



CLIENT AGREEMENT

Base Markets

An Investment Dealer (Full-Service Dealer Excluding Underwriting) and Global Business Company Licensed by the Financial Services Commission

License No: GB25204723
Company No: 223521 /GBC
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1. Introduction and Scope

- 1.1. Trading leveraged derivative products such as CFDs and Margin FX Contracts involves significant risks. You may lose more than your initial investment, and trading is not suitable for all clients. Key risks include leverage magnifying losses, market volatility, inability to control execution prices, lack of ownership of underlying assets, and the possibility of margin close-out without prior notice. You should only trade if you fully understand the products and risks, and you should seek independent advice if necessary.
- 1.2. This Client Agreement (the “Agreement”) is entered into between Base Markets, a company incorporated under the laws of the Republic of Mauritius with the company number 223521/GBC, regulated by the Financial Services Commission of Mauritius (“FSC”) under the Financial Services Act 2007, and holding an Investment Dealer (Full Service Dealer, excluding Underwriting) Licence, licence number GB25204723 (the “Company”, “we”, “us”, “our”), and the person or entity applying for or maintaining an account with us (the “Client”, “you”, “your”). The Company’s registered office is located at C/O Credentia International Management Ltd, The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201 Ebène, Republic of Mauritius.
- 1.3. This Agreement governs all accounts, services, and transactions provided by the Company, whether now or in the future. This includes, without limitation, trading in Contracts for Differences (CFDs) and Margin Foreign Exchange (FX) Contracts, as well as any other instruments or services the Company may make available on its trading platforms from time to time.
- 1.4. This Agreement should be read together with the Company’s Legal Documents, which form part of the Agreement and together constitute the full contractual framework between the Company and the Client. These include, but are not limited to, the Risk Disclosure, Conflicts of Interest Policy, Complaints Handling Policy, and Privacy Policy. These documents are available on our Website and may be updated from time to time. In the

event of any inconsistency between this Agreement and the Legal Documents, the terms of this Agreement shall prevail unless otherwise expressly stated.

- 1.5. By applying for, opening, or continuing to operate an account with us, or by otherwise using our services, you acknowledge that you have read, understood, and agreed to be bound by this Agreement, together with any schedules, appendices, policies, or notices that we may issue and amend from time to time.
- 1.6. This Agreement becomes legally binding and effective upon your acceptance of these terms through our account opening process, or upon you commencing to use our services, whichever occurs first.

2. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set out below. Words importing the singular shall include the plural and vice versa. References to one gender include all genders. Headings are for convenience only and shall not affect interpretation.

Abnormal Market Conditions means circumstances of low liquidity, high volatility, fast market movements, price gaps, suspension of trading, or any other extraordinary market situation which may lead to widened spreads, delayed pricing, partial fills, rejections of orders, or inability to execute orders at expected prices.

Abusive Trading means any trading activity, behaviour, or strategy undertaken with the purpose of manipulating prices, exploiting latency, engaging in scalping outside permitted parameters, using third-party software to distort execution, or otherwise gaining unfair advantage to the detriment of the Company or other clients.

Access Data means the Client’s personal login details, including usernames, passwords, account numbers,



and any other secure credentials required to access the Trading Platform, Client Dashboard, or other services provided by the Company.

Account means a trading account opened by the Client with the Company for the purpose of trading CFDs and other financial instruments, including all sub-accounts maintained under the Client's profile.

Adjustments means any changes applied by the Company to reflect corporate actions or market events, including but not limited to dividends, stock splits, rights issues, mergers, index rebalancing, or other adjustments deemed necessary for fair pricing of CFDs.

Affiliate means any person or entity engaged by the Company to refer or introduce clients, whether by agreement, partnership, or marketing arrangement.

Agreement means this Client Agreement, together with the Legal Documents, as amended from time to time.

Applicable Law means the laws of the Republic of Mauritius.

Applicable Regulations means the rules, directives, circulars, and guidance of the Financial Services Commission of Mauritius and any other regulatory body to which the Company is subject.

Application Form means the application or registration form completed by the Client in order to open an Account with the Company.

Arbitrage means any trading strategy designed to exploit pricing differences or delays between the Company's prices and external market prices, including latency arbitrage or other manipulative techniques.

Authorised Person means any individual validly authorised by the Client to give instructions or act on

the Client's behalf in relation to the Account, subject to the Company's approval and due diligence requirements.

Balance means the cash balance on the Client's Account after all deposits, withdrawals, realised profits and losses, and charges have been applied.

Breach means any failure by the Client to comply with the terms of this Agreement, the Legal Documents, or Applicable Regulations.

Business Day means any day other than Saturday, Sunday, or public holiday in Mauritius on which banks are open for business.

Business Introducer, Introducing Broker, or IB means any person or entity engaged by the Company to introduce clients pursuant to a separate agreement with the Company.

CFD or Contract for Difference means a contract entered into between the Client and the Company, the value of which is derived from the price movement of an underlying financial instrument without ownership of that instrument.

Charges means any fees, commissions, financing charges, or other costs applied by the Company in relation to the Client's Account or transactions.

Clearly Erroneous Order means an order or transaction executed at a price or in circumstances that the Company, acting reasonably, determines to be manifestly incorrect or inconsistent with prevailing market conditions.

Client means any natural or legal person who has applied for, opened, and maintains an Account with the Company.

Client Assets means the financial instruments and other assets belonging to the Client which are held by the Company on the Client's behalf.



Client Money means funds belonging to the Client which are received and held by the Company in accordance with Applicable Regulations.

Close-Out means the closure of an open position in whole or in part, whether initiated by the Client or by the Company under this Agreement.

Complaints Handling Procedures means the Company's procedures for dealing with Client complaints, as published on the Website and amended from time to time.

Conflicts of Interest means any situation in which the interests of the Company, its staff, or its affiliates may compete with, or otherwise be contrary to, the interests of the Client.

Confirmation means a notice provided by the Company confirming the execution of an order or transaction on behalf of the Client.

Contract means any CFD or other financial instrument entered into between the Client and the Company under this Agreement.

Contract Specifications means the detailed terms of each financial instrument offered by the Company, including trading hours, margin requirements, and applicable charges, as published on the Website.

Corporate Action means any event initiated by an issuer or affecting an underlying instrument, including but not limited to dividends, stock splits, consolidations, rights issues, mergers, takeovers, and index rebalancing.

Data Protection means all applicable legislation, regulations, and standards governing the processing and protection of personal data, including the Mauritius Data Protection Act 2017.

Default means any event of default described in this Agreement, including failure to meet margin requirements or other obligations.

Electronic Signature means any electronic sound, symbol, or process attached to or associated with a contract, record, or communication which is adopted with the intent to sign or authenticate it.

Electronic Communications means any communication between the Company and the Client by electronic means, including but not limited to email, Website, Client Dashboard, Trading Platform, and electronic reports.

Equity means the Client's Account balance plus or minus any unrealised profits or losses from open positions.

FATCA/CRS means the Foreign Account Tax Compliance Act (FATCA) of the United States and the OECD Common Reporting Standard (CRS), including any related regulations, directives, or reporting obligations.

Force Majeure Event means any event beyond the reasonable control of the Company which prevents or delays performance of its obligations, including but not limited to natural disasters, war, terrorism, labour disputes, power failures, system failures, or acts of government.

Inactive Account means any Account with no trading activity for a period specified by the Company, which may be subject to charges as published on the Website.

Intellectual Property means all intellectual property rights of the Company, including but not limited to copyrights, trademarks, trade names, logos, software, databases, and Website content.

Legal Documents means the Company's Risk Disclosure, Conflicts of Interest Policy, Complaints



Handling Policy, Privacy Policy, and any other document designated as such by the Company from time to time.

Loss means any financial loss, cost, claim, damage, or expense incurred by the Client in connection with this Agreement.

Margin means the funds required to open or maintain a position, expressed as a percentage of the notional value of the position.

Margin Call means a demand by the Company that the Client deposits additional funds or reduces exposure in order to meet margin requirements.

Margin Level means the ratio of Equity to Margin, expressed as a percentage.

Market Abuse means behaviour amounting to insider dealing, unlawful disclosure of inside information, or market manipulation as defined by Applicable Regulations.

Notices means any formal communication given under this Agreement in accordance with its terms, whether by electronic or other means.

Order means any instruction to open, close, or amend a position, including but not limited to Market Orders, Limit Orders, Stop Orders, and other order types supported by the Company.

Order Execution Policy means the Company's policy on order handling and execution, as published on its Website and amended from time to time.

Platform or Trading Platform means the electronic system provided by the Company for placing Orders, monitoring positions, and accessing Account information.

Position means an exposure in a financial instrument created by opening a Transaction, whether long or short.

Price Gap means a situation where the market price of an instrument moves from one level to another without trading at intermediate levels, often resulting from significant news or events.

Profit means any realised financial gain arising from transactions on the Client's Account.

Quote means the bid and ask price provided by the Company for a financial instrument.

Representations and Warranties means the statements and assurances made by the Client under this Agreement.

Risk Disclosure means the Company's disclosure of the risks associated with trading CFDs and other financial instruments, as published on its Website.

Severability means that if any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Settlement means the finalisation of a transaction in accordance with its terms, including the payment of profits or losses and the adjustment of Accounts.

Slippage means the execution of an order at a price different from the requested price due to market volatility, liquidity constraints, or delays in transmission.

Stop-Out means the automatic closure of positions by the Company when the Margin Level falls below the stop-out level specified by the Company.

Taxes means any taxes, levies, duties, or charges imposed by any authority in connection with the Client's transactions or Account.



Termination means the ending of this Agreement in accordance with its provisions.

Transaction means any trade, contract, or other dealing entered into between the Client and the Company under this Agreement.

Waiver means the express or implied waiver of any right under this Agreement, which shall not operate as a waiver of any other right.

Website means the Company's official website as published from time to time.

3. Services Provided

3.1. The Company provides services to the Client in relation to accounts, transactions, and financial instruments made available by the Company from time to time, including but not limited to Contracts for Differences (CFDs) and Margin Foreign Exchange (FX) Contracts. This Agreement governs all such services, whether now or in the future, and applies to any trading platform or channel through which the Client accesses the Company's services.

3.2. All services are provided strictly on an execution-only basis. The Company does not provide investment, tax, legal, or financial advice, nor does it provide portfolio management or discretionary account services. Any decision to enter into a transaction rests entirely with the Client.

3.3. Any market commentary, research, educational material, or other information provided by the Company is offered solely for general informational purposes. Such material does not constitute advice or a recommendation to enter into any transaction, and the Company does not warrant its accuracy, completeness, or timeliness. The Client acknowledges that any reliance on such information is at their own risk.

3.4. The Company may, in its sole discretion, refuse to accept instructions, suspend or restrict services, cancel or amend transactions, or decline to open or maintain an Account where it considers it necessary or appropriate to do so, including without limitation where required by Applicable Regulations, for reasons of market integrity, prevention of abusive trading, anti-money laundering compliance, or operational risk.

3.5. The Client acknowledges that the Company may add, modify, or withdraw the services, instruments, or platforms it offers from time to time, and that the Company shall not be liable for any loss or cost arising from such changes.

4. Appropriateness and Suitability

4.1. The Company may request information from the Client regarding their knowledge and experience in relation to trading CFDs, Margin FX Contracts, and other financial instruments offered by the Company. This information is requested solely to enable the Company to assess whether the services and products are appropriate for the Client in accordance with Applicable Regulations.

4.2. Where the Company considers, on the basis of the information provided, that a product or service may not be appropriate, the Client will be notified. Notwithstanding such notification, the Client may proceed to open and maintain an Account and enter into transactions at their own discretion and risk. The Client acknowledges that the final decision as to whether to trade rests entirely with them.

4.3. The Client further acknowledges and accepts that the Company will not conduct an assessment of suitability. The Company does not consider the Client's personal circumstances, financial situation, or investment objectives, and does not



provide investment advice, portfolio management, or discretionary services.

4.4. The Company is under no obligation to reassess appropriateness on an ongoing basis and will only reassess where materially required under Applicable Regulations or if the Client provides updated information that could reasonably affect the initial assessment.

4.5. By entering into this Agreement, the Client confirms that they have chosen to open and maintain an Account, with or without any appropriateness assessment by the Company, and that they accept full responsibility for their decision to trade.

5. Accounts

5.1. An Account will only be opened once the Client has completed the Company's account opening process, provided all required documentation, and the Company has approved the application in accordance with its onboarding and anti-money laundering procedures. The Company reserves the right to refuse any application at its sole discretion.

5.2. The Client is responsible at all times for the accuracy and completeness of the information provided during the account opening process, and must promptly notify the Company of any material changes to that information.

5.3. The Client is solely responsible for monitoring the status of their Account, including balances, positions, margin requirements, and any communications or notices from the Company. The Company shall not be responsible for any loss or liability arising from the Client's failure to monitor and manage their Account.

5.4. An Account may be classified as an Inactive Account where no trading activity has occurred

for a period determined by the Company and published on its Website. Inactive Accounts may be subject to inactivity fees or closure after prior notice to the Client.

5.5. The Company may, in accordance with the provisions of this Agreement, close an Account at its sole discretion, including but not limited to the circumstances described under Section 17. Default and Termination.

6. Instructions and Orders

6.1. Instructions to trade may only be submitted through the Company's Trading Platform, unless otherwise permitted by the Company in exceptional circumstances. In such cases, the Company may accept instructions by telephone or live chat.

6.2. The Company may, at its sole discretion, refuse, cancel, or amend any order where it reasonably considers that the order is unlawful, invalid, abusive, outside market parameters, breaches margin or credit requirements, is contrary to Applicable Regulations, or may adversely affect market integrity. The Company shall not be liable for any loss or cost arising from the exercise of this discretion.

6.3. If a transaction is executed based on a pricing or execution error, we may amend, void, or adjust the transaction in good faith to reflect fair market value.

6.4. Once an order has been submitted and accepted by the Company, it is binding on the Client and cannot be revoked, except where the Trading Platform expressly permits cancellation or amendment prior to execution.

6.5. Orders may include Market Orders, Limit Orders, and Stop Loss Orders. Orders may be designated as Day Orders, which expire at 22:00 GMT, or



Good-Till-Cancelled Orders. Confirmation notices issued by us will be binding unless disputed in writing within three business days.

- 6.6. The Client is responsible for the accuracy of all instructions submitted. The Company shall not be liable for errors, duplication, delays, or unauthorised instructions resulting from the Client's actions or third-party access to the Client's Access Data, except in cases of fraud, wilful default, or gross negligence by the Company.
- 6.7. The Client acknowledges that instructions may not be received or executed during system outages, communication failures, or other technical disruptions. In such circumstances, the Client remains responsible for managing their Account and open positions.

7. Pricing and Execution

- 7.1. All transactions shall be executed at the prices quoted by the Company through its Trading Platform. Such prices are derived from the Company's liquidity providers and market sources, but may differ from prices quoted in the underlying market or by other brokers. The Client acknowledges that the Company's prices form the basis of all transactions entered into under this Agreement and that such prices are final once execution has occurred.
- 7.2. The Company provides execution-only services. Orders are executed at the Company's quoted prices, subject to prevailing market conditions, available liquidity, and the type of order submitted. The Company may, at its sole discretion, refuse to execute or may cancel any order that is invalid, abusive, outside market parameters, breaches margin or credit requirements, violates Applicable Regulations, or may adversely affect market integrity.

- 7.3. The Client accepts that where there is insufficient liquidity to execute an order in full, the Company may execute the order partially, and the Client agrees that such partial execution shall be valid and binding. The Client further acknowledges and accepts that orders may be executed at a price different from the requested price due to slippage arising from market volatility, liquidity constraints, or delays in transmission. Slippage may operate to the Client's advantage or disadvantage and is an inherent feature of trading. Orders may also be affected by price gaps, where the market moves from one level to another without trading at intermediate prices, resulting in execution at the next available price, which may be significantly different from the Client's requested level.
- 7.4. In conditions of Abnormal Market Conditions, as defined in this Agreement, the Company may widen spreads, delay or reject execution, impose limits on order size or type, provide only partial fills, or otherwise adjust its execution arrangements as reasonably necessary to preserve orderly trading and market integrity. The Company may, acting reasonably, correct or void transactions which it determines to have been executed at clearly erroneous prices or otherwise inconsistent with market conditions.
- 7.5. The Company shall not be liable for any loss, cost, or expense arising from slippage, price gaps, partial fills, abnormal market conditions, or any other factor affecting execution outside its reasonable control.

8. Margin, Leverage, and Close-Out

- 8.1. The Client is required to provide and maintain margin as specified by the Company in the Contract Specifications or on the Company's Website. Margin requirements may vary by instrument, account type, or market conditions, and the Company may amend margin requirements.



8.2. Leverage is provided by the Company at ratios determined in its sole discretion and may differ across instruments and accounts. The Company may increase or decrease leverage, or impose special margin requirements, at any time, including but not limited to periods of high volatility, reduced liquidity, abnormal market conditions, or prior to significant market events, weekends, or holidays. The Client acknowledges that leverage is provided at the Company's discretion and is not guaranteed. While the Company will endeavour to provide prior notice of changes, it is not obliged to do so and such changes may take immediate effect.

8.3. The Client is solely responsible for monitoring their Account, margin utilisation, and margin level at all times. The Company has no obligation to issue a margin call before taking action to protect its interests. If the margin level falls below the threshold specified by the Company, the Company may in its discretion require the Client to deposit additional funds immediately, reduce exposure, or close positions. We are not obliged to issue a margin call before closing positions, all margin information will be made available within the client terminal.

8.4. The Client acknowledges that if the margin level falls below the stop-out level specified by the Company, the Company is entitled, without notice, to close some or all open positions. The Company may select which positions to close and in what order, at its absolute discretion.

8.5. The Company may, at its discretion, increase margin requirements, reduce leverage, or take other protective measures as it deems necessary in abnormal market conditions, including but not limited to widening spreads, limiting order size, or restricting new positions.

8.6. The Client is liable for all obligations arising from their trading, including any deficit or negative balance on their Account. The Company may, at its discretion, apply negative balance protection to retail clients, but such protection is not guaranteed. Unless expressly confirmed in writing by the Company, the Client remains fully responsible for any negative balance and must promptly reimburse the Company.

9. Deposits, Withdrawals, and Payments

9.1. All deposits and withdrawals must be made using the methods accepted by the Company from time to time, as published on the Company's Website. The Company reserves the right to change the accepted payment methods at its discretion. The Client may only deposit and withdraw funds to and from an Account in their own name, and payments to or from third parties will not be accepted.

9.2. The Company will endeavour to process deposits and withdrawals promptly but does not guarantee same-day value or execution within a specified timeframe. The Client acknowledges that delays may occur due to payment system providers, banks, market conditions, or regulatory checks, and that the Company is not liable for any such delays.

9.3. All bank charges, payment system fees, FX conversion costs, or other transaction-related expenses are borne by the Client unless expressly waived by the Company at its discretion. A waiver granted on one occasion shall not be deemed a permanent waiver for future transactions. Deposits made in a currency other than the Account's base currency may be converted into the base currency at the rates applied by the Company or its payment service providers, and the Client accepts any associated conversion costs.



9.4. The Company may refuse, delay, or withhold processing of deposits or withdrawals where it reasonably believes it is necessary to comply with Applicable Regulations, anti-money laundering and counter-terrorist financing laws, fraud prevention, chargeback protection, or other legal and operational requirements.

9.5. Funds are credited to an Account only once they have been received by the Company in full and in cleared funds. If funds are reversed, recalled, or not actually received in full, the Company may reverse any related credit and the Client shall remain liable for any resulting deficit.

9.6. The Client must ensure that sufficient cleared funds are available in their Account before placing trades. If adequate funds are not received, the Company shall have no obligation to allow trading or to settle any transactions, and no liability shall arise to the Client.

10. Charges, Commissions, and Financing

10.1. The Client shall pay all charges, commissions, financing costs, and any other fees applicable to their Account or transactions, as published by the Company on its Website or in the Contract Specifications. Such charges are subject to change at the Company's sole discretion, and may be introduced, varied, or withdrawn at any time without prior notice.

10.2. The charges applicable to the Client may include, without limitation, spreads, dealing commissions, overnight financing or swap charges, account maintenance or inactivity fees, withdrawal fees, and any charges applied in connection with corporate actions, adjustments, or other market events. The Client acknowledges that these charges may affect the profitability of their transactions and agrees to review the Company's Website regularly for current information.

10.3. Financing charges or swaps are applied daily to positions held overnight, and may be positive or negative depending on the direction of the Client's position and the applicable rates. Financing costs are calculated at the rates determined by the Company, which may vary by instrument and market conditions, and may be changed by the Company at any time without notice. Financing adjustments may also occur on certain days to reflect market conventions, including but not limited to multiple-day charges applied before weekends or holidays.

10.4. The Company may, at its discretion, waive or reduce charges in whole or in part. Any such waiver or reduction granted in respect of a particular transaction or Account shall not be deemed a precedent or create an obligation for the Company to apply the same treatment in future.

10.5. The Client is responsible for all bank charges, payment system fees, currency conversion costs, taxes, duties, or other third-party charges associated with deposits, withdrawals, or transactions, in addition to the Company's own charges. Such costs shall be borne solely by the Client.

10.6. If the Client fails to meet any payment obligation under this Agreement, the Company may charge interest on the overdue amount at a rate determined by the Company, accruing daily until full payment is made. The Client shall also reimburse the Company for all reasonable costs, expenses, and legal fees incurred in recovering such amounts.

10.7. Default interest on overdue amounts will be charged at central bank base rate + 3% per day until payment.

11. Client Money and Safeguarding



11.1. Funds received from the Client will be treated as Client Money in accordance with Applicable Regulations. Such funds are held in segregated bank accounts, separate from the Company's own funds. Funds may be pooled together with the funds of other clients in omnibus accounts and may be used for meeting obligations related to the Client's trading activity.

11.2. The Company may deduct from Client Money any fees, commissions, charges, or taxes payable by the Client under this Agreement. Client Money may also be applied to cover financing costs, settlement of transactions, and obligations to liquidity providers or counterparties arising from the Client's trading activity.

11.3. Client Money may be deposited with banks or payment service providers selected by the Company. While the Company exercises due care in selecting such institutions, it shall not be responsible for any loss resulting from their default, insolvency, or failure.

11.4. The Client shall not be entitled to any interest on Client Money, and any interest earned shall accrue to the Company. Where an Account shows a negative balance, the Company may apply Client Money to cover such deficit, and the Client remains liable for any outstanding obligation.

12. Conflicts of Interest

12.1. Conflicts of interest may arise in the course of the Company providing services to the Client, including situations where the interests of the Company, its directors, employees, or affiliates may conflict with those of the Client.

12.2. The Client acknowledges that the Company may act as principal or counterparty to the Client's transactions, may provide services to other clients whose interests may compete with the Client's, and may receive fees or other benefits from third

parties in connection with the Client's transactions. These circumstances may give rise to conflicts of interest.

12.3. The Company maintains a Conflicts of Interest Policy which sets out how such conflicts are identified, managed, and mitigated to ensure fair treatment of clients. The Conflicts of Interest Policy is published on the Company's Website and forms part of this Agreement.

12.4. By entering into this Agreement, the Client acknowledges and accepts that conflicts of interest may arise and agrees that the Company's Conflicts of Interest Policy provides an adequate framework for their management.

13. Communications and Reporting

13.1. The Company may communicate with the Client through the Trading Platform, Client Dashboard, Website, email, or telephone. Any notice or communication sent by email or posted on the Company's Website shall be deemed delivered and received by the Client at the time of transmission or publication.

13.2. The Client is responsible for ensuring that their contact details are accurate and up to date at all times. The Company shall not be liable for any loss or delay arising from the Client's failure to maintain current and accurate information.

13.3. Confirmations of transactions, account statements, and reports will be provided to the Client via the Trading Platform, Client Dashboard, Website, or email. Such documents shall be deemed correct, conclusive, and binding on the Client unless the Client notifies the Company of any error or objection within twenty-four (24) hours of receipt or availability. Failure to do so shall constitute acceptance by the Client.



13.4. The Company's records, including transaction logs, communications, and order books, shall constitute conclusive evidence of all instructions, orders, and communications between the Client and the Company, unless the Client can demonstrate manifest error.

13.5. All communications and this Agreement shall be in the English language. In the event of any discrepancy between versions in different languages, the English version shall prevail.

14. Trading Platform and Technology Risks

14.1. The Client acknowledges that the use of electronic trading platforms and communication systems carries inherent risks. These risks include, without limitation, failures of hardware, software, and internet connectivity; system errors or malfunctions; server downtime or overload; delays in transmission; data corruption or loss; cyber incidents; and other technical failures beyond the Company's reasonable control.

14.2. The Company does not guarantee continuous, uninterrupted, or error-free access to its Trading Platform or related systems. The Client accepts that temporary outages or restrictions may occur and that such events may prevent or delay order submission, execution, confirmation, or reporting.

14.3. The Client is responsible for ensuring that their own equipment, internet connection, and software are adequate and secure for accessing the Company's services. The Client must maintain appropriate firewalls, anti-virus protection, and other safeguards, and acknowledges that failures of their own systems or connections shall not relieve them of their obligations under this Agreement.

14.4. Where the Trading Platform is unavailable, the Client may contact the Company's dealing desk by telephone to close orders.

14.5. Orders that are executed or displayed during a system error, malfunction, or outage may not reflect actual market prices. The Company reserves the right, acting reasonably, to adjust, correct, or void such transactions.

14.6. The Company shall not be liable for any loss, cost, or damage arising from system failures, connectivity problems, outages, delays, or errors caused by third-party systems, data providers, or telecommunications networks, unless such loss results directly from the Company's fraud, wilful default, or gross negligence.

15. Market Conduct and Prohibited Practices

15.1. The Client must act honestly, fairly, and in accordance with this Agreement and Applicable Regulations when accessing and using the Company's services. The Client must not engage in any form of abusive trading, market abuse, or other prohibited conduct.

15.2. Abusive trading includes, but is not limited to, arbitrage strategies that exploit latency or price differences, scalping outside the parameters permitted by the Company, collusive or coordinated trading across multiple accounts, and the use of automated systems, bots, or software that manipulate or overload the Company's systems. The Client is also prohibited from taking advantage of manifest errors, misquotes, or technical malfunctions in the Trading Platform.

15.3. Market abuse includes insider dealing, unlawful disclosure of inside information, and any attempt to manipulate the market or otherwise act in a way that contravenes Applicable Regulations.

15.4. If the Client engages in any prohibited practice, the Company may, at its absolute discretion and without prior notice, cancel, void, or amend any affected transactions, withhold or reverse any



profits, bonuses, or withdrawals resulting from such conduct, suspend, restrict, or permanently close the Client's Account, and recover from the Client any losses, damages, costs, or expenses incurred by the Company as a result. The Client acknowledges and accepts that the Company has the right to determine, acting reasonably, whether particular trading conduct amounts to abusive trading or prohibited practices, and that the Company's records and systems shall constitute conclusive evidence for this purpose.

15.5 You represent and warrant that you will not engage in insider trading, market manipulation, abusive trading strategies (including latency arbitrage, software exploitation, or time manipulation), or conduct that breaches Applicable Law. By entering into this Agreement, the Client undertakes not to engage in any abusive trading, market abuse, or other prohibited conduct and accepts that the Company may exercise its rights under this Agreement to protect itself and other clients from such practices.

16. Corporate Actions and Adjustments

16.1. Where an underlying financial instrument is subject to a corporate action or other event, including but not limited to dividends, stock splits, consolidations, rights issues, mergers, takeovers, or index rebalancing, the Company may make such adjustments to the Client's Account or open positions as it reasonably determines to be necessary or appropriate.

16.2. In the case of dividends, the Company may credit the Client's Account with a cash adjustment if the Client holds a long position, or debit the Account if the Client holds a short position, in accordance with market practice. Adjustments may also be made in respect of other cash distributions or similar events. These adjustments may be made to accounts with tax withheld where required to or market convention dictates this as normal practice.

16.3. Adjustments may take the form of cash credits or debits, amendments to the size, value, or margin of open positions, changes to Contract Specifications, or the closure of positions where necessary. The Client acknowledges that such adjustments are intended to reflect the economic effect of the underlying event and accepts that the Company has broad discretion in determining the form, extent, and timing of any adjustment.

16.4. The Company's determination of any adjustment in connection with a corporate action or other relevant event shall be final and binding on the Client, in the absence of manifest error.

16.5. In the event of a Takeovers we may suspend, close, or adjust positions to reflect the terms of the takeover. You acknowledge we may act on your behalf if necessary.

16.6. For any CFD held on individual stocks, equities or other assets where the underlying product contains voting rights you will not acquire voting or shareholder rights in any underlying asset.

17. Default and Termination

17.1. A Client shall be deemed in default if any of the following occurs: failure to meet margin requirements or other financial obligations under this Agreement; breach of any provision of this Agreement or the Legal Documents; provision of false, misleading, or incomplete information; insolvency, bankruptcy, or analogous proceedings; death or incapacity in the case of an individual; or if the Company reasonably suspects fraud, money laundering, terrorist financing, or other unlawful conduct.

17.2. Upon default, the Company may, without prior notice, close or liquidate any or all open positions, suspend or restrict the Client's Account, apply any Client Money to discharge the Client's obligations,



refuse new orders, and terminate this Agreement. The Company shall not be liable for any loss arising from the exercise of such rights.

17.3. The Client may terminate this Agreement at any time by providing written notice to the Company, provided that all open positions have been closed, all amounts owed have been paid, and any remaining Client Money has been withdrawn in accordance with this Agreement.

17.4. The Company may terminate this Agreement at any time by giving written notice to the Client of not less than seven (7) working days where termination is without cause, provided all open positions have been closed, all amounts owed have been paid, and any remaining Client Money has been paid to the Client. Termination shall be immediate and without prior notice where the Client is in default, in accordance with clause 17.2 of this Agreement.

17.5. Termination of this Agreement shall not affect any rights or obligations accrued prior to the date of termination. All outstanding fees, charges, and liabilities of the Client shall remain payable, and the Company may deduct such amounts from Client Money. The provisions of this Agreement relating to liability, indemnity, governing law, dispute resolution, and any other provisions intended to survive termination shall remain in full force and effect.

17.6. Events of Default include failure to meet margin requirements, insolvency, misleading information, breach of law/regulation, breach of warranties, or regulatory direction. Upon an Event of Default, we may close-out positions, withhold funds, merge accounts, or terminate the Agreement immediately.

18. Liability and Indemnity

18.1. The Company shall not be liable to the Client for any indirect, incidental, special, or consequential loss or damage, including loss of profits, revenue, business, opportunity, or anticipated savings, whether arising in contract, tort, or otherwise. The Company shall further not be liable for any loss arising from market fluctuations, the execution or non-execution of orders, system failures, delays, errors, interruptions, or any other cause beyond the Company's reasonable control.

18.2. The Company shall not be responsible for any loss resulting from actions it takes in accordance with this Agreement or Applicable Regulations, including but not limited to the close-out of positions, refusal of orders, or adjustments made in connection with abnormal market conditions or corporate actions.

18.3. The company shall not be liable for losses due to platform outages, delays, system errors, third-party data feeds, or abnormal market conditions, unless caused by our fraud, wilful default, or gross negligence.

18.4. The Company's liability to the Client shall arise only in cases of fraud, wilful default, or gross negligence. In any such case, the Company's total aggregate liability to the Client shall not exceed the amount of funds actually deposited by the Client with the Company and remaining in the Client's Account at the time the liability arose.

18.5. The Client shall indemnify and hold harmless the Company, its directors, employees, and affiliates from and against all claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising directly or indirectly from the Client's breach of this Agreement, the Client's use of the Company's services, reliance on instructions given by the Client or any Authorised Person, or any claim made by a third party against the Company in connection with the Client's Account or transactions.



18.6. You indemnify us against all losses, costs, and claims arising from your breach of this Agreement, misuse of the platform, or unauthorised trading activity.

18.7. The provisions of this Section shall survive termination of this Agreement and remain in full force and effect.

19. Force Majeure and Events Beyond Control

19.1. The Company shall not be liable for any failure, interruption, or delay in the performance of its obligations under this Agreement where such failure, interruption, or delay results from any event beyond its reasonable control. Such events include, without limitation, natural disasters, earthquakes, floods, fires, or other acts of God; war, terrorism, civil unrest, or industrial action; acts, restrictions, regulations, or measures of any governmental or regulatory authority; suspension or closure of markets or trading venues; failure of power, communications, or transportation systems; cyber incidents; and any other extraordinary market or operational disruption.

19.2. During the occurrence of a force majeure event, the Company may, acting reasonably and without prior notice, suspend or refuse the acceptance of orders, close out or re-price positions, adjust leverage or margin requirements, or otherwise take such measures as it considers necessary to protect the interests of the Client and the Company.

19.3. The Company shall use reasonable efforts to resume the performance of its obligations as soon as practicable following the cessation of a force majeure event.

20. Data Protection and Confidentiality

20.1. The Company will collect, store, and process personal data relating to the Client in accordance with the Mauritius Data Protection Act 2017 and any other Applicable Regulations. By entering into this Agreement, the Client consents to the Company processing their personal data for the purposes of establishing and administering the Client's Account, providing services under this Agreement, meeting legal and regulatory obligations, and for internal business and marketing purposes. The processing of personal data shall include the recording of telephone conversations when receiving instructions by telephone from the Client.

20.2. The Company will treat all information provided by the Client as confidential and will not disclose it to third parties except where disclosure is required by law or regulation, made to competent regulatory or governmental authorities, necessary for the prevention of financial crime, or required to perform obligations under this Agreement. Disclosure may also be made to the Company's affiliates, auditors, service providers, and professional advisers, subject to appropriate confidentiality protections.

20.3. The Client acknowledges and accepts that their personal data may be transferred and stored outside the Republic of Mauritius, provided always the person receiving the Client's personal data has in place similar safeguards to protect the Client's personal information as under the Data Protection Act 2017.

20.4. The Client has the right to request access to their personal data held by the Company, to request correction of inaccuracies, and to withdraw consent to processing, subject to the Company's legal and regulatory obligations.

20.5. By entering into this Agreement, the Client consents to the processing and disclosure of personal data as described in this Section.



21. Tax Obligations and FATCA/CRS

21.1. The Client is solely responsible for the calculation, reporting, and payment of all taxes, duties, levies, or charges arising in connection with their Account or transactions. The Company does not provide tax advice, and nothing in this Agreement or in the Company's communications shall be construed as such. The Client must seek independent tax advice where necessary.

21.2. Where required by law, the Company may deduct or withhold amounts in respect of taxes from payments due to the Client. Any such deduction or withholding shall not be deemed to create any obligation or responsibility on the part of the Company to determine, assess, or advise on the Client's individual tax position.

21.3. The Client acknowledges and agrees that the Company may request, collect, and disclose information about the Client or their Account to tax authorities or other competent authorities in accordance with the United States Foreign Account Tax Compliance Act ("FATCA"), the OECD Common Reporting Standard ("CRS"), and any other applicable tax reporting requirements. The Client must promptly provide any information or documentation requested by the Company in connection with such obligations.

21.4. If the Client fails to provide the required information or documentation, or if the Company reasonably determines that the Client is in breach of applicable tax reporting obligations, the Company may suspend or terminate this Agreement, close the Client's Account, and report the Client's details to the relevant authorities.

21.5. The Company shall not be liable for any loss, cost, or damage suffered by the Client as a result of compliance with FATCA, CRS, or other applicable tax laws, including any deduction, withholding,

disclosure, or reporting made in good faith by the Company.

21.6. Clients are solely responsible for their tax obligations. We may disclose account information to tax authorities under FATCA/CRS reporting requirements.

22. Amendments to the Agreement

22.1. The Company may amend this Agreement, the Legal Documents, or any policies or procedures referred to herein at its sole discretion. Amendments will be notified to the Client by publication on the Company's Website and shall take effect immediately or from such date as may be specified by the Company.

22.2. By continuing to maintain an Account or use the Company's services after an amendment takes effect, the Client is deemed to have accepted the amendment. If the Client does not agree with an amendment, the Client's sole remedy is to terminate this Agreement and close their Account in accordance with the provisions herein.

23. Governing Law and Dispute Resolution

23.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

23.2. The courts of Mauritius shall have exclusive jurisdiction to hear and determine any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination.

23.3. Before commencing legal proceedings, the Client must first submit any complaint or dispute to the Company in accordance with the Company's Complaints Handling Policy. The



Company will review and respond to the complaint in accordance with that policy. If the dispute is not resolved through this process, either party may refer the matter to the courts of Mauritius as provided above.

24. Miscellaneous Provisions

24.1. This Agreement, together with the Legal Documents, constitutes the entire agreement between the Client and the Company in relation to the subject matter hereof and supersedes all prior discussions, communications, representations, or agreements, whether oral or written.

24.2. If any provision of this Agreement is found to be invalid, illegal, or unenforceable in whole or in part, such provision shall be deemed modified to the extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

24.3. No failure or delay by the Company in exercising any right, power, or remedy under this Agreement shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise of it.

24.4. The Client may not assign, transfer, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer this Agreement, in whole or in part, to any affiliate, successor, or third party providing services in connection with this Agreement, without the Client's prior consent.

24.5. Time shall be of the essence in respect of all obligations of the Client under this Agreement.

24.6. This Agreement is made solely between the Client and the Company. No person other than the

parties to this Agreement shall have any right to enforce any of its terms.

24.7. Headings in this Agreement are for convenience only and shall not affect its interpretation.

25. Acknowledgement

25.1. By entering into this Agreement and by opening or maintaining an Account with the Company, the Client acknowledges that they have read, understood, and agree to be bound by the terms of this Agreement and the Legal Documents, as amended from time to time.

25.2. The Client further acknowledges that they have considered the risks involved in trading contracts for difference and other leveraged financial instruments, have read and understood the Company's Risk Disclosure, and accept that such trading involves a high degree of risk to their capital.

25.3. The Client confirms that they have not relied on any representation, warranty, or statement other than those expressly set out in this Agreement and the Legal Documents, and that this Agreement constitutes a legally binding and enforceable obligation against the Client.

26. Representations and warranties

26.1. The Client makes the following representations and warranties, which will be deemed to be repeated by the Client on each date on which a transaction is made and shall notify us immediately if it ceases to be able to make any such representation or warranty at any time:

26.1.1. if the Client is a legal person, (i) it is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing and (ii) the persons entering into this Agreement and



each transaction on behalf of the Client have been duly authorised to do so;

26.1.2. the Client has all necessary capacity, authority, powers, consents, licences and authorisations, as may be applicable, and has taken all necessary action to enable it to enter into this Agreement and to perform the acts under this Agreement;

26.1.3. the Client complies with all applicable laws and regulations and the rules and guidance of any relevant regulatory authority including such laws, regulations, rules and guidance relating to the prevention of money laundering; and

26.1.4. any information the Client has provided to us is, at the date of such information, true, accurate and complete in every material respect.

26.2. The Client undertakes to promptly provide, upon request, all information, documents, and declarations reasonably required by the Company to satisfy its legal and regulatory obligations. The Client further acknowledges that failure to provide such information, or the provision of incomplete or inaccurate information, may result in the delay, suspension, or termination of services, or in the Company being required to make a report to the relevant authorities in accordance with its statutory obligations.