records of your communications, including telephone conversations, Electronic Messaging, e-mails, internet conversations (chat), and meetings.

### 38.2 Ownership and Use

Such recordings remain our property and are conclusive evidence of their content. Copies of transcripts may be shared with courts, regulatory bodies, or government authorities.

## 39. Rollover and Offset Instructions

### 39.1 Rollover Process

Rollover extends the settlement date of open positions in margin trading. Spot trades are settled within two business days in the forex market, but in margin trading, positions are closed daily and reopened the next trading day, extending settlement by one day.

### 39.2 Rollover Fees

We charge Rollover Fees for holding positions open overnight, based on the interbank rate with a mark-up. Rollover takes place at 22:00 GMT. Credit or debit for positions open at this time will appear in your account within an hour.

### 39.3 Collection of Rollover Fees

We aim to deduct Rollover Fees from your Account balance. If unable to do so, we may close positions to cover the fees.

### 39.4 Offset Authority

In the absence of instructions, we can offset or deliver positions on your behalf as deemed reasonable.

## 40. Corporate Events and Adjustments

### 40.1 Impact of Corporate Events

In instances where an Instrument is impacted by a corporate event, as detailed in sub-clause 41.2, the Company will execute necessary actions to adapt your trading account to accommodate the event's

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impact on your position. This adjustment aims to retain the economic equivalence of your Transaction and/or Contract with the Company. The actions taken by the Company include:

- (a) Modifying the size, value, or quantity of Orders as deemed suitable, to uphold the economic equivalence of your open positions;
- (b) Striving to inform you of upcoming events and corresponding actions through durable mediums, including the Company's website;
- (c) Ensuring that if you have a Pending Order, Stop Loss, and/or Take Profit associated with your Orders, the equivalent rights and obligations of your Transaction and/or Contract before the corporate event will be maintained;
- (d) In cases where a corporate event like a reverse stock split leads to ownership below our system's minimum, positions will be rounded down to the nearest allowable trade size. Any residual value from the position adjustment will be reflected as a cash adjustment in your trading account.

If you own the underlying Instrument, distinct actions may be pursued by the Company, yet the aim is to maintain economic equivalence as closely as possible.

#### **40.2 Scope of Corporate Events**

##### **40.2.1 Events Encompassed**

Corporate events, as per sub-clause 41.1, encompass the following:

- (a) Issuer-initiated distribution of additional shares, other share capital, warrants, or dividend-granting rights leading to a dilutive market value effect;
- (b) Stock splits and reverse stock splits that alter the share ownership and price. A split involves multiplying existing shares by a ratio (e.g., 1:2, signifying each share turns into two). While the shareholders' shares double, maintaining the same market capitalization, the stock price halves, ensuring economic equivalence. Note that your positions might consolidate into a single entry on the terminal, capturing the corporate action's effect on all positions;
- (c) Dividends; If an underlying Instrument bestows dividends (equity index or stock), a cash adjustment equivalent to the dividend paid to clients with open positions on the Instrument will be applied;
- (d) Delisting or voiding of a tradable Instrument, leading to position closure. It should be noted that the Company reserves the right to delist financial instruments if the issuer files for bankruptcy, indicating potential insolvency;
- (e) Takeovers or mergers (including spinoffs) that might result in cash adjustments similar to dividends;
- (f) Any other events similar in nature to the above, influencing the Instrument's market value.

*\*\*Please don't hesitate to reach out if you need further clarification or assistance.\*\**

## **Chapter E: Shares Trading**

Our share trading service may not be suitable for all individuals. A comprehensive outline of the risks inherent to our share trading service is presented in the Risk Disclosure for Financial Instruments. It is crucial to ensure a thorough comprehension of these risks before engaging in transactions with us.

This chapter lays down the foundation upon which we handle and execute your Instructions to Deal with, manage Transactions on your behalf, and safeguard Instruments and funds in your stead. The terms delineated herein govern every Instruction to Deal issued or active, every Transaction initiated or active, and all Instruments and funds held by us on your behalf, commencing from the effective date of this Agreement.

### **41. Execution**

#### **41.1 'Execution-Only' Broker**

We function as your 'execution-only' broker, rendering share trading and investment services. The Company reserves the right to assign specific responsibilities within this Agreement to its Affiliated or Associated entities and third parties.

#### **41.2 Non-Advised Dealing**

Conducting business on an 'execution-only' basis implies that, except as agreed in this Agreement:

- a. We are not obligated to assess the suitability of any Instrument or Transaction under this chapter for you.
- b. We are not obliged to track or advise on the status of any Instruction to Deal.
- c. We are not mandated to monitor or notify you of the status of Instruments held on your behalf.
- d. Unless required by Applicable Laws and Regulations, we are not obligated to cancel Instructions to Deal or liquidate Instruments purchased and held by us on your behalf.

#### **41.3 Execution through Underlying Markets**

We may collaborate with Underlying Markets such as Exchanges, Market Makers, or analogous entities. We can execute a Client's order outside a regulated market, provided it aligns with our Order Execution Policy. By signing this Agreement, you consent to us executing Transactions on your behalf outside regulated markets.

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#### **41.4 Third-Party Execution**

At our discretion, we may engage third parties to execute Instructions to Deal. We assume no liability for actions or oversights of such third parties, except in cases of negligence, fraud, or willful default regarding the appointment of said third party.

#### **41.5 Principal Execution**

We execute your Instructions to Deal as principal, representing you as a Client. You are accountable for fulfilling obligations under each Instruction to Deal and Transaction. The decision to engage in or abstain from a Transaction solely rests with you.

#### **41.6 Absence of Advisory Role**

We do not offer investment, financial, legal, regulatory, or other advice. It's advisable to seek independent counsel for Transactions. Your judgment governs entering, refraining from entering, instructing to Deal, or refraining from Transaction. We won't provide financial advice on Instruments, Instructions to Deal, or Transactions.

#### **41.7 Instruction Aggregation**

We may combine Instructions to Deal from multiple clients, if beneficial for overall client interests. However, aggregation might lead to less favorable prices post-execution. You acknowledge that we're not liable for such outcomes.

#### **41.8 Product Details and Market Impact**

Instrument details during Buy or Sell transactions align with our website's information, subject to updates.

#### **41.9 Market Condition Impact**

Market conditions can affect execution time for Limit Orders, Stop Orders, and Market Orders. Execution isn't guaranteed even if a limit or stop price is reached. We bear no liability for loss due to execution delay caused by market conditions, or execution above/below requested price.

#### **41.10 Limitation of Liability**

##### **We bear no liability for:**

- a. Inability to execute an Instruction to Deal.
- b. Delay/change in market conditions before executing an Instruction to Deal or Transaction settlement.
- c. Events beyond our control impacting execution.

#### **41.11 Transaction Initiation**

Transactions are initiated through 'buying' or 'selling'. Quantity specification is essential.

#### **41.12 Price Provision**

Buy and Sell prices for Instruments in the Underlying Market will be provided.

#### **41.13 Instruction Submission**

Instructions to Deal can be submitted electronically via Electronic Trading Platforms orally by phone, or through other notified means. Our price quoting isn't a binding offer for Transaction execution.

#### **41.14 Execution Confirmation**

Upon accepting an Instruction to Deal, we confirm whether a Transaction is fully or partially executed. Delays in interacting with the Underlying Market will be mitigated where possible.

#### **41.15 'Orders on Shares' Availability**

At our discretion, 'Orders on Shares' may be available. Availability varies by Instrument and Market. Familiarize yourself with Order operation before placing one.

#### **41.16 Suspension due to Market Halt**

In case of temporary Underlying Market suspension, relevant Instructions to Deal are also suspended.

#### **41.17 Responsibility for 'Orders on Shares'**

By utilizing 'Orders on Shares', you accept responsibility to understand their operation and terms before placement, with no liability on us for potential price shifts.

### **42: Transaction Costs and Charges**

#### **42.1 Commission Calculation**

Upon initiating a Transaction, a commission will be levied, either as a percentage of the Transaction's value, a set amount per Instrument or as agreed in writing between you and us ("Commission"). Beyond the Commission, charges and taxes applicable to Buying, Selling, or holding an Instrument through our service may vary based on the Underlying Market and the Instrument involved. Additional costs may arise due to delayed or failed Transaction settlement, which you're responsible for, and will be deducted from your account.

#### **42.2 Minimum Charges and Updates**

Minimum charges per Transaction are determined by the Exchange and the Instrument. These charges, including minimum charges, are detailed on our website and may be subject to updates.

#### **42.3 Additional Charges**

We may impose charges for market data provision or other account features as we reasonably inform you from time to time.

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#### **42.4 Charges and Taxes**

You're accountable for paying or reimbursing us for applicable charges, taxes on your Instructions to Deal or Transactions, and taxes on Commission or charges as per this Agreement.

#### **42.5 Immediate Payment**

Sums owed to us are due immediately upon Transaction initiation.

#### **42.6 Buying Instruments**

If you buy an Instrument, you're responsible for the Transaction's consideration, commission, and associated charges and taxes. These are deducted and held pending settlement. If settlement is delayed, the monies become client funds. You must ensure sufficient cleared funds for settlement and related costs.

#### **42.7 Selling Instruments**

When Selling an Instrument, your account receives the Transaction's consideration minus commission, charges, and taxes. However, these funds cannot be withdrawn until settlement. You must maintain sufficient cleared funds for settlement and associated costs.

### **43: Refusal or Cancellation of Instructions**

#### **43.1 Grounds for Refusal**

**We retain the right to decline an Instruction to Deal under specific circumstances:**

- a. Underlying Market closure.
- b. Inadequate funds to cover Transaction costs.
- c. Breach of applicable limits.
- d. Suspicion regarding the source of the instruction.
- e. Force Majeure events.
- f. Violation of Applicable Laws, Rules, or Regulations.
- g. Need to verify the instruction.

#### **43.2 Order Cancellation**

We may cancel accepted Orders on Shares due to events rendering their execution unreasonable. This does not entail liability, and the order will not be reinstated. Events include legal changes or company-related events affecting the order's subject matter.

#### **43.3 Exchange or Trading Partner Requests**

If requested by an Exchange or Trading Partner, we may cancel Transactions or Instructions to Deal, and you agree to cooperate in such instances.

### **44: Transaction Restrictions**

#### **44.1 Selling Instruments**

Selling is limited to owned, settled, or unsettled Instruments. Selling Instruments not owned at the time mandates us to cancel or purchase them on your behalf at your expense, with liability for incurred fines or charges.

#### **44.2 Market Practice Consistency**

You commit to ensuring that Instructions to Deal align with accepted market conduct in the relevant Underlying Market.

#### **44.3 US Shares Tax Compliance**

For US Shares, signing relevant US tax forms before Buying Instruments is mandatory. Failure to comply may lead to the sale of US Shares.

### **45: Electronic Trading Services**

#### **45.1 Instruction Authorization**

Your instruction through our Electronic Trading Platform authorizes us to act. We may decline without reason, and your instruction is a binding commitment, revocable with our consent before execution.

#### **45.2 Platform Changes**

We reserve the right to suspend or terminate Online Trading Facilities or alter their nature or availability, without prior notice.

#### **45.3 Automated Software Usage**

Using automated software or strategies without consent may result in account suspension or termination. We can take such measures for excessive traffic or unauthorized actions.

#### **45.4 Data and Software Usage**

Notify us if you receive unauthorized data, information, or software via an Electronic Trading Service. Do not use such data.

#### **45.5 Virus Prevention**

Take precautions to prevent viruses or malicious items in your system or software used for accessing

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Electronic Trading Services.

#### **45.6 Intellectual Property Rights**

We and licensors retain intellectual property rights in Software and Electronic Trading Services elements. You gain no interest beyond this Agreement.

#### **45.7 Market Data Usage**

You agree that data provided to you by us or third-party service providers is used as per Agreement terms. Charges may apply for data usage.

#### **45.8 Compliance and Access**

Compliance with market data usage, tax status updates, and access terms are essential. We may suspend market data access at our discretion.

### **46: Information, Dividends, and Corporate Events**

#### **46.1 Voting Rights and Dividends**

While not mandatory, we may inform you of and facilitate the exercise of voting rights linked to Instruments held on your behalf. We will manage dividend claims on your Instruments, crediting entitled dividends to your account promptly.

#### **46.2 Providing Instructions**

Your responsibility lies in instructing us for matters outlined in clauses 47.1 and 47.2. If we lack your instructions, we may use our judgment in your best interest, without incurring liability.

#### **46.3 Income Payments and Tax Credits**

Income payments or tax credits collected on your behalf will be credited to your account promptly. Any interest loss due to delays beyond our control will not hold us liable. Cash-based income payments typically consider applicable taxes.

#### **46.4 Tax Credits on Foreign Securities**

We may pursue tax credits on foreign securities' dividends or income. US Share trading necessitates a valid US tax form submission. You must inform us of changes in your tax status.

#### **46.5 Corporate Actions**

We will make reasonable efforts to notify you of corporate actions on your Instruments. However, practical constraints may hinder timely communication. Our duty to inform and act begins after Instruments are registered under our nominee.

#### **46.6 Reflecting Corporate Events**

After receiving confirmation of completed corporate events, your account will reflect the changes as soon as possible.

#### **46.7 Corporate Action Deadline**

You must return valid selection correspondence for corporate actions by the specified deadline. You are accountable for sufficient funds for purchases. Selections are irrevocable and final.

### **47: Transaction Settlement**

#### **47.1 Fixed Settlement Date**

The settlement date cannot be altered once you initiate a Transaction.

#### **47.2 Settlement Timing**

Most Shares settle on a T+2 or T+3 basis, two or three business days post-execution. Longer settlement periods might affect price outcomes.

#### **47.3 Settlement Delays**

We aren't liable for delays due to uncontrollable circumstances or failure to meet necessary steps for settlement completion. We are responsible for passing on received documents or sale proceeds only.

#### **47.4 Account Withdrawals and Settlement**

We may deny withdrawals that leave insufficient funds for unsettled Transactions. Settlement may be delayed for up to eight business days for payment clearance after a deposit and subsequent withdrawal.

#### **47.5 Selling Instruments and Settlement**

Consideration for Sold Instruments, minus Commission and charges, becomes available in your account for re-investment before settlement. Withdrawal isn't allowed until settlement. Failure to settle may lead to transaction reversal.

#### **47.6 Buying Instruments and Settlement**

For Bought Instruments, consideration, Commission, charges, and taxes are deducted. Instruments are available for sale in your account pre-settlement. Transfer out of your account requires settlement. Failure to settle may lead to transaction reversal.

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## 48: Instrument Transfers and Taxation

### 48.1 Transfer Instructions

Only transfer Instruments you own or are held in custody by a third party using a completed transfer form.

### 48.2 Certificated Instruments

For Instruments in certificated form, submit a completed transfer form and valid title certificates for instructions.

### 48.3 Issuing and Dematerializing Certificates

We may issue certificates in your name or dematerialize existing certificates into our nominee's custody if feasible.

## 49: Taxation and Reporting

### 49.1 Tax Responsibilities

You're responsible for Taxes related to your Instructions to Deal and Transactions as per this Agreement.

### 49.2 Immediate Deductions

Taxes applicable to your Orders on Shares are immediately subtracted from your account. Adequate funding before a Transaction is your responsibility.

### 49.3 Tax Complexity

We do not provide tax advice. Seek independent advice to understand and tax implications of Transactions and Charges under changing tax legislation.

### 49.4 Ongoing Tax Obligations

You're liable for tax payments and disclosures to relevant authorities regarding your dealings with us. We comply with privacy policies while providing required tax information.

### 49.5 Tax Law Changes

If tax basis changes require us to withhold amounts, we may deduct such payments from your account or ask for reimbursement.

## 50: Reporting and Compliance

### 50.1 Public Information

Applicable Laws may require us to disclose information about our Transactions. You acknowledge and agree to our right to disclose such information, which remains our property.

### 50.2 Transaction Reporting

We may need to report Transactions and relevant information to Exchanges and regulatory bodies.

### 50.3 Providing Information

You agree to provide the information requested for compliance with Applicable Laws. You consent to share necessary information about Transactions, funds, or assets by this Agreement, Applicable Laws, Rules, and Regulations.

### 50.4 Legal Entity Identifier (LEI)

In certain cases, we may acquire an LEI for you. Associated charges will be passed on to you. Ensure compliance with these terms to maintain your account and Instruments.

## Chapter F: Copy Trading: Exploring Investment Possibilities

## 51: Understanding the Copy Trading Platform

### 51.1 The Power of Copy Trading

Our cutting-edge copy trading platform introduces a dynamic environment for engaging, tracking, and mirroring fellow traders and strategies. It encompasses a range of "copy trading features" that encompass account insights, trading histories, risk profiles, and pertinent Manager and strategy particulars.

### 51.2 The Art of Copy Trading

Copy trading enables traders, referred to as the "Investor," to replicate trades made by other traders, termed the "Manager." Upon electing to follow a specific strategy, the Investor authorizes us to automatically execute Manager-initiated trades within the Investor Account, devoid of prior consultation or approval.

## 52: Role of the Investor

### 52.1 Investor's Responsibility

**By selecting to mirror a Manager's strategy, the Investor commits to:**

- Empower the Manager to execute actions aligned with the chosen strategy on their behalf.

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- b) Sanction the Company to execute requisite actions for strategy subscription facilitation, including trade openings, closings, and suspension. The Company will exercise due diligence but is exempt from liability for system-related financial losses. Details are outlined in Sections 17, 19, and 20.
- c) Follow the chosen strategy proportionate to the allocated Investment Amount. Adjustments ensure equity and leverage harmony with the Manager's approach.
- d) Allow the Company to transfer Manager Commissions from the Investor Account to the designated Manager Account post-trade closure.

#### **52.2 Understanding Leverage and Pricing**

The Investor acknowledges the leverage constraints set by the Company, influencing Manager Commissions and Investor trades. Leverage thresholds may vary and can be referenced on our website.

#### **52.3 Financial Allocation and Subscriptions**

Allocating the minimum investment amount set by the Manager is a prerequisite for subscribing to a strategy. This determines the volume ratio for mirroring Manager Trades. Automatic order execution, sans Investor approval, governs the subscription duration. Trades below the minimum threshold volume will not be executed.

#### **52.4 Managing Price Variations**

Variations in pricing are a possibility between the selection of a strategy and the commencement of its replication.

#### **52.5 Precise Copying of Open Trades**

When copying open trades, we execute positions at the best available prices upon copying, accounting for market closures.

#### **52.6 Copying New Trades**

For new trade copying, prompt position execution is aimed for. All associated actions, including stopping losses, taking profits, and closures, are mirrored in the Investor Account.

#### **52.7 Manager Account Closure**

The Company retains the discretion to close Manager Positions, leading to the automatic exit of Investor subscriptions.

#### **52.8 Independent Strategy Assessment**

Investors acknowledge that Manager Strategy descriptions, inclusive of performance fees, minimum investment, and strategy types, are not Company-approved. Managers possess autonomy in portfolio selection, sometimes deviating from strategy descriptions.

#### **52.9 Risk Acknowledgment**

Investors accept that losses in the Investor Account aren't the Company's responsibility, and losses may surpass the allocated Investment Amount and Manager losses.

### **53: Responsibilities of the Manager**

#### **53.1 Manager Strategy Scrutiny**

The Company reserves the right to reject or block strategies that violate Agreement provisions, laws, and ethical standards, or infringe third-party rights.

#### **53.2 Manager Position Closure**

The Company retains the discretion to close Manager Positions.

#### **53.3 Commission Calculation and Payment**

Manager commissions are computed and transferred post-trade closure, factoring in High Watermark calculations.

### **54: Service Limitations in Copy Trading**

#### **54.1 Non-Provision of Financial Advice**

Our copy trading platform does not provide investment recommendations, advice, or tax guidance. Information shared is solely for informational purposes.

### **55: Risks and Realities of Copy Trading**

#### **55.1 Evaluating Financial Position**

Investors must assess their financial situation and commitments before subscribing to a strategy. Copy trading entails speculation, with losses potentially exceeding the copied amount due to factors like trade volumes and automated execution.

#### **55.2 Past Performance Disclaimers**

Past performance, risk scores, and portfolio data aren't definitive indicators of future outcomes. The Company doesn't guarantee similar profits or losses to those shown in a Manager's strategy.

#### **55.3 Functionality Insights**

Our copy trading platform features dynamic functionalities subject to modification without prior notice.

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## 56. Liability: Clarifying Company Responsibility

### 56.1 Company Accountability within Legal Boundaries

By prevailing Applicable Laws and Regulations, it's essential to understand that the Company cannot be held responsible for losses stemming from:

- Implementation of written instructions provided by the Investor, as executed by the Company.
- Choices and measures taken by a Manager, whom an Investor has elected to replicate.

## Chapter G: Margin Deposits, Collateral, and Payments

### 57. Understanding Margin and Collateral

#### 57.1 Definition of Margin and its Significance

Margin constitutes the cash amount you are obliged to deposit with us before engaging in Transactions or Contracts. It's pivotal to ensure that your account maintains sufficient Margin to cover the Margin Requirement for any open positions resulting from your Transactions or Contracts. In cases where your Margin falls short of the required amount for a proposed open position, your Transaction or Contract might be declined. The need to maintain the Margin Requirement persists until the eventual closure of an open position. It's important to note that the Margin Requirement can change an open position is closed.

#### 57.2 Contingent Liability: Considerations for Contract for Differences

An essential aspect to be aware of is the potential contingent liability associated with certain types of Transactions, such as Contracts for Differences (CFDs). Depending on the nature of the Transaction, you might need to make additional payments if a Transaction fails to reach completion or when positions are closed out early. This entails the responsibility of making further variable payments, termed Margin, instead of the immediate payment of the complete purchase (or sale) price. The movement in the Market Price of your investment can significantly influence the amount of Margin you are required to furnish.

#### 57.3 Margin Call and Security Requirements

You are obligated to fulfill the following upon our demand: (a) provide us with Security against your obligations; (b) ensure that a positive balance is maintained in your Accounts; and (c) submit deposits, initial Margin, or variation Margin to cover your present, future, and potential liabilities to us. Our Online Trading Facility is equipped with an automated risk monitoring system and margin Call and Stop-out features. Through this system, we can apply Margin Calls and Stop-outs at prevailing levels as displayed on our Online Trading Facility. This includes instances of initial, maintenance, or close-out Margin Calls.

#### 57.4 Dynamic Margin Requirements

Our Margin requirements can be subject to adjustments at our discretion. Prompt compliance with any Margin payment requirements is essential. Please note that a single Margin call doesn't preclude the possibility of additional calls. Additionally, different financial instruments might have varying Margin requirements. For detailed information on applicable Margin requirements for specific financial instruments, please refer to our website.

#### 57.5 Margin Adjustments During Market Disruption

Under specific circumstances, such as market closures or significant news announcements, we reserve the right to temporarily impose higher margin requirements than usual. These instances include times leading up to Friday market closures, major news announcements, and anticipated abnormal Market conditions or disruptions. It's important to acknowledge that such temporary adjustments may influence existing open Orders.

#### 57.6 Cash and Non-Cash Margin

Margin must be provided in cash or other acceptable assets, such as collateral. The currency of your cash Margin will align with the currency of the relevant underlying Transaction or as determined by us. Please note that the cash Margin transferred to us represents a transfer of title, and you won't retain any interest in it. The cash Margin received by us will be recorded as a cash repayment obligation on our part.

#### 57.7 Acceptance of Non-Cash Collateral

In instances where non-cash Collateral is accepted, it must meet our criteria. We determine the value and proportion of non-cash collateral to be considered for Margin purposes. The value of Collateral can be subject to change, and you should be aware of this dynamic nature. Such valuation affects your obligations and is conducted within the confines of Applicable Laws, Rules, and/or Regulations.

#### 57.8 Consequences of Failing to Meet Margin Requirements

You are responsible for maintaining communication regarding Margin arrangements. If you fail to provide Margin or required deposits within the stipulated time, we reserve the right to close out any open Transactions or Contracts without prior notice. The proceeds will be allocated towards your outstanding obligations. Please be aware that such failure might be deemed an Event of Default.

#### 57.9 Currency Conversion and Effects

Calls for Margin will be made in the currency of the Transaction or your Account. Funds may be converted

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at exchange rates determined by us. We endeavor to minimize losses arising from such conversions, though no liability lies with us for any resulting loss.

#### **57.10 Right to Reject Margin**

We retain the right to return any deposited Assets, including Margin, Collateral, or deposits, at any time without the need for justification or explanation.

#### **57.11 Safeguarding against Negative Balances**

Under our Negative Balance Protection policy, your aggregate liability for CFDs within your trading Account is restricted to the funds present in the Account. This policy aims to prevent your losses from exceeding the funds in your trading account due to net profits from closed trades. However, certain activities, such as arbitrage, abuse, or internal hedging, might disqualify you from this protection. In such cases, we may adjust the policy accordingly.

### **58. Margin Call and Stop-Out Levels**

#### **58.1 Automated Monitoring for Risk Management**

Our Online Trading Facility employs automated risk monitoring, Margin Call, and Stop-out features to oversee the utilization of your collateral. These tools align with our Margin and cash funding requirements for the Transactions or Contracts executed through our platform.

#### **58.2 Margin Call Policy and Equity Protection**

Our Margin Call Policy ensures that your maximum risk is limited to your Account equity. A Margin Call occurs when your Account equity falls to 50% of the required Margin Level for open positions. This alerts you that your equity is insufficient to support your positions. During such times, new positions cannot be opened, and you may choose to deposit additional funds to maintain existing positions. Your Margin Level's fluctuations, influenced by winning and losing positions, will impact the proximity to the Margin Call Level.

#### **58.3 Personal Responsibility for Monitoring**

Clients are responsible for actively monitoring their Account activity, including tracking open positions reaching the Margin Call Level.

#### **58.4 Activation of Stop-Out Level**

The Stop-Out Level is a threshold where our Online Trading Facility will automatically close trading positions, starting with the least profitable, to prevent further account losses. This activation occurs when equity is 20% of the Margin Level required to maintain open positions. Even hedged positions are subject to these requirements if account equity falls into negative territory.

#### **58.5 Impact on Stop and Limit Orders**

In scenarios where a Stop or Limit Order coincides with the price that triggers a Stop-out, the Stop-out will be executed, and any pending Orders tied to that trade will be canceled.

#### **58.6 Priority of Margin Call and Stop-Out**

In instances where both a Margin Call or Stop-Out and other order types are triggered simultaneously, the Margin Call or Stop-Out will take precedence.

### **59. Security and Asset Protection**

#### **59.1 Safeguarding Your Assets**

##### **59.1.1 Security Interest and Lien**

All Assets held on your behalf or in our possession, including those jointly owned or serving as a guarantee, are maintained as security for your commitments to us. This includes a general lien and the right of set-off for any liabilities you owe us, regardless of the number of accounts you hold. This security encompasses your Account credit balances, registered securities, and the value of your ongoing positions with us. We hold the discretion to transfer your Assets between your accounts, combine or set off between accounts, and convert currency without prior notice.

##### **59.1.2 Withdrawal or Substitution**

Your Assets held under our security interest cannot be withdrawn or substituted without our explicit written consent.

##### **59.2 Granting Fixed Security Interest**

As an ongoing commitment to securing your obligations under these Terms and Conditions, you grant us a fixed security interest in all your current and future Assets provided to us or held by us under these Terms and Conditions. This security interest extends to assets held in your Account(s). We are authorized to realize and apply these Assets to satisfy any part of your outstanding obligations to us without prior notice.

##### **59.3 Ensuring Comprehensive Protection**

You agree to facilitate the perfection of our security interest by executing the necessary documents and steps. This may involve registering us as owners of Margin, securing the Secured Obligations, and meeting Market requirements.

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#### **59.4 Asset Substitution**

Withdrawal or substitution of Assets under our security interest necessitates our prior written consent.

#### **59.5 Set-off in Default Scenarios**

In cases of default or agreement termination, we are entitled to set off the cash Margin we owe you against your liabilities to us. This set-off considers the "Netting" clause of this Agreement.

#### **59.6 Utilization and Pledging of Collateral**

##### **59.6.1 Assurance of Collateral**

You warrant that Collateral transferred to us under these Terms and Conditions is free from encumbrances except for the lien established by these Terms. You grant us the right to pledge, re-pledge, hypothecate, invest, or loan any Collateral we hold for you, either separately or with other clients' property, to satisfy obligations to us or third parties.

##### **59.6.2 Negative Pledge**

You agree not to establish any Security interest over the Margin transferred to us, except for routine clearing system liens.

#### **59.7 Granting of Charge**

##### **59.7.1 Authorized Charge**

In instances where the Margin provided constitutes "financial collateral," and this Agreement is a "security financial collateral arrangement," we may grant a Security interest over the Margin to cover obligations to an intermediate broker or Market.

##### **59.7.2 Appropriation of Collateral**

You agree that, in the context of "financial collateral," we have the right to appropriate part or all of such Collateral to satisfy Secured Obligations. The value of appropriated "financial collateral" includes Margin and accrued but un-posted interest at the time of appropriation.

#### **59.8 Power of Sale**

In case of an Event of Default, we possess the authority to sell Margin under these Terms and Conditions. Proceeds from the sale will cover costs and the Secured Obligations. The method and price of sale will be determined at our discretion.

#### **59.9 General Lien**

We hold a general lien over all Assets and property held on your behalf, our Associates, or our nominees until your Secured Obligations are satisfied. This lien encompasses Account credit balances, registered securities, and the value of your open positions. We reserve the right to transfer, set-off, and convert Assets between accounts without notice. We can also set off amounts owed between us at our discretion.

## **Chapter H: Pricing and Fees**

### **60. Understanding Commissions, Fees, and Charges**

#### **60.1 Payment of Commissions and Charges**

You are required to pay fees (referred to as "Commissions and Charges"), including spreads, interest, and other fees, at rates communicated by us or available on our Online Trading Facility. Acceptance of these Terms and Conditions implies your acknowledgment of the Spreads and Conditions Schedule on our Online Trading Facility, detailing all such Commissions and Charges.

#### **60.2 Flexibility to Modify Commissions and Charges**

We retain the right to modify Commissions and Charges, including adding, deleting, altering, or amending them at our sole discretion. Changes will be posted on our Online Trading Facility or communicated to you. You are responsible for checking the Spreads and Conditions Schedule for updates. Changes become effective five (5) calendar days after posting on our Online Trading Facility or upon your next access, whichever occurs earlier. Continued use of our Online Trading Facility implies acceptance of modifications.

#### **60.3 Advantageous Changes and External Circumstances**

In cases benefiting you or due to external factors beyond our control, we can modify Commissions and Charges without prior notice. This includes changes in relationships with counterparties impacting cost structures, as well as alterations in commissions and charges from third-party providers.

### **61. Additional Charges**

#### **61.1 Broadening Fee Responsibility**

Apart from Commissions, Fees, and Charges, you are responsible for any additional fees incurred from our Services, including VAT, duties, taxes, and Transaction-related expenses.

#### **61.2 Separate Fees and Expenses**

We can demand separate payments for specific fees/expenses: extraordinary disbursements, non-performance costs, inquiry responses to public authorities, administration fees, Security deposit-related charges, transaction fees, auditor-related expenses, swaps/rollover fees, and fees related to trading abuse.

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### **61.3 Termination and Registration Implications**

If your registration/trading data matches another client's, we reserve the right to terminate the relationship, apply outstanding fees, and impose a minimum USD 10 charge.

### **61.4 Inactivity Charges**

Accounts inactive for twelve (12) months may incur a USD 15 account maintenance fee, followed by a monthly USD 5 fee. The inactivity period is subject to change.

## **62. Payment Terms**

### **62.1 Prompt Payment**

Commissions, Charges, and other fees are immediately due unless specified otherwise. Overdue amounts accrue interest at our determined rate.

### **62.2 Payment Methods**

Amounts due may be deducted from held funds or paid according to the difference account, Settlement/Trade Confirmation, or relevant advice.

## **63. Currency Conversion**

### **63.1 Indemnifying Currency Changes**

You indemnify us for costs and losses incurred from receiving amounts in currencies different from payment currency.

### **63.2 Currency Conversion Authority**

We can convert realized gains, losses, deposits, and funds for better risk coverage. Conversion rates and mark-ups are defined in the Spreads and Conditions Schedule.

## **64. OTC Transaction Pricing**

For OTC Transactions, we provide Price Quotes for your decision to trade. You choose to engage in Transactions at the quoted prices.

## **65. Prohibited Trading Activities**

### **65.1 Forbidden Access and Circumvention**

Unauthorized access, reverse engineering, and security breaches of our Online Trading Facility are prohibited. Breach leads to access blocking, account termination, and profit forfeiture.

### **65.2 Prohibited Artificial Intelligence**

The use of AI software to exploit our trading facility is strictly prohibited, leading to access termination, profit seizure, and extra charges.

### **65.3 Addressing Market Changes**

Changes in Market conditions necessitate your active monitoring of open positions. We aren't obligated to advise on Market shifts.

### **65.4 Addressing Fraudulent Activity**

We identify and address fraudulent trading, abusive activities, and deceitful actions with account closures, profit confiscation, and informing third parties.

### **65.5 Indemnification**

You indemnify us against liabilities arising from fraudulent/unlawful Online Trading Facility use, provided our gross negligence, fraud, or willful default isn't the cause.

### **65.6 MT4 Multiterminal**

#### **65.6.1 Multi-Account Management**

Using MT4/MT5 Multiterminal for multiple accounts is possible.

#### **65.6.2 Accountability for Usage**

You must only manage your accounts with the MT4/MT5 Multiterminal.

## **Chapter I: Managing Your Accounts**

## **66. Accounts Handling**

### **66.1 Account Setup**

To facilitate Services and transactions, we help you create and operate accounts on our Online Trading Facility. These accounts, denominated in your chosen currency, record all transactions executed via our platform (referred to as "Account").

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## **66.2 Transaction Aggregation**

Depending on your trading volume, executed transactions may be consolidated into balance transactions on your platform, reflecting aggregated Profit and Loss. A comprehensive trading history can still be accessed and exported through your Members Area.

## **67. Base Currency Designation**

### **67.1 Choosing a Base Currency**

You must select a base currency for each Account on our Online Trading Facility, such as US Dollars or other listed currencies. This designated currency will be your Account's Base Currency.

### **67.2 Payment and Currency**

Payments to your Account must be in its Base Currency. In case of receiving amounts in other currencies, clause 63 (Currency Conversions) applies.

### **67.3 Withdrawals and Currency**

Withdrawals are generally made in the currency originally received. For withdrawals in different currencies, clause 63 (Currency Conversions) applies.

### **67.4 Third-Party Payments**

We won't accept instructions to pay third parties from your Account, except as otherwise agreed upon in writing.

## **68. Access Credentials (Usernames and Passwords)**

### **68.1 Accessing Your Account**

To access and use our Online Trading Facility, unique usernames and passwords will be provided per Account. These credentials allow various account activities, real-time evaluations, historical data review, entering Transactions, and placing Trades.

### **68.2 Responsibility and Confidentiality**

You are accountable for safeguarding your access credentials' confidentiality. Sharing these with others is prohibited. Our reliance on instructions and communications entered using these codes is binding. Notify us promptly in case of loss, theft, or unauthorized use.

### **68.3 Monitoring Account Access**

You are solely responsible for monitoring and controlling Account access. Access Codes should be known and used only by authorized users/customers. Any actions through your Access Codes are your responsibility.

### **68.4 Lost or Compromised Codes**

Inform us promptly in writing about lost, stolen, or compromised Access Codes. You remain responsible for actions taken with these codes until termination. We retain the right to modify or terminate Access Codes at our discretion.

### **68.5 Compliance and Information**

Adherence to Applicable Laws, Rules, Regulations, and this Agreement is crucial. Additional terms, disclaimers, and transaction-related conditions must be followed. You are obligated to provide the requested information for AML compliance and other regulatory obligations.

### **68.6 Security Measures**

You indemnify us against damages arising from failing to protect Access Code security and prevent unauthorized Account access. Your non-compliance with this clause necessitates indemnification.

## **69. Affiliates and Business Introducers**

### **69.1 Affiliation Acknowledgment**

If introduced to ABET GLOBAL by an Affiliate/Business Introducer, you acknowledge:

- a. Authorization of the introduction.
- b. Commission payment to the Affiliate/Business Introducer, as detailed on our website (<https://partners.abetglobal.com/partner-types>).

## **70. Managing Payments**

### **70.1 Depositing Funds**

You have the flexibility to deposit funds into your Account at any time. However, we only accept deposits from payment methods (such as bank wire transfers, e-wallets, etc.) that are registered under your name. Third-party or anonymous payments are strictly prohibited.

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## **70.2 Payment Methods**

We generally do not accept payments by cash or cheque, unless specified otherwise in mutual agreement. If we agree to accept cash or cheque payments, we reserve the right to refuse cheque payments that have not cleared upon initial presentation.

## **70.3 Withdrawing Funds**

Upon submitting a withdrawal request, the requested funds will be immediately deducted from your Account balance. We strive to process withdrawal requests within one (1) Business Day, provided specific conditions are met. These conditions include: (a) inclusion of all necessary withdrawal request information; (b) using a payment method in your name; (c) provision of full identification documentation; and (d) maintaining the minimum required Margin Level if there are open positions in the Account, particularly as specified in sub-clause 58.2 during Market Disruptions to ensure Margin Level compliance.

## **70.4 Payment Method Charges**

We may levy a transfer charge for payments made via debit card, credit card, or other payment methods that incur processing fees.

## **70.5 Payment Crediting**

When you make a payment or deposit, we make best efforts to credit your Account within one (1) Business Day, provided we confirm you as the sender. In case we're not satisfied with the sender's confirmation, we reserve the right to reject funds, returning them net of any fees. Additional documentation might be needed to comply with "Anti-Money Laundering (AML) Legislation" and similar regulations. A "USD 50 - handling fee" may be charged if a deposit is determined as a third-party deposit.

## **70.6 Currency Conversions**

We have the right to convert realized gains, losses, option premiums, commissions, interest charges, and more in currencies other than your Account's Base Currency into the Base Currency. Additionally, we may convert cash currency deposits to other currencies to cover obligations and liabilities. These conversions occur at a reasonable exchange rate set by us, with any applicable markup posted on our Online Trading Facility.

## **70.7 Currency Exchange Risk**

Any foreign currency exchange risk stemming from deposits, withdrawals, compliance actions, or our rights under these Terms and Conditions will be your responsibility.

## **70.8 Interest and Beneficiary**

We are not obliged to pay interest on your credit balance(s) or account funds. You waive rights to such interest. We benefit from any interest received on funds deposited or held on your behalf.

## **71. Managing Multiple Accounts**

If you possess multiple Accounts with us, we may treat them as one and restrict the number of Accounts per household at our discretion.

## **72. Deposits, Refunds, and Withdrawals**

### **72.1 Deposits**

We retain the right to introduce deposit limits and fees within our systems.

### **72.2. Refunds and Withdrawals**

#### **72.3 Withdrawal Limits and Requirements**

We may implement withdrawal limits and fees within our systems.

#### **72.4 Documentation for Withdrawals**

You might need to submit additional documentation as per "Anti-Money Laundering (AML) Legislation" and other regulations.

#### **72.5 Withdrawal Methods**

For withdrawal or refund, we may remit funds to the same remitter and via the same payment method used for deposit. We can require an alternative method or additional documentation based on applicable regulations.

#### **72.6 Alternative Payment Methods**

If unable to remit funds via the original method, we might use alternative methods and currencies at our discretion, with applicable exchange rates and fees.

#### **72.7 Withdrawal Processing**

Approved withdrawal requests are processed within one (1) Business Day, reducing the relevant Account's balance. Requests may be declined or delayed if not compliant with this clause or if ancillary documentation is unsatisfactory.

#### **72.8 Bank Transfer Fees**

You are responsible for bank transfer fees related to withdrawals or refunds. We're not accountable for incorrect payment details provided by you.

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## 72.9 Withdrawing Funds

### 72.10 Withdrawal Priority Procedure

Funds withdrawal is available to clients with validated accounts and submitted documents. Withdrawals are usually processed based on the source of the original deposit.

## 73 Refunding Priorities

Withdrawal refunds prioritize certain methods, such as Credit/Debit cards, Bitcoin, and E-wallets, in order. Withdrawal requests are completed within 24 working hours, appearing as pending withdrawals in your account. Incorrect withdrawal method selection follows the priority procedure.

All withdrawal requests are completed within 24 working hours. However, any withdrawal requests are reflected as pending withdrawals instantly. If a client chooses the wrong withdrawal method, it will be processed based on the Withdrawal Priority Procedure. Withdrawal requests are processed in the deposit currency. If the deposit currency differs from the transfer currency, we convert it at the prevailing exchange rate.

## 74. Chargeback Policy

### 74.1 Research Fee

In case of a chargeback (intentional or accidental) on a deposit, we may charge a "USD 150 research fee" to cover investigative expenses.

### 74.2 Dealing with Fraud

We treat credit/debit card fraud seriously and pursue it through legal action in your local jurisdiction. Additionally, we can block access, revoke Access Codes, terminate accounts, seize profits, and inform third parties of breaches.

## 75. Netting Agreement

### 75.1 Simplified Trade Arrangement

All trades between you and us are based on the understanding that this Agreement and trades constitute one agreement. Without this, we wouldn't engage in trades with you.

### 75.2 Consolidation of Payment Obligations

Should we exercise this clause, payment obligations are consolidated into a single sum either payable to you or to us, based on net amounts.

### 75.3 Binding Agreement

This netting agreement is binding for all Parties, including the estate and creditors under this Agreement.

### 75.4 Addressing Prohibited Activity

If you engage in arbitrage or abuse for financial gain, we can exercise this Agreement's terms without prior notice. This may involve combining accounts, canceling Orders, and more.

### 75.5 Conclusion of Client Relationship

Upon termination of the client relationship, claims between Parties are discharged through netting. Open Contracts' value is determined by specific principles, and the final payment amount is the net difference between Parties' obligations.

## 76. Client Funds and Assets

### 76.1 Secure Custody

To ensure security and separation, all assets including cash, and where agreed, other assets like collateral, are held in an account with an approved bank. These assets, referred to as "Client Money," are kept distinct from the Company's funds and might be pooled with other clients' funds.

### 76.2 Third-Party Handling

With your prior written consent, we might allow third parties like exchanges or clearing houses to control parts of your Client Money for Transaction purposes or collateral requirements.

### 76.3 Account Transactions

You authorize us to manage deposits and withdrawals from your Account, including settlements for Transactions and Contract obligations under this Agreement.

### 76.4 Payment Directly to You

Amounts payable by us to you will be paid directly to you unless mutually agreed otherwise.

### 76.5 Set-Off and Account Merger

At our discretion, we can set off amounts held on your behalf against your obligations or merge your Accounts.

### 76.6 Non-Margin Funds Withdrawal

You're entitled to withdraw non-margin funds from your Account without closing it.

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### **76.7 No Negative Balance Policy**

While leveraged trading carries risk, our 'no negative balance' policy ensures you won't lose more than your invested capital.

### **76.8 Dormant Account Policy**

Accounts inactive for five (5) years, with positive balances and no activity, may be subject to deductions. We'll make reasonable efforts to contact you before such actions.

## **77. Dormant and Archiving Policy**

### **77.1 Dormant Status**

Accounts with no activity (trading/withdrawals/deposits/internal transfer) for ninety (90) calendar days are considered dormant.

### **77.2 Removal and Charges**

Dormant Accounts lose bonuses/credits, and pending orders might be deleted. A monthly fee of USD 5 (or a balance below USD 5) applies to dormant Accounts.

### **77.3 Archived Status**

After implementing fees, dormant accounts are automatically archived.

### **77.4 Immediate Archiving**

Accounts with a balance less than USD 5, after ninety (90) calendar days of inactivity, are immediately archived.

## **78. Islamic/Swap-Free Accounts**

### **78.1 Swap-Free Option**

We offer Islamic (Swap-free) Accounts for clients with religious restrictions against swaps. Requests may require justification.

### **78.2 Conversion Policy**

Requesting an Islamic Account converts all your real trading Accounts to Swap-free, as managed by our Middle Office Department.

### **78.3 No Profiting from Swaps**

Clients can't profit from Swaps through Swap-free Accounts.

### **78.4 Status Revocation**

We can revoke Swap-free status for any reason or detect fraud. In such cases, we can close Accounts and recover un-accrued Swaps.

\*\*For further assistance, feel free to contact us.\*\*

## **Chapter J: General Provisions**

### **79. Market Making**

#### **79.1 Role as Market Maker**

In certain markets, such as foreign exchange, OTC foreign exchange options, and CFD Contracts, it's important to note that we might function as a 'Market Maker.' This entails us taking on the risk of holding Supported Securities to facilitate trading. We quote bid and ask prices for Supported Securities on our Online Trading Facility and fulfill Orders from our inventory or seek Offsetting Orders.

#### **79.2 Swift Pricing**

To provide quick Price Quotes similar to speculative trading, we sometimes rely on available prices that may later prove inaccurate due to specific market circumstances. If acting in good faith, we might cancel a Transaction or Contract due to such circumstances.

#### **79.3 Position Offset and Profit**

After executing a position with you, we may offset it with another client's position or our proprietary position, aiming for trading profits. This could result in different prices from the Price Quotes provided to you, leading to trading profits or losses.

#### **79.4 Conflicting Positions**

In markets where we act as Market Maker, we might hold positions opposing yours or other clients', creating potential conflicts of interest.

#### **79.5 No Price Quoting Obligation**

As Market Maker, we aren't obligated to quote prices with specific maximum spreads to you or other clients.

#### **79.6 Spread as Remuneration**

Price Quotes include a spread as our remuneration, which can't be individually calculated for all Transactions. The spread isn't revealed in Settlement/Trade Confirmations.

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### **79.7 Influence on Trading Results**

Commissions, interest charges, and other fees within spreads affect your trading results and performance.

### **79.8 Impact on Margin Deposit**

While dealing costs are typically moderate compared to traded instrument value, they can be significant relative them to Margin deposit. This could deplete your Margin due to trading losses and costs.

### **79.9 Active Trading Consideration**

Active traders with numerous Transactions should consider both visible and invisible costs, which might exceed Margin value.

### **79.10 Implication of Market Making**

Market Making may result in implied costs from profits made, affecting your Account and not always quantifiable for you.

### **79.11 Performance Details**

We're not obligated to disclose our Market Maker performance or income details.

### **79.12 OTC Products**

For OTC products like CFD Contracts, the implied costs related to Market Maker performance apply.

## **80. Conflicts of Interest**

### **80.1 Notable Interest**

When arranging Transactions and Contracts, we might have material interests, relationships, or arrangements related to them. We aim to resolve such conflicts in your best interest.

### **80.2 Specific Situations**

Acknowledging potential conflicts, we might assign Order execution to third parties, handle opposing client Orders simultaneously, establish trading relationships with other issuers of Financial Instruments, and compensate Associates and clients.

### **80.3 Conflict Policy**

Full details of our Conflicts of Interest Policy are available on our Online Trading Facility, though it's not part of these Terms and Conditions.

### **80.4 Acknowledgment of Business**

By accepting these Terms and Conditions, you recognize that we may conduct such business without prior reference to specific potential Conflicts of Interest. 81. Special Provisions for Managed Accounts, Introduced Accounts, or Third Party Vendors.

## **81. Special Provisions for Managed Accounts, Introduced Accounts, or Third Party Vendors**

### **81.1 Account Management and Introduction**

If your Account is managed by a trading advisor or introduced to us by a third party, it's essential to recognize that we're solely responsible for being the counterparty in Transactions and/or Contracts within your Account. We don't bear responsibility for actions, representations, or statements of such individuals or entities related to your Account or Transactions.

#### **It's important to acknowledge that:**

(a) trading advisors and third-party introducers act independently; (b) unless otherwise stated in writing, they aren't our affiliates, employees, or agents; (c) they can't make representations about us or our services unless authorized in writing by us; (d) we're not liable for agreements between you and them; (e) engaging with them might lead to extra costs, as we may need to pay commission fees to them.

### **81.2 Waiver and Indemnification**

By accepting these provisions, you agree to waive any claims against us and hold us harmless for actions or omissions of third-party introducers or their associates.

## **82. Acknowledgements**

### **82.1 Understanding Speculative Nature**

You acknowledge that trading leveraged and non-leveraged Transactions and/or Contracts: (a) involves speculation; (b) carries significant risk; (c) is suitable only for those who can assume substantial losses exceeding their Margin deposit.

### **82.2 Implications of Leverage**

Further understanding includes (a) small initial Margin relative to trade value, leading to leverage; (b) small price changes in Underlying Security can result in major losses; (c) profit or loss from value fluctuations is solely your responsibility; (d) we won't provide advice; (e) we don't continuously monitor Transactions and/or Contracts; (f) profit guarantees are impossible; (g) no such guarantees were given by us or our associates.

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### **82.3 Consideration for Risky Trading**

Given the risks, you should engage in such transactions only with a full understanding of the trading nature and your risk exposure. Trading leveraged Securities isn't suitable for many individuals, requiring careful consideration based on experience, objectives, financial resources, and circumstances.

### **82.4 Over-the-Counter (OTC) Trading**

Trading Foreign Currency Contracts privately with us, as Principal, involves 'back-to-back' transactions. It's not cleared by a central clearing organization. Any Transaction with us is our obligation, without regulatory and financial protections from exchange-traded contracts.

### **82.5 Leverage Effects**

Transactions in leveraged Securities are highly volatile. Small Market movements can significantly impact deposited funds, both positively and negatively. A substantial loss of initial Margin and added funds might occur if the market moves against your position.

### **82.6 Electronic Trading Risks**

Electronic trading systems are vulnerable to temporary disruptions. Recovery from losses might be limited by system provider rules. Execution issues, including hardware, software, and internet-related problems, may occur when trading online.

### **82.7 Commissions and Charges Impact**

A clear understanding of all commissions, fees, mark-ups, and other charges affecting net profit or losses is crucial before trading.

### **82.8 Risk-reducing Strategies**

Certain Orders intended to limit risk might not be effective due to Market conditions.

### **82.9 Trading Suspension and Risk**

Market conditions and rules can hinder Transactions, liquidation, or offsetting positions, increasing risk.

### **82.10 Protection of Deposited Funds**

Protections for deposited money or property may vary in insolvency or bankruptcy events, affecting fund recovery.

### **82.11 Currency Fluctuations Impact**

Currency rate fluctuations affect profit or loss in leveraged Transactions when converting currencies.

### **82.12 Cross-border Trading Risk**

Trading in other jurisdictions exposes you to additional risks and varying investor protection.

### **82.13 Quoting and Execution Errors**

We're not liable for errors resulting from quoting, execution, and system issues, but we correct or adjust Accounts as needed.

### **82.14 Off-Exchange Transactions Risks**

Off-exchange Transactions in the unregulated Over-the-Counter (OTC) Market involve higher risks due to a lack of regulations, valuation rules, and protections.

### **82.4 Additional Important Points to Note**

In addition to the previously mentioned aspects, it is crucial to fully comprehend the following points:

#### a. Closure of Open Positions

We retain the authority to close parts or all of your open positions to facilitate fees or amount charges owed by you. Despite this, you remain responsible for promptly settling such fees, even if your Margin deposit is fully lost.

#### b. Unavailability of Underlying Instruments

If an Underlying Instrument becomes unavailable for trading (due to insolvency, management decisions, etc.), we reserve the right to close open/pending positions at the last quoted price obtained from our liquidity providers.

#### c. No Guarantee on Orders

Placing 'Stops' doesn't ensure the trade will be filled at the Order price. Entry Stops and Stops will be filled at the first available market price upon activation, which may differ from the requested price.

#### d. Liquidity Provider Limitations

If liquidity providers can't provide liquidity, Orders may experience execution delays or might not be playable. Order size could also influence execution speed. Avoid entering the same Order multiple times to prevent unwanted positions.

#### e. System Errors

While using our Online Trading Facility, system errors may arise from hardware or software failures. Such errors could affect Order execution and account balance accuracy. We reserve the right to rectify these issues on the respective Account.

#### f. No Guaranteed Profit

No system guarantees lucrative outcomes in leveraged Financial Instruments trading, and the results of Transactions and/or Contracts are inherently uncertain.

#### g. Market Conditions Impact

Although foreign currency, commodities, and indices markets are relatively liquid, Market conditions might

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hinder Order execution or limit execution of 'limit' Orders at stipulated prices. This increases the risk of losses occurring in a short time.

#### **h. Non-obligatory Additional Guarantee Deposit**

While additional guarantee deposits aren't obligatory, we can close outstanding balances without consent under such circumstances.

#### **i. Abnormal Market Conditions**

During abnormal Market conditions, CFDs might rapidly fluctuate due to unforeseeable events beyond our control, affecting your trading ability.

#### **j. Handling Zero Prices**

If the price of a financial instrument reaches zero, our Online Trading Platform will automatically close open positions at the current market price.

#### **k. Indicative vs. Dealable Quotes**

Indicative Quotes on charts indicate Market direction, but due to decentralized derivative products Markets, slight price differences might exist among Market Makers.

#### **l. Detailed Understanding Required**

Risk information here doesn't cover all inherent risks and aspects of leveraged Securities trading. Seek professional advice or learn Transaction specifics before trading.

#### **m. Weekend Trading and Offsetting**

Trades automatically close at week's end. Offset Contracts carried over weekends may be allowed based on market liquidity conditions.

#### **n. Mobile Trading Risks**

Using mobile trading tech poses inherent risks like Order duplication and latency due to mobile connectivity issues. Mobile platform prices are indicative and might not reflect executed prices.

### **83. Further Assurances, Representations, and Covenants**

In addition to the aforementioned, you further assure, represent, and agree that: (a) you act as the sole beneficial owner; (b) leveraged Financial Instruments trading suits you; (c) you're willing and financially able to bear total losses from Transactions and/or Contracts.

#### **83.2 Compliance and Lawful Funds Usage**

By using our services, you declare that your funds are lawful and not from criminal activities. Suspected fraudulent or unlawful activity might result in account termination or blocking.

#### **83.3 Continuous Representations**

These representations and warranties apply for future Transactions, and Instructions, during our business relationship.

#### **83.4 Covenant to Comply**

You covenant to maintain necessary authority, notify of Defaults, comply with laws, not create false impressions, and provide requested information.

#### **83.5 Notice for Financial Services Professionals**

If affiliated with a financial firm controlling employee transactions, inform us. We might request acknowledgment from your firm's Compliance Department regarding accounts/transactions.

#### **83.6 Proper Use of Bid and Ask Prices**

Use bid and ask prices for personal trading only; don't redistribute them to others for any purpose.

### **84. Confidential Information Protection**

84.1 Both Parties must keep confidential information undisclosed, except where legal obligations or regulations mandate disclosure.

#### **84.2 Information Disclosure**

Accepting these terms authorizes us to disclose your information as required by law or regulatory authorities, without prior notice.

#### **84.3 Sharing of Personal Information**

By accepting these terms, you allow sharing your personal information with licensed financial entities, Associates, trading advisors, and third-party agencies for analysis and approval purposes.

This information sharing aids Account Opening Applications and enables adherence to regulatory requirements.

### **85. Regulatory Compliance**

#### **85.1 Compliance with Applicable Laws**

Unless explicitly authorized by Applicable Laws, Rules, and Regulations, the stipulations in this Agreement do not negate our obligations under the FSC Rules or other relevant legal frameworks.

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### **85.2 Necessary Actions for Compliance**

We retain the right to take appropriate actions, at our sole discretion, to uphold compliance with the FSC Rules and other pertinent legal requirements. Your adherence to these actions is binding, and neither we nor our Associates incur liability from such actions.

### **85.3 Cooperation with Regulatory Authorities**

You explicitly acknowledge and consent that, upon reasonable written notice, you will cooperate with the Financial Services Commission (FSC) in Anguilla and other pertinent regulatory bodies concerning matters covered within this Agreement.

## **86. Tax Considerations**

### **86.1 Independent Tax Advice**

Our clients are advised that we do not provide tax-related advice on our Services. It is recommended that you consult independent financial advisors, auditors, or legal professionals to address any tax implications arising from our Services.

### **86.2 Your Tax Responsibility**

You understand that we generally do not collect taxes on behalf of authorities. You are solely accountable for managing tax implications arising from your trading activities on our Online Trading Facility.

### **86.3 Calculating and Settling Taxes**

You are exclusively responsible for calculating and settling all applicable taxes in your country of residence or related to your trading activity through our Services.

### **86.4 Deduction of Tax**

By Applicable Laws, Rules, and Regulations, we may deduct taxes from your trading activity. Such deductions may be withdrawn from your trading account, as you authorize us to do so. Withdrawals from your Account are gross amounts, and any taxes applicable may be deducted.

### **86.5 Changes in Taxation Basis**

If taxation criteria change, leading to the necessity of withholding amounts for Taxes you owe, we reserve the right to deduct such payments from your account or request reimbursement.

## **87. Protection of Intellectual Property**

### **87.1 Ownership of Intellectual Property**

Ownership rights, including copyrights, trademarks, patents, and other Intellectual Property Rights, related to our Online Trading Facility, Services, Software, and other components remain exclusively with us or our Third Party Licensors.

### **87.2 Limited Rights**

You gain no rights to our Intellectual Property Assets beyond access and use according to this Agreement or any separate agreement with our Third Party Licensors. Protection of these assets and honoring our requests to safeguard them is your responsibility.

### **87.3 Copyright and Usage Limits**

You must not remove copyright notices or misuse our Intellectual Property Assets. Sharing information derived from these assets with third parties is prohibited. Copying, altering, distributing, or exploiting these assets without permission is not allowed.

### **87.4 Compliance with Laws**

Any copies made of our Online Trading Facility must adhere to Applicable Laws, Rules, and Regulations and comply with the terms of this Agreement. All trademark, copyright, and restricted rights notices must be retained on these copies.

### **87.5 Proper Use of Trademarks**

Using our Marks is subject to the quality control standards of our Third Party Licensors. The goodwill generated through their use benefits our Third Party Licensors.

## **88. Privacy and Protection of Data**

### **88.1 Acknowledgment and Consent**

By entering into this Agreement, establishing a trading account with us, and utilizing our Online Trading Facility, you acknowledge that you will be furnishing personal data within the scope of the General Data Protection Regulation (679/2016) or any equivalent legal framework. With your consent, we will process this information to fulfill legal obligations, and contractual commitments, and manage our relationship with you. It's important to note that this might involve transmitting your data outside the European Economic Area (EEA). This processing is by our Privacy Policy as updated from time to time and detailed on our website(s).

### **88.2 Data Controller and Privacy Policy**

We act as the Data Controller under applicable Personal Data Protection Legislation. To grasp the entirety of our privacy and data protection practices, including legal bases and processing purposes for your data, please carefully review our comprehensive Privacy Policy before initiating an application to open a trading account.

### **88.3 Your Data Rights**

As per relevant Data Protection Legislation, you possess specific rights concerning the Personal Data held by us. For an in-depth understanding of these rights and how to exercise them, please refer to our Privacy Policy.

### **88.4 Collection and Use of Personal Data**

We may collect, utilize, and disclose your Personal Data for various purposes, including assessing your account application, fulfilling contractual obligations, conducting routine business activities, statistical analysis of website usage, monitoring our business operations, complying with regulations, and more. However, failure to provide requested Personal Data as required by applicable laws and regulations may impede the processing of your application or accessing our Online Trading Facility.

### **88.5 Sensitive Data**

We do not actively seek or require disclosure of special categories of Personal Data. If you choose to share such information voluntarily, we assume your consent for its processing, unless stated otherwise.

### **88.6 Data Collection Methods**

You supply most of the information we gather, primarily through electronic forms and other required documents on our Online Trading Facility. We may indirectly gather information like your IP address, software setup, operating system, and cookies to enhance your browsing experience.

### **88.7 Data Protection and Usage**

We use data security technology, including encryption and firewalls, to safeguard your information. We protect your Information by using data security technology and using tools such as firewalls and data encryption. We work hard to ensure that our Online Trading Facility is secure and that it meets industry standards.

### **88.8 Privacy Policy Updates**

Please be aware that our Privacy Policies are subject to modification. Any revisions will be included in the updated version posted on our Online Trading Facility. We will make reasonable efforts to notify you of any changes, but your continued use of our services implies your acceptance of these changes.

### **88.9 Contact Information**

For inquiries regarding our Privacy Policies, contact our Data Protection Officer at [dpo@abetglobal.com](mailto:dpo@abetglobal.com). Include your full name and account number for verification.

### **88.10 Data Transfers**

You acknowledge that your information may be transferred to service providers in various countries, potentially beyond the EEA. These transfers will comply with legal standards, ensuring the protection of your data.

### **88.11 Consent and Communication**

By submitting the Application Form, you agree to our Privacy Policy, permitting us to contact you via email, phone, or post regarding relevant products and services. This consent is valid for the period of your account and up to five years after its closure.

### **88.12 Recording and Communication**

We may record and store your communications with us for various purposes, including security, compliance, training, and improving services. These recordings remain our property and may be used as evidence when necessary.

### **88.13 Internet Risks**

Online transmissions involve inherent internet risks, and while we employ security measures, complete risk elimination is not guaranteed. Unauthorized programs, data failures, and other events may occur. Therefore, transmitted data cannot be considered entirely confidential.

## **Chapter K: Procedures for Addressing Complaints**

### **89. Handling Customer Feedback**

#### **89.1 Our Approach**

At ABET GLOBAL, we hold ourselves to the highest standards of customer service. We welcome feedback from all individuals, particularly the general public, about their experiences with us. We value both positive feedback that highlights our strengths and constructive criticism that identifies areas for improvement.

#### **89.2 Responding to Challenges**

We recognize that, like any organization, there may be instances where our service falls short of expectations. These moments present opportunities for us to rectify issues and learn from them. We actively encourage communication about such incidents.

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### **89.3 Transparent Complaint Resolution**

As part of our dedication to exceptional client service, we have established effective and transparent procedures for addressing complaints. These procedures apply to existing and potential retail clients, aligning with Applicable Laws, Rules, and/or Regulations. We maintain comprehensive records of complaints and the steps taken to resolve them.

### **89.4 Timely Reporting**

To ensure efficient handling, all complaints must be submitted in writing within three (3) Business Days from the occurrence of the triggering event. For reference, "Business Days" are defined as Monday through Friday, excluding bank holidays in Anguilla. Not complaining within this time frame implies your acceptance of prior actions taken by us.

### **89.5 Formal Complaint Process**

If you wish to file a formal complaint, you may do so by submitting a completed Complaints Form to our designated 'Complaints Officer' via email at [complaints@abetglobal.com](mailto:complaints@abetglobal.com). Please include all required attachments as outlined below.

### **89.6 Necessary Documentation**

To expedite a fair and efficient resolution, please ensure that the following information and documentation are provided to the 'Complaints Officer' as part of your formal complaint:

- Account Number/User ID
- Client's Name
- Client's Contact Details: Phone, Mobile, Email
- Client's Address
- Complaint Details: Date, Time, Involved Representatives
- Nature of Complaint
- Desired Remedies

Attach Relevant Documentation, including the initial response from the involved representative(s)

### **89.7 Acknowledgment of Receipt**

Upon receiving a formal complaint, we will promptly send a written acknowledgment within five (5) Business Days. This letter will confirm our commitment to addressing the complaint and outline the procedural steps.

### **89.8 Resolution Timeline**

We aim to resolve complaints within thirty (30) Business Days of receipt or ten (10) Business Days after your acceptance or rejection of any proposed resolution, whichever comes first.

## **Chapter L: Protection and Liability Limits**

### **90. Bearing Risk and Managing Liability**

#### **90.1 Independent Decision-Making**

When accessing and using our Online Trading Facility or engaging in any Transactions or Contracts, your decisions are entirely your own. Recognize that our Online Trading Facility does not serve as your primary basis for investment choices regarding your Accounts. You are solely accountable for any trading or investment decisions concerning products featured on our Online Trading Facility. Neither we nor our "Associates" (including directors, officers, shareholders, partners, employees, agents, service providers, legal representatives, and other Company affiliates) hold responsibility for determining the suitability, appropriateness, or advisability of any Transaction or Contract you undertake. By providing our Online Trading Facility, we and our Associates are not acting as advisors or fiduciaries for you or any authorized party.

#### **90.2 Provision of Online Trading Facility**

Our Online Trading Facilities are provided "as is." We, our Associates, and Third Party Service Providers do not offer any representation or warranties, explicit or implied, regarding (a) the availability, accuracy, or completeness of our Online Trading Facility; (b) the outcomes achievable by using our Online Trading Facility; and (c) any Third Party Content available via our Online Trading Facility. We, our Associates, and Third Party Service Providers cannot be held liable for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing, or continued availability of our Online Trading Facility. We also disclaim liability for any disruption in communication services that hinder your access to our Online Trading Facility or for any erroneous communications between us and you.

#### **90.3 Limitations on Liability**

Except for instances of negligence, breach of contract, willful default, or fraud, neither we nor our Associates shall be accountable for losses, damages, costs, or expenses incurred due to our Services or related activities. Neither we nor our Associates shall be liable for losses, damages, costs, or expenses (including instances where we decline a proposed Transaction or Contract) unless they directly stem from our or their gross

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negligence, willful default, or fraud. Under no circumstances shall we or our Associates be held liable for special or consequential damages, loss of profits, goodwill, or business opportunity, irrespective of whether such losses arise from negligence, breach of contract, misrepresentation, or other causes. Neither we nor our Associates are liable for losses that were not reasonably foreseeable when you entered into these Terms and Conditions.

#### **90.4 Clarifications on Information and Recommendations**

You acknowledge that any market information or third-party recommendations we or our Associates provide do not constitute advice to initiate any Transaction or Contract. Such information may be based on third-party opinions, possibly incomplete or unverified. We make no representations concerning the accuracy or completeness of such information. We also disclaim liability for adverse tax implications of Transactions under these Terms.

#### **90.5 Communication Challenges**

Since we lack control over signal strength, internet routing, and equipment configurations, we cannot be held responsible for communication failures, delays, or distortions during online trading.

#### **90.6 Self-Monitoring Responsibility**

You are solely responsible for monitoring and maintaining contact with us regarding open positions and instructions following the execution of any Transaction. Failure to do so may result in us being unable to reach you. We disclaim liability for any losses incurred due to such failure.

#### **90.7 Third-Party Services**

We and our Associates cannot be held liable for losses arising from acts or omissions of Agents, Introducers of Business/Affiliates, Authorized Persons, or other third parties providing services to you.

#### **90.8 Unforeseen Circumstances**

Neither we nor our Associates shall be liable for partial or non-performance of obligations due to causes beyond our control, including breakdowns, delays, or failures of facilities or acts of terrorism.

#### **90.9 Regulatory Considerations**

This Agreement does not exclude or restrict any duty or liability we may have under the regulatory system.

### **91. Warranties Excluded**

#### **91.1 Absence of Implied Assurances**

By the terms of this Agreement, we do not provide any express or implied warranties concerning our Online Trading Facility. These warranties include but are not limited to the implied warranties of merchantability, fitness for a specific purpose, or non-infringement. Our Online Trading Facilities are made available to you "as is" and "as available." Any costs or damages stemming directly or indirectly from the access or usage of our Online Trading Facility are not our liability. You are solely responsible for assessing the accuracy, completeness, and usefulness of all information, opinions, products, services, merchandise, and other data accessible through our Online Trading Facility or the broader internet. We cannot guarantee the correction of defects or inaccuracies.

#### **91.2 Lack of Guarantee**

We do not guarantee that our Online Trading Facility will cater to your needs or that it will operate continuously, without interruption, securely, or free of errors. We also make no assurance regarding the accuracy or reliability of outcomes achieved through the use of our Online Trading Facility. The quality of products, services, information, or other materials acquired through our Online Trading Facility may not meet your expectations.

### **92. Disclaimer and Liability Restriction**

#### **92.1 Personal Obligations Clarified**

Our responsibilities under this Agreement are not personal obligations of our directors, officers, shareholders, partners, members, employees, Associates, Representatives, Agents, Third Party Service Providers, or Third Party Content providers.

#### **92.2 Limits on Liability**

To the maximum extent allowed by law, we shall not be liable for consequential, incidental, special, direct, or indirect damages. Such damages encompass lost profits, trading losses, or damages arising from the use or loss of our Online Trading Facility and Third Party Content, as well as inconvenience or delays. This applies even if these damages were foreseeable or if either party was informed of their potential occurrence.

#### **92.3 Beyond-Control Exclusions**

We are not liable for losses resulting from events beyond our direct control. These include electronic or mechanical equipment failures, communication line breakdowns, unauthorized access, viruses, theft, operator errors, extreme weather, acts of God, war, insurrection, terrorism, riots, labor disputes, accidents, emergencies, or government actions.

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#### **92.4 Liability Scope and Remedy Limitation**

Our liability under this Agreement is limited to the revenues generated hereunder. Under no circumstances shall our liability exceed the total revenues generated hereunder in the six months preceding the event that triggered the claim. This is true even if advised of the potential for such damages and if the provided remedies fail to fulfill their essential purpose.

#### **93. Indemnification**

##### **93.1 Conditions for Use**

By using our Online Trading Facility, you agree to indemnify us, our Associates, Representatives, Agents, Third Party Service Providers, and Third Party Content Providers against claims, losses, liabilities, costs, and expenses resulting from any violation or breach of these Terms and Conditions.

##### **93.2 Financial Responsibility**

You are liable for Orders placed on your behalf through our Online Trading Facility, including the settlement of corresponding Transactions and Contracts.

##### **93.3 Defense and Protection**

You will defend, indemnify, and protect us, our directors, officers, shareholders, partners, members, employees, Associates, Representatives, Agents, Third Party Service Providers, and Third-Party Content providers against all liabilities, losses, damages, costs, or expenses resulting from errors in instructions given by an Authorized Person or actions taken based on instructions from an Authorized Person.

#### **94. Independent Evaluation**

##### **94.1 Agreement Understanding**

You acknowledge having read and agreed to all terms and conditions outlined in this Agreement. You have independently assessed the advantages and risks of using our Online Trading Facility and engaging in Transactions and Contracts through it. Your evaluation is based on factors beyond information contained within our Online Trading Facility or provided by us.

##### **94.2 Compliance and Representation**

You have independently evaluated the legal regulations applicable to your activities and confirm that you can participate in our Online Trading Facility and execute Transactions and Contracts through them without violating any relevant rules or laws.

\*\*For further assistance, feel free to contact us.\*\*

### **Chapter M: Default**

#### **95. Default Occurrences**

##### **95.1 Defining Event of Default**

An Event of Default will transpire upon the occurrence of any of the following events: (a) Failure to fulfill payment obligations or comply with any provision of this Agreement, continuing for one (1) Business Day after notice of non-performance; (b) Inability to provide necessary funds for Transaction delivery by the due date; (c) Failure to take or provide asset delivery on the initial due date of a Transaction; (d) Instances such as death, insolvency, or legal incapacity; (e) Initiation of proceedings for bankruptcy, reorganization, or similar relief under applicable law; (f) Involuntary proceedings initiated against you resulting in non-dismissal within five (5) Business Days; (g) Application for interim order or receiver appointment; (h) Wind-up, administration, or legal process against you; (i) Unresolved distress, execution, or other process against your property; (j) Enforceability of a mortgage or charge against you; (k) Acceleration of indebtedness or failure to discharge debts; (l) Disaffirmation of obligations under this Agreement or a Credit Support Document; (m) Breach of obligations under this Agreement or a Transaction; (n) Misleading representations or warranties; (o) Non-compliance with Credit Support Documents; (p) Expiry or cessation of Credit Support Documents; (q) False representation by a Credit Support Provider; (r) Default events related to Credit Support Providers; (s) Dissolution or removal from registration; (t) Default events involving partners; (u) Necessity to prevent legal violations; (v) Actions affecting our protection or obligations; (w) Breach of this Agreement or other agreements; (x) Event of Default under other agreements; (y) Regulatory request to close Transactions; (z) Legal obligation to do so.

#### **96. Default Remedies**

##### **96.1 Rights upon Event of Default**

Upon an Event of Default, we hold the exclusive right to, without affecting other rights under this Agreement: (a) Sell or encumber your assets; (b) Acquire assets to fulfill obligations; (c) Modify or terminate Transac-

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tions; (d) Request immediate Transaction closure; (e) Engage in foreign exchange transactions; (f) Adjust Account balances; (g) Pay the fair market value of credited investments; (h) Take necessary actions, including blocking access, revoking Access Codes, or terminating Accounts.

#### **96.2 Authorization and Compliance**

You permit us to exercise these measures without prior notice. You acknowledge that we are not liable for the consequences unless gross negligence is proven. You agree to execute the necessary documents to protect our rights.

#### **96.3 Sale of Securities**

Upon selling your Securities under this clause, we will apply the proceeds to your obligations, without notice or liability.

#### **96.4 Consolidation and Off-Setting**

In addition, we may consolidate your Accounts and offset obligations at our discretion, without notice.

#### **96.5 Supplementation of Rights**

These rights supplement other rights we possess under this Agreement.

#### **96.6 Termination and Liquidation**

Upon termination and liquidation under this clause, we may also exercise these rights for other outstanding transactions.

*\*\*If you require further assistance, please let us know.\*\**

## **Chapter N: Termination of Client Relationship and Liquidation of Accounts**

### **97. Ending the Client Relationship**

#### **97.1 Termination at Will**

This Agreement's client relationship, subject to other provisions, particularly those relating to Events of Default, remains in effect until either Party decides to terminate it.

#### **97.2 Mutual Termination**

Either Party can terminate this Agreement and our relationship by providing a seven (7) calendar days' written notice, unless Applicable Laws, Rules, and/or Regulations demand otherwise.

#### **97.3 Immediate Termination**

We reserve the right to instantly terminate this Agreement if you breach its terms or in the event of an Event of Default, except in cases of Force Majeure.

#### **97.4 Inactivity Termination**

We will terminate this Agreement if your accounts remain inactive for twelve (12) consecutive months.

### **98. Outcomes of Ending the Client Relationship**

#### **98.1 Immediate Payment Obligations**

Upon termination, all amounts owed to us, including outstanding fees, charges, commissions, termination-related expenses, and any losses or expenses from closing Transactions or Contracts, become due.

#### **98.2 Pending Transactions and Contracts**

Termination won't disrupt ongoing Transactions and Contracts. Both parties will remain bound by these Terms and Conditions for these engagements. Before transferring any credit balances, we may deduct amounts owed, and we can postpone transferring until all Transactions and Contracts conclude. You might be required to cover transfer charges.

#### **98.3 Continued Rights and Obligations**

Termination won't nullify existing rights and obligations, particularly those related to indemnities, liability limits, governing law, and miscellaneous clauses. These will continue to govern until all obligations are fulfilled.

#### **98.4 Fraud-Related Termination**

In cases of your involvement, direct or indirect, in any fraudulent activity, we retain the right to, at our discretion and without affecting other rights under this Agreement, reverse prior Transactions and Contracts that could jeopardize our interests or those of our clients.

*\*\*For further assistance, feel free to contact us.\*\**

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## Chapter O: Miscellaneous Clauses

### 99. Transfer of Rights

#### 99.1 Binding on Parties and Successors

The stipulations, requirements, and commitments within this Agreement shall hold significance for and bind the Parties, as well as their respective associates, successors, and assignees.

#### 99.2 Right to Assignment

We possess the entitlement to transfer our rights and advantages conferred by this Agreement to any Associate or subsidiary within our corporate group, without necessitating prior consent.

#### 99.3 Restriction on Transfer

You cannot transfer this Agreement or assign any interest or obligation within it without our written approval. Any transfer without consent will be deemed null and void.

#### 99.4 Post-Transfer Responsibility

After obtaining consent for transferring any interest or obligation under this Agreement, you shall maintain joint and several responsibilities for ensuring the transferee's adherence to the Agreement's obligations.

### 100. Punctuality

#### 100.1 Adherence to Timelines

All your obligations outlined in this Agreement, including those related to Transactions and Contracts, must be fulfilled within the specified timeframes.

### 101. Communication Notices

#### 101.1 Ensuring Communication

You are responsible for maintaining open lines of communication with us via telephone, fax, or email.

#### 101.2 Written Communication

Except as specifically mentioned otherwise, all notices, declarations, demands, requests, and communications required by this Agreement shall be in written form. These forms of communication will be effective when sent through the specified channels.

### 102. Legal Jurisdiction

#### 102.1 Anguilla Jurisdiction

This Agreement is governed by and construed by Anguillan Laws. Disputes arising from or related to this Agreement shall be settled exclusively within the Anguillaan courts.

#### 102.2 Cross-Jurisdictional Actions

This clause does not limit our right to initiate legal proceedings against you or any Trader in other competent jurisdictions. Our ability to pursue action in multiple jurisdictions is maintained, as permitted by applicable laws.

### 103. Language Dominance

#### 103.1 English Language Prevails

This Agreement and associated documents shall be written and interpreted in English. In the event of a conflict in translation, the English version shall prevail.

### 104. Force Majeure

#### 104.1 Beyond Control

We shall not be liable for any losses or damages caused by a Force Majeure Event, which includes circumstances beyond our reasonable control.

#### 104.2 Notification

In the event of a Force Majeure Event, we will inform you promptly, taking necessary actions in line with our discretion.

### 105. Waiver of Rights

#### 105.1 Non-Waiver Clause

Failure to exercise a right or remedy under this Agreement does not constitute a waiver. Partial exercise of rights does not exclude future exercise of those or other rights.

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## **106. Cumulative Remedies**

### **106.1 Concurrent Remedies**

All remedies for breach of this Agreement are cumulative, and their exercise can be simultaneous or separate, without precluding other available remedies.

## **107. Compliance with Regulations**

### **107.1 Regulatory Compliance**

Except as specified in Applicable Laws, Rules, and Regulations, this Agreement does not negate our obligations under FSC Rules or other relevant regulations.

### **107.2 Necessary Actions**

We can take necessary actions to ensure compliance with FSC Rules and applicable regulations, as deemed appropriate in our discretion.

## **108. Exclusion of Third-Party Rights**

### **108.1 Limited Beneficiaries**

This Agreement benefits only the Parties, their successors, and permitted assigns. Others cannot claim rights or obligations based on this Agreement.

### **108.2 Intended Third Parties**

Affiliates of the Parties may be intended third-party beneficiaries, subject to the terms herein, and should fulfill obligations as such.

## **109. Independent Parties**

### **109.1 Non-Partnership Clause**

This Agreement and the services provided do not create a joint venture or partnership. You are an independent third party, and we're not partners or agents.

### **109.2 No Binding Agreement**

You cannot bind us to any agreement or contract. You are solely responsible for taxes, withholdings, and obligations.

## **110. Counterparts**

### **110.1 Multiple Executions**

This Agreement may be executed in numerous counterparts. Each counterpart is an original, collectively constituting one document.

## **111. Survival of Provisions**

### **111.1 Continuing Provisions**

Certain provisions, including representations, confidentiality, liabilities, and specified chapters, survive termination or expiration of this Agreement.

\*\*Please let us know if you need any further assistance.\*\*

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