

THE GRAND TRADING (PTY) LTD

CLIENT AGREEMENT

(TERMS & CONDITIONS)

January 2025

1 INTRODUCTION

1.1. This Client Agreement (hereinafter referred to as the “Agreement”) is entered into between Grand Trading (PTY) Ltd, a company incorporated under the registration number 2023/651857/07, operating under the brand name TradeFT (hereinafter referred to as “the Company,” “we,” “our,” or “us”), and any natural or legal person who has registered a trading account with the Company and has been verified and approved by the Company’s Compliance Department (hereinafter referred to as “the Client” or “you”). The Company is a Financial Services Provider (FSP), regulated and licensed by the Financial Sector Conduct Authority (FSCA) of South Africa under license number 53871. The Company’s registered address is The Launch Pad, 180 Lancaster Road, Dobson, Cape Town, Western Cape, 7140.

1.2. This Agreement, together with all relevant Legal Documents available on the Company’s website <https://tradeft.com/> governs the legal relationship between the Company and the Client. The Client is required to read, understand, and accept the terms and conditions contained in this Agreement and the aforementioned Legal Documents prior to entering into any transactions with the Company.

1.3. By accepting this Agreement, the Client acknowledges that they have read, understood, and agreed to be bound by all terms and conditions outlined herein, as well as those contained in the Legal Documents available on the Company’s website. This Agreement does not require a physical signature from either party to be legally binding.

1.4. LEGALLY BINDING NATURE OF THE AGREEMENT

Upon the Client’s acceptance of this Agreement, a legally binding contract is formed between the Client and the Company. The terms and conditions outlined in this Agreement and the Legal Documents shall govern the relationship between the parties, superseding any prior agreements, representations, or understandings, whether written or oral, express or implied, including any statements made by the Company’s employees or agents. No omissions or representations made by the Client or Company, including verbal exchanges with the Company’s employees, shall alter or take precedence over this Agreement.

1.5. AMENDMENT OF THE AGREEMENT

The Company reserves the right, at its sole discretion, to amend or modify this Agreement at any time without prior notice to the Client. Any such amendments will be made available on the Company’s website, and the Client shall be responsible for regularly reviewing the Agreement to stay informed of any changes. Continued use of the Company’s services, including any transactions executed after the

amendments have taken effect, constitutes the Client's acceptance of the revised terms.

1.6. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

This Agreement is subject to all applicable laws and regulations (hereinafter referred to as "Applicable Laws and Regulations"). Consequently, the following provisions shall apply:

- This Agreement shall not exclude or restrict any obligations that the Company is required to comply with under Applicable Laws and Regulations.
- The Company reserves the right to take, or refrain from taking, any action it deems necessary to ensure compliance with Applicable Laws and Regulations.
- The Client acknowledges and agrees that all Applicable Laws and Regulations, as well as any actions or omissions by the Company in ensuring compliance, shall be binding upon the Client.

1.7. COMMUNICATION AND LANGUAGE

This Agreement is provided in English, which shall be the official language of communication between the Company and the Client for the duration of this Agreement. Unless otherwise agreed in writing, all notices, instructions, and other communications to be provided by the Company to the Client under this Agreement shall be sent to the address, phone number, or email address supplied by the Client at the time of account registration or subsequently updated by the Client.

The Company and the Client agree that any communication exchanged between them, including communications conducted via electronic signatures, the Company's website, or any of the Company's Electronic Services, shall be deemed binding and enforceable as if they were in writing.

2 SERVICES

- 2.1. The Company provides Over-the-Counter Derivatives in the form of Contracts for Difference (hereinafter referred to as "CFDs"). The Client acknowledges that trading CFDs involves a high degree of risk due to the leverage employed, which may lead to the rapid and complete loss of the Client's invested capital. By investing in CFDs, the Client does not acquire any ownership rights over the underlying asset. Rather, CFDs are tradable contracts between the Client and the Company, which allow the Client to speculate on price movements of various underlying assets, including, but not limited to, indices, commodities, foreign exchange (forex), and stocks, without the

- need to own the actual underlying asset. There is no physical delivery of any goods or securities in relation to CFDs.
- 2.2. The Company shall operate with the Client strictly on an execution-only basis. The Company will not, at any time, provide investment advice in connection with the Client's transactions, nor will the Company monitor the status of existing transactions or evaluate the suitability of any transaction for the Client. The Client acknowledges and agrees that the Company will not provide regulatory, tax, or any other type of advice. It is the Client's responsibility to seek independent advice or rely upon their own judgment regarding the appropriateness of any transaction entered into under this Agreement.
 - 2.3. Without prejudice to the foregoing, by requesting the Company to execute any transaction, the Client represents that they have been solely responsible for conducting an independent appraisal and investigation into the risks associated with the transaction. The Client further represents that they possess the necessary knowledge, market sophistication, and experience to evaluate the merits and risks of the transaction and confirm that they have reviewed and accepted the Company's Risk Disclosure related to the financial instruments and markets available on the Company's website. The Company does not warrant or represent the suitability of the products offered under this Agreement and shall assume no fiduciary duty towards the Client.
 - 2.4. Should an employee or representative of the Company express an opinion regarding any financial instrument or transaction, the Client agrees that such an opinion does not constitute investment advice, and that the Client shall not rely on such opinions in making their decisions.
 - 2.5. The Company may provide general information about the market, processes, or risks associated with transactions or financial instruments, which may be published on the Company's website. Such information:
 - i. Is intended to assist the Client in making their own independent investment decisions and does not constitute financial advice; and
 - ii. Is subject to change at the Company's sole discretion and may be withdrawn without prior notice.
 - 2.6. The Client acknowledges that past performance and forecasts are not reliable indicators of future results. Accordingly, if the Company provides the Client with charts, information regarding market movements, past performance results, or forecasts, the Client acknowledges that such materials are indicative only and may not represent actual prices, market movements, or values. The Client agrees that any decisions to incorporate such materials into their trading strategies are made at the

Client's sole discretion, and the Company shall not be held liable for any resulting losses.

- 2.7. The Company makes no representation or warranty as to the accuracy or completeness of the information referenced in Clause 2.5 above.
- 2.8. The Company may offer the Client the option to open and execute trades using a demo account. The Client acknowledges that execution in a demo account environment may produce different outcomes than in a live trading environment. The Company shall not be liable for any loss or other damages that the Client may incur as a result of these differences.

3 RISK DISCLOSURE AND ACKNOWLEDGMENT

- 3.1. Before entering into a trading relationship with the Company, the Client shall remain fully aware of all risks associated with the trading activities to be undertaken and shall ensure that they possess adequate financial resources to bear such risks.
- 3.2. CFDs (Contracts for Difference) are high-risk financial products traded on the margin, and they carry a substantial risk of loss of the entire invested capital. Due to the significant fluctuations and high-risk nature of these products, CFDs may not be suitable or appropriate for all types of Clients. Accordingly, the Client is strongly advised to seek independent financial advice prior to engaging in CFD trading.
- 3.3. The Client hereby acknowledges, understands, agrees, and accepts the following risks, including but not limited to:
 - (i) The Company cannot and does not guarantee that the funds deposited by the Client will not be lost as a result of the Client's trading activities.
 - (ii) The Client acknowledges that, irrespective of any information or materials provided by the Company, the value of any investment in CFDs may fluctuate, and it is possible that such investments could lose all value.
 - (iii) The Client acknowledges and accepts that CFDs are high-risk investments, and the Client may incur substantial losses and damages as a result of transactions undertaken. The Client further confirms their willingness to assume these risks.
 - (iv) The Client acknowledges that transactions in CFDs may be speculative in nature, and significant losses may occur within a short period of time, potentially equating to the total value of the investment.

4 COMMENCEMENT AND DURATION OF THE AGREEMENT

- 4.1. This Agreement shall take effect upon the Company's issuance of an email confirming that the Client's profile has been verified and the Trading Account has been activated. Such activation will occur upon the successful completion of due diligence procedures by the Company's Compliance Department, in accordance with applicable regulatory requirements.
- 4.2. The Client reserves the right to terminate this Agreement at any time by providing written notice to the Company. Upon closure of the Client's account, the Company shall retain the Client's records for a period of five (5) years from the termination date of this Agreement, in compliance with applicable legal obligations.
- 4.3. Notwithstanding the Company's rights to terminate this Agreement immediately without prior notice pursuant to the terms herein, the Company may terminate this Agreement by providing the Client with no less than three (3) Business Days' written notice.
- 4.4. The Company reserves the right to terminate this Agreement immediately, without providing the three (3) Business Days' notice, in the event that, in its sole discretion, an Event of Default has occurred.
- 4.5. Upon termination of this Agreement, the Client shall be liable to the Company for the payment of any and all outstanding fees, charges, or other amounts owed to the Company, including but not limited to, any costs or expenses incurred as a result of such termination, as well as any other obligations arising during the settlement of outstanding liabilities.
- 4.6. The Company is entitled to deduct any outstanding obligations from the Client's Trading Account.

5 EVENTS OF DEFAULT AND TERMINATION

- 5.1. The following shall constitute Events of Default:
 - The Client fails to make any payments when due under this Agreement.
 - The Client fails to perform any obligations owed to the Company under this Agreement.
 - The Client's death or legal incapacity occurs.
 - The initiation by a third party of proceedings for the Client's bankruptcy (if the Client is a natural person), or for the Client's winding-up, or the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a legal person, trust, or partnership), or the commencement of any

arrangement or composition with creditors, or any similar or analogous proceedings concerning the Client.

- Any representation or warranty made by the Client under this Agreement is or becomes untrue.
- In any circumstance where the Company reasonably believes it is necessary to take action to prevent a violation of applicable laws, regulations, or governing legislation, or to mitigate any perceived risk to the Company, its clients, or to ensure the adherence to good practices.

5.2. If any Event of Default occurs, the Company may, at its sole discretion and without prior notice, take one or more of the following actions:

- Close or amend all or part of the Client's transactions at the closing level based on the market price at the time of closure.
- Close all trading accounts held by the Client with the Company, regardless of their nature, and refuse to enter into further dealings with the Client.
- Immediately demand payment of any amounts due and terminate this Agreement.
- If a balance is in the Client's favor upon termination, the Company shall pay such balance as soon as practicable, subject to any deductions related to the Client's outstanding liabilities. Where applicable, the Company may instruct any third-party custodian or intermediary to pay any amounts due to the Client.
- Cancel, without prior notice, any of the Company's obligations to provide services to the Client.
- Initiate legal action against the Client in the event of a breach of this Agreement, provision of false information, the use of illegal funds for investments, or any other reason the Company deems sufficient to bring such legal action.

5.3. The Company reserves the right to terminate this Agreement with the Client at any time, with immediate effect, and without providing any reason for the termination. The Company may freely determine the consequences of such termination for the Client's positions, without incurring any liability. Upon termination, the Company shall not execute any further orders from the Client.

5.4. In the event of the Client's death, if the Client's legal heirs wish to withdraw the remaining balance in the Account, they must provide the Company with official legal documentation from the relevant governmental authorities in the Client's jurisdiction. The Company, at its sole discretion, shall review such documentation and decide whether to permit the withdrawal.

6 COUNTRY OF DOMICILE

The Company shall be governed by and subject to the laws of the Republic of South Africa. The Company agrees to comply with all applicable governing laws for all purposes under this Agreement, including but not limited to matters pertaining to client complaints, legal proceedings, statutory obligations, and any form of communication or correspondence.

7 REGULATION

- 7.1. This Agreement, all Transactions, and the scope of Services provided herein are subject to Applicable Regulations. Accordingly:
- Nothing in this Agreement shall exclude or restrict any obligation that the Company owes to you under applicable laws and regulations.
 - The Company may take or refrain from taking any action it deems necessary to ensure compliance with applicable laws and regulations.
 - All applicable laws and regulations, as well as any actions or omissions by the Company undertaken in compliance therewith, shall be binding upon you.
 - Any actions taken or omitted by the Company in compliance with applicable laws and regulations shall not render the Company, or any of its directors, officers, employees, or agents, liable in any way.
- 7.2. If any Regulatory Body takes action that affects a Transaction, the Company may, at its reasonable discretion, take any action it deems necessary to correspond with such action or to mitigate any losses resulting therefrom. Such actions shall be binding upon you. In the event that a Regulatory Body conducts an enquiry concerning any of your Transactions, you agree to cooperate with the Company and promptly provide all information requested in connection with such an enquiry.

8 RESTRICTION ON USE

The Company will not accept Clients who are:

- Under 18 years of age or under the age of legal consent for entering contractual arrangements under the laws of relevant jurisdiction, whichever is higher, not of legal competence or of sound mind.
- Residents in any Jurisdictions where provision of Over-the-Counter instruments would be contrary to local laws or regulations. It is your responsibility to act according to local laws and regulations to which you are subject to.
- Citizens of USA, Canada, EU, Japan, Hong Kong (Legal Persons), citizens of countries that are subject to any kind of sanctions.

- Politically Exposed Persons
- Anyone who is an employee, director, shareholder, associate, affiliate, agent, service provider, relative, or otherwise connected to the Company.
- Anyone that the Company at its sole discretion will deem unfit.

9 PRIVACY POLICY

All personal information collected by the Company shall be treated as confidential and is protected in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 ("POPI Act"). Further details regarding the processing and protection of personal information can be found in the Company's Privacy Policy, which is available on the Company's website.

10 CLIENT'S ACCOUNTS

- 10.1. The prospective Client must register an account with the Company to utilize the Company's Trading Platform, services, and offers.
- 10.2. Prior to opening an account, the prospective Client must read and accept this Agreement, and all legal documents published on the Company's website.
- 10.3. To open an account with the Company, the prospective Client must register via our website <https://tradeft.com/> and complete the online application form.
- 10.4. Upon account registration and/or during ongoing monitoring, the prospective Client will be required to provide certain information and/or supporting documents. Typically, during the onboarding phase, the Company will request the following documents*:
 - i. For individuals: - Identification document (e.g., passport, ID card) - Proof of address (e.g., utility bill, bank statement).
 - ii. For entities: - Certificates providing the following information about the company: Registration Number, Registered Address, Date of Incorporation, Shareholders, Directors, Memorandum & Articles of Association, LEI Number. Additionally, a Power of Attorney for the person operating the Trading Account, and Proof of Address and Proof of ID for all directors and shareholders and the person who will operate Trading Account.

**A more exhaustive list of documents will be provided upon request. The Company reserves the right to request additional documents if necessary.*

- 10.5. If the prospective Client is unable to upload the required documents, they may send them via email following the submission of the online form.

- 10.6. Upon approval of the application by the Compliance Department, the Client will receive an email notification indicating that their Trading Account has been activated.
- 10.7. Notwithstanding compliance with the above requirements, the Company retains absolute discretion to reject any application.
- 10.8. The prospective Client's application to become a Client will be rejected if false information or a false declaration is knowingly or unknowingly submitted. The Company reserves the right to report such actions to the relevant competent authorities in South Africa or elsewhere.
- 10.9. Following approval of the account and deposit, the Client will be prepared to commence trading.
- 10.10. In the event of any change to the information previously provided (e.g., name, address, gender), the Client is obligated to notify the Company of such changes promptly, and no later than fourteen (14) calendar days from the date of the change.

11 JOINT ACCOUNTS

- 11.1. In the event that the Client consists of two or more individuals, the liabilities and obligations under this Agreement shall be joint and several. Any notice or communication issued to any one of the individuals constituting the Client shall be deemed to have been duly issued to all individuals comprising the Client. Similarly, any Order placed by any one of the individuals constituting the Client shall be considered as having been placed by all such individuals.
- 11.2. In the event of the death or mental incapacity of any individual constituting the Client, all funds held by the Company, or its Nominee shall be managed for the benefit and upon the instructions of the surviving individual(s). Furthermore, all obligations and liabilities owed to the Company shall be assumed by the surviving individual(s).

12 CLIENTS FUNDS

- 12.1. Following verification and approval by the Compliance Department, you are required to deposit sufficient clear funds into your Account to commence trading. The amount of the initial deposit will depend on the type of Account you select (further information regarding account types can be found [here](#)).
- 12.2. The Company shall maintain Client funds with reputable financial institutions (e.g., banks) in segregated omnibus accounts. This means that Client funds will be kept separate from the Company's own funds and will not be used to satisfy any of the Company's obligations under any circumstances.

- 12.3. You may deposit funds into the Account at any time during the term of this Agreement. Deposits shall be made through methods and in currencies accepted by the Company.
- 12.4. The Company reserves the right to request documentation from you at any time to verify the source of funds deposited into your Account. The Company may reject a deposit, block your Account, or refuse to process any withdrawal request under the following conditions:
- i. If the Company is not satisfied with the legality of the source of funds.
 - ii. If the provided documentation is insufficient.
 - iii. If you fail to provide the Company with any requested documents for identification purposes or any other reason, or if the Company is not satisfied with the documentation provided.
 - iv. If the Company reasonably suspects or has concerns that the submitted documents may be false or fraudulent.
- 12.5. The Company reserves the right to reject a deposit, block your Account, or refuse to process any withdrawal request under the following conditions:
- i. If the Company reasonably suspects that the Client is involved in illegal or fraudulent activity.
 - ii. If the Company is informed that the credit or debit card (or any other payment method used by the Client) has been lost or stolen.
 - iii. If the Client makes deposits that, in the Company's absolute discretion, are deemed large, inconsistent, or raise suspicions of money laundering or terrorist financing.
 - iv. If the acquiring bank, issuing bank, or any third-party processor or payment service provider rejects the transaction.
- 12.6. To mitigate risks, the Company performs daily reconciliations of all Client funds to ensure proper allocation.
- 12.7. The Company shall not be liable for the solvency, acts, or omissions of any institution where Client funds are held, regardless of jurisdiction.
- 12.8. In the event of insolvency or analogous proceedings concerning a financial institution, the Company may only have an insolvency claim against the institution on behalf of the Client. The Client bears the risk that the funds received by the Company from such an institution may be insufficient to satisfy the Client's claims. The Company does not accept any liability for resulting losses.
- 12.9. You agree to assume full liability for your own funds if you provide the Company with incorrect or misleading details. The Company assumes no responsibility for funds not deposited directly into the Company's bank accounts.

- 12.10. You acknowledge and agree that no interest will be paid on the balance of your Account, regardless of whether the Company receives interest on deposits from financial institutions holding the funds.
- 12.11. Any deposits made to the Company's bank accounts will be credited to the Client's Account at the value date of the payment received, net of any charges or fees imposed by banks, account providers, or other intermediaries involved in the transaction process. The Company must verify that the sender is the Client or an authorized representative before making the funds available in the Client's Trading Account. Otherwise, the Company reserves the right to refund or return the net amount received to the remitter using the same method as received.
- 12.12. Amounts corresponding to liabilities you owe to the Company, including those arising from misuse of negative balance protection, may be deducted directly from the balance of any of your Accounts under your profile.
- 12.13. Unless otherwise agreed in writing, any amount payable by the Company to you shall be paid directly to your Account held with the Company.
- 12.14. If funds you have sent are not deposited into your Account as expected, you must notify the Company and request an investigation into the missing funds. You agree that any charges for the investigation will be borne by you and deducted from your Account or paid directly to the investigating bank. You understand and agree that you must provide the Company with the requested documents and certificates to facilitate the investigation.
- 12.15. You have the right to withdraw any portion of the funds equal to the free margin available in your Account(s) to your bank account, subject to applicable restrictions and any other limitations on such withdrawals.
- 12.16. Withdrawal requests must be submitted by you through your Client Area.
- 12.17. Deposits and withdrawals will be effective once our systems have processed the relevant credit or debit transactions to the applicable Account(s). While the Company will make reasonable efforts to ensure timely transfers, it cannot guarantee the duration of this process. The Company will not be liable for any delays or losses resulting from incorrect or incomplete information provided by you.
- 12.18. The Company will process withdrawal requests after you have completed the withdrawal procedure, provided that the following conditions are met:
- i. The withdrawal instruction includes all required information and identification details as may be required by the Company.
 - ii. The instruction specifies a transfer to the originating account (whether a bank account, payment system account, etc.) from which the money was originally deposited into the Client Account.

- iii. The amount specified in the withdrawal instruction, including all payment charges, exceeds the Client's Free Margin plus any other amounts due to the Company.
 - iv. There is no Force Majeure event preventing the Company from processing the withdrawal.
- 12.19. It is agreed and understood that the Company will not accept anonymous payments into the Client Account and will not make withdrawals to any third party or anonymous account.
- 12.20. The Company, at its sole discretion, reserves the right to refuse and decline any withdrawal instructions for reasons deemed appropriate. The Company also reserves the right to reasonably decline a withdrawal request based on the specific transfer method requested and may suggest an alternative method.
- 12.21. You acknowledge that the Company cannot be held liable for the duration it takes banks, financial institutions, or third-party payment solution providers to transfer funds to the Company or to the Client, and for when the Company or the Client will receive the funds.
- 12.22. If you receive funds from the Company in error, you agree to hold such funds until the Company retrieves them. Should you use any funds sent to you by mistake, the Company will have a claim on those funds, including any profits derived from their use.
- 12.23. You understand and agree that the Company shall maintain a general lien on all funds held by the Company on your behalf until all your obligations are satisfied.

13 NEGATIVE BALANCE PROTECTION

CFDs are leveraged financial instruments that carry a high level of risk and may result in the complete loss of the Client's invested capital. Notwithstanding this, the Company offers Negative Balance Protection to all eligible Clients. This means that an eligible Client will not incur losses exceeding their total invested capital.

14 TRADING PLATFORM – ACCESS, USE, SAFETY

- 14.1. The Company shall grant you a limited, non-exclusive, revocable, non-transferable, and non-sublicensable license to install and use the Trading Platform solely for your personal use in accordance with this Agreement.
- 14.2. The Platform, including all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, buttons, color schemes, graphics, and data names, constitutes the sole and exclusive intellectual property of

- the Company or third parties and is protected by applicable local and international intellectual property laws and treaties.
- 14.3. The Platform may incorporate software provided by third parties, which is offered "as is" without any warranty. Should third-party software be included within the Platform, it shall be subject to the terms of this Agreement. You agree to comply fully with any third-party software license terms provided by the Company.
 - 14.4. The Company retains all rights to the Platform not expressly granted to you under this Agreement. The rights to the Platform are licensed to you and not sold, and all rights to the Platform remain the property of the Company.
 - 14.5. The Company reserves the right to shut down the Platform(s) for maintenance purposes at its discretion, without prior notice. Such maintenance will generally occur on weekends unless urgent circumstances necessitate otherwise. During maintenance periods, the Platform(s) may be inaccessible.
 - 14.6. The Company may, at its discretion, add to, modify, or remove any part of the Platform without liability. The Company will make reasonable efforts to replace any modified or removed part of the Platform with an equivalent where practicable.
 - 14.7. It is your responsibility to understand and evaluate the Platform before engaging in trading activities.
 - 14.8. The Company shall not hold you liable for any losses to your Account resulting from a Platform 'hack' or unauthorized use of your data due to the Company's negligence. Similarly, the Company shall not be liable for any losses resulting from your negligence leading to unauthorized use of your data.
 - 14.9. You are solely responsible for providing and maintaining the necessary compatible equipment to access and use the Platform(s), including at least a personal computer, mobile phone, or tablet (depending on the Platform), internet access, and any associated fees.
 - 14.10. You warrant that you have implemented appropriate security measures to protect your computer, mobile phone, or tablet from viruses and other harmful materials. You agree to take necessary steps to prevent transmission of harmful materials to the Platform from your devices.
 - 14.11. The Company shall not be liable for any failure or damage to your computer, system, internet connection, mobile phone, or tablet, including issues related to viruses or data integrity problems resulting from hardware mismanagement.
 - 14.12. With respect to any market data or other information provided by the Company or its third-party providers:

- i. The Company and its third-party providers disclaim all express or implied warranties and are not liable for any inaccuracies or incompleteness in such data or information.
- ii. The Company and its third-party providers are not liable for any actions taken or not taken based on the provided data or information.

14.13. Regarding Contracts executed through the Platform:

- i. The Company shall not be liable for any losses, expenses, costs, or liabilities arising from Platform failures, unavailability (including planned maintenance), data or service interruptions, transmission failures, or technical errors, except where such errors were caused by fraud, willful default, or negligence.
- ii. The Company shall not be liable for any removal of profits or losses due to quote errors resulting from typing errors, feed errors, or incorrect information entry, except where such errors were caused by fraud, willful default, or negligence.
- iii. You acknowledge that electronic services may be subject to events affecting access to Company systems, such as interruptions or blackouts. The Company is not liable for damages or losses resulting from such events beyond its control or for any other related losses, including loss of profit.
- iv. The Company is entitled to correct your Account based on the market value of the relevant underlying asset at the time of error.
- v. You are responsible for all Orders and the accuracy of all information sent via the Platform using your name, password, or other means of personal identification.
- vi. You must keep all passwords confidential and ensure that no unauthorized persons access your Account.

14.14. In the event of delays, disruptions, or outages related to the Platform or electronic communications, you must convey any order requests via approved communication methods. The Company is not obligated to accept client requests, and requests will be processed on a first-come, first-served basis. The Company is not liable for any delays or orders placed through verbal instructions.

14.15. You agree to:

- i. Use the Platform only as authorized under the license granted.
- ii. Use the Platform solely for lawful purposes.
- iii. Restrict use of the Platform to its intended purpose under this Agreement.
- iv. Be responsible for all transactions and use of the Platform (including Access Data).

- v. Log out of the Platform when your access terminal is unattended to prevent unauthorized access
- 14.16. The following actions are strictly prohibited in relation to the Platform(s):
- i. Using software that applies artificial intelligence analysis to Company systems and/or Platform(s).
 - ii. Intercepting, damaging, or modifying any communication with the Company.
 - iii. Using any form of code designed to harm, delete, or disassemble the Platform or communication systems.
 - iv. Sending unsolicited commercial communications is not permitted by applicable law.
 - v. Engaging in actions that may damage or disrupt the Company's systems or Platform(s).
 - vi. Unlawfully accessing, reverse engineering, or circumventing security measures applied to the Platform(s).
 - vii. Performing actions that could enable unauthorized access or use of the Platform(s).
- 14.17. The Company may provide Trading Platforms and associated software, databases, and technical facilities for managing multiple trading accounts. You represent and warrant that you will not use the Trading Platforms to manage accounts not belonging to you.
- 14.18. Upon enabling your Account, the Company will provide Access Data for accessing the Platform and conducting transactions. You must take reasonable measures to maintain the confidentiality of all information, including Access Data, to prevent unauthorized use. The Company advises against using public computers for login and stresses the importance of logging out after use. The Company is not liable for any losses resulting from unauthorized use of your Access Data.
- 14.19. You agree to notify the Company immediately if you suspect that your Access Data or Client Account number has been disclosed to an unauthorized person. The Company will take steps to prevent further unauthorized use and issue replacement Access Data. You will be unable to place Orders until you receive the replacement Access Data.
- 14.20. You agree to cooperate with any investigation the Company may conduct into misuse or suspected misuse of your Access Data.
- 14.21. The Company reserves the right to restrict or limit your access to the Platform or deactivate your Account as deemed necessary for the effective operation of its systems or to protect its Clients' interests. This includes cases where the Company

suspects unauthorized use or has credible information that your Access Data may have been accessed by unauthorized third parties.

- 14.22. The Company is entitled to rely on and act upon any Order given using the Access Data on the Trading Platform(s) or via phone, subject to this Agreement. Such Orders will be binding upon you. You are liable for all orders placed using your Access Data and any such orders will be considered as originating from you. If a third party is authorized to act on your behalf, you remain responsible for all orders placed through the representative's Access Data.

15 MARGIN REQUIREMENTS

- 15.1. As a prerequisite for entering into a CFD Transaction, the Company requires the Client to deposit Margin to secure the Client's liability for any potential losses arising from the Transaction.
- 15.2. The Margin requirement established by the Company shall remain in effect throughout the duration of this Agreement. It is the Client's obligation to ensure that sufficient Margin is continuously available in the Account. If, at any time during the term of this Agreement, the Margin available in the Account is inadequate to meet the Margin requirement, the Client must either reduce the volume and/or number of Positions or transfer sufficient funds to the Account. Notwithstanding any actions taken by the Client to reduce Positions or transfer funds, the Company retains the right, in its sole discretion and in accordance with applicable legislation and/or regulation, to close one, several, or all of the Client's Positions or a portion thereof, without assuming any liability to the Client for such actions.
- 15.3. Transactions may be subject to a margin stop out. If the Margin Level reaches the Stop Out Level, the Company will automatically commence closing transactions to restore the Margin Level to a level above the Stop Out Level, at the prevailing prices offered by the Company, subject to Slippage.
- 15.4. If the Client holds multiple Accounts, the Company will calculate Margin requirements separately for each Account.
- 15.5. In the event of multiple Trading Accounts, the Client may, at their initiative, request the transfer of funds between those Accounts, provided that the Account from which funds are to be transferred has a sufficient free balance.
- 15.6. The Company reserves the exclusive right to widen its variable spreads, adjust leverage, modify swap rates, and/or increase Margin requirements, without prior notice, under certain market conditions and/or in response to the characteristics of the Client's order. This includes, but is not limited to, periods when the trading desk

is closed or during significant fundamental announcements that affect market liquidity.

- 15.7. The Client is entitled to withdraw funds not utilized for Margin coverage, referred to as Free Margin, from their account without the necessity of closing the account.

16 ORDERS AND EXECUTION

- 16.1. The Company may, from time to time, accept Client orders through various methods, including but not limited to telephone communication and other methods at the Company's discretion.
- 16.2. Orders may be placed via the Platform or by telephone, utilizing your Access Data, provided that all Essential Details are supplied in both instances. All instructions, requests, or orders received via telephone shall be binding. Telephone orders will be recorded, and such recordings shall remain the exclusive property of the Company. These recordings shall be accepted by you as conclusive evidence in any legal dispute and/or complaint.
- 16.3. The Company shall use reasonable efforts to execute orders; however, it is acknowledged and agreed that transmission or execution may not always be achieved due to factors beyond the Company's control.
- 16.4. You acknowledge and agree that the Company may, at its sole discretion, add, remove, or suspend any Symbol or Market from the Platform, due to events such as takeovers, share consolidations/splits, mergers, spinoffs, nationalizations, de-listing, or name changes. Additionally, the Company may remove or suspend any Symbol or Market from the Platform at its sole discretion, with prior written notice to Clients with open positions on such Symbols or Markets. This notice shall specify the date and time of suspension. If the Client does not close open positions by the specified time, the Company will close them at the current market prices.
- 16.5. The Company reserves the right, at its sole discretion, to reject any order. The Company will notify you of any such rejection. Orders may be rejected if they are unclear, if there is an insufficient margin, or for any other reason deemed sufficient by the Company. Additionally, the Company may cancel orders for reasons including, but not limited to, order size, market conditions, Client's breach of this Agreement, violation of Applicable Regulations, or insufficient funds in the Trading Account.
- 16.6. All CFD trades are subject to minimum and maximum order size requirements, which vary by symbol type. These requirements are set out on the Company's Trading Platform and are updated periodically. It is your responsibility to review and become familiar with these details.

- 16.7. Orders such as Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop will be executed at the prevailing market price, which may differ from the price indicated in the order due to Slippage. Slippage may occur if the price indicated in the order is not available due to high volatility or market gaps. In such cases, the order will be executed at the first available price, regardless of whether the slippage is favorable or unfavorable, in a symmetrical and transparent manner (Symmetrical Slippage). In the event of communication or technical failures, or incorrect price feeds (e.g., price freezes or spikes), the Company reserves the right not to execute the order or to amend or cancel the order if executed.
- 16.8. The Company shall not be liable for any errors arising from quoting, execution, or other issues, including but not limited to dealer errors, misquotes, erroneous quotes due to hardware or software failures, or inaccurate data feeds from us or third parties. The list provided is not exhaustive. In the event of such errors, the Company reserves the right to make necessary corrections or adjustments to the affected account. Disputes arising from such errors will be resolved at the Company's sole discretion.
- 16.9. The Company has no obligation to contact you regarding appropriate actions in response to market condition changes. Following the execution of any transaction, you are solely responsible for monitoring your position and ensuring that further instructions are provided in a timely manner. The Company shall not be liable for any loss resulting from your inability or failure to do so.
- 16.10. You understand and accept that all orders are executed over-the-counter (OTC), meaning that no orders are executed on recognized exchanges or organized trading facilities. By accepting this Agreement and placing any order with the Company, you expressly consent to the execution of orders outside of a trading venue. This consent is given as a general agreement and not for individual transactions.

17 CLOSE ONLY MODE

- 17.1. The Company retains the right to restrict your Trading Account to "close only" mode under the following circumstances:
- i. If an order submitted by you is deemed to be clearly erroneous, or if the Company reasonably suspects that open orders involve prohibited, fraudulent, or illegal transactions.
 - ii. If you fail to provide the documents and/or information requested by the Company.
- 17.2. When your Trading Account is set to "close only" mode, you will be prohibited from opening any new positions or increasing exposure to existing positions. However, you will be permitted to close, partially close, or reduce your exposure.

17.3. The Company may reinstate full functionality to your Trading Account once you have addressed or updated the issues specified in Section 17.1.

18 PROHIBITED ACTIONS

The Client is strictly prohibited from engaging in any of the following activities in relation to the Company's systems, Trading Platform, and/or Client account:

- i. Utilization of any software, as determined by the Company at its sole discretion, which is designed to apply artificial intelligence analysis to our Services and/or computer systems with the intent to gain an unfair advantage or exploit our Platform. Should the Company determine, at its sole discretion, that such artificial intelligence software is being used, it reserves the right to undertake all necessary actions, including, but not limited to, blocking access to our Services, revoking Access Data, and/or terminating the Account. In such cases, the Company may seize any profits or revenues generated directly or indirectly through such prohibited activities and/or impose additional fees. Furthermore, the Company reserves the right to notify any relevant third parties of the Client's breach. The Company will employ and continually develop tools to detect fraudulent or unlawful access and use of its Services. Disputes arising from such activities will be resolved solely at the Company's discretion, and its decisions shall be final and binding.
- ii. Employment of any software in a manner that could severely impact server performance or prevent the Company from achieving optimal results for its clients regarding order execution. If such activity is identified, the Company reserves the right to take appropriate actions, including blocking access to its Services, revoking Access Data, and/or terminating the Account. Upon termination, the Company will liquidate any outstanding contracts or positions. The Client will be prohibited from opening new trading accounts or trading with the Company. If a new account is opened due to technical or human error, the Company retains the right to close the account immediately, nullify any generated profits or losses, and refund the original deposit amount, excluding deposit and withdrawal charges.
- iii. Use of the Platform and/or execution of Orders or Transactions that constitutes insider trading, market abuse, or any other abusive practices such as lag trading, server latency exploitation, price manipulation, time manipulation, scalping, or similar illegal activities designed to provide an unfair advantage. Such practices include holding long and short positions in similar instruments simultaneously or through different accounts for manipulative purposes. Any such practices will be

- deemed inappropriate, and the Company reserves the right to take corrective actions, including account suspension or termination.
- iv. Deployment of any viruses, spiders, worms, Trojan horses, time-bombs, or other harmful codes or instructions designed to damage, destroy, distort, or disassemble the Platform(s) or the Company's communication systems.
 - v. Transmission of any unsolicited commercial communication not permitted under applicable laws or regulations.
 - vi. Unlawful access to or attempt to gain access to, reverse engineer, or circumvent any security measures applied by the Company to its Services, Platforms, or computer systems. If a breach of this clause is determined, the Company reserves the right to block access, revoke Access Data, and/or terminate the Account. The Company may also seize any profits or revenues from prohibited activities and notify relevant third parties.
 - vii. Use of trading strategies focused on profiting from minor price changes, including but not limited to sniping or scalping strategies.
 - viii. Engagement in arbitrage, abuse, internal hedging, or any other deceitful or fraudulent activities, including those that indicate a lack of genuine interest in trading or market risk. Transactions and profits or losses resulting from such activities will be deemed invalid. The Company reserves the right to suspend or terminate all trading accounts and cancel all Transactions, with a prohibition on opening new accounts or trading with the Company. In cases where an account is opened due to error, the Company reserves the right to close the account, nullify profits or losses, and refund the deposit amount, excluding charges.
 - ix. Exploitation of internet connectivity delays or price feed errors for latency arbitrage. Transactions based on such arbitrage may be revoked. The Company reserves the right to make necessary corrections or adjustments at its sole discretion.
 - x. The Client agrees to indemnify and hold the Company and its Associates harmless from any liabilities, losses, damages, costs, or expenses, including legal fees, arising directly or indirectly from fraudulent or unlawful use of the Company's Services, except where such liabilities result from the Company's gross negligence, fraud, or willful default.

Any of the aforementioned actions may result in immediate termination of the trading relationship and potential legal action.

19 TRADING SIGNALS

- 19.1. The Company may, at its discretion, display and/or make available, via its Platform or any other means, trading signals (hereinafter referred to as "Signals") that are generated by a third party and not by the Company. The eligibility criteria for a Client to receive such Signals shall be determined by the Company and communicated to eligible Clients. Such criteria may be amended from time to time at the Company's sole and absolute discretion.
- 19.2. The Client acknowledges and agrees that the content of the Signals does not constitute Investment Advice, nor does it provide any personalized investment recommendations or advice in relation to trading decisions. The Company makes no representation or warranty as to the accuracy, correctness, or completeness of the information provided through such Signals.
- 19.3. The Client acknowledges that past performance, whether actual or simulated, is not indicative of future results. There may be significant discrepancies between theoretical performance and actual outcomes achieved on any trading platform. Various factors, whether related to the market generally or specific to the implementation of any Signals, may affect actual trading results. Consequently, no guarantee is made that any user of the service will or is likely to achieve specific results, and the Signals should not be relied upon as the sole factor in the Client's decision-making process.
- 19.4. The Company shall bear no liability whatsoever for any consequences arising from the Client's use of the Signals. The Client acknowledges that they are solely responsible for their trading account(s) and shall, at their sole discretion, determine whether or not to rely on the information provided through the Signals.
- 19.5. The Company shall not be held liable for any acts or omissions, including delays or non-delivery of any notifications related to Signal alerts or calendar events. Furthermore, it should not be assumed that any methods, techniques, or indicators presented via the Signals will result in profits or prevent losses.
- 19.6. The Company reserves the right, at any time and for any reason, to discontinue, alter, modify, enhance, or otherwise change the services provided through the Signals, without prior notice.

20 COSTS, PAYMENTS AND CHARGES

20.1. Charges

The Client shall pay all charges as agreed between the Client and the Company from time to time, including any fees or charges imposed by the Company or the Market Maker. A schedule of the Company's current charges is available on the Company's Trading Platform.

20.2. Additional Costs

The Client acknowledges that there may be other taxes or costs arising from trading activities that are not imposed or collected by the Company. The Client agrees and acknowledges that they are solely responsible for all tax filings, returns, and reports required by any relevant authority, whether governmental or otherwise, and for the payment of all applicable taxes, including but not limited to transfer taxes or value-added taxes, arising in connection with their trading activity with the Company. Notwithstanding the foregoing, the Company reserves the right to deduct or withhold any taxes from payments made by or to the Client, where such deduction or withholding is required by applicable laws or regulations.

20.3. Payments

All payments due to the Company under this Agreement shall be deducted from the Client's Account and shall be made in the base currency of the Client's Account.

20.4. Swap and Swap Fees

- a. Contracts for Difference (CFDs) are subject to swap fees (also referred to as rollover or overnight fees), which are the interest amounts added or deducted for holding a position open overnight. Notwithstanding that markets may be closed during weekends or public holidays; interest fees remain applicable for positions held during these periods. Accordingly, weekend rollover fees are calculated and applied as a triple swap on Wednesdays. The Company applies its own interest rates, which are based on the overnight rates provided by its liquidity providers.
- b. The swap rates may vary in size and may change at the Company's discretion in accordance with market conditions. The Company reserves the right to transfer funds between the Client's Accounts or to close any open positions on the Client's Account to settle any outstanding obligations owed by the Client to the Company.

20.5. Formulas for Calculating Swap Charges

By Interest (%) (In Asset's Base Currency):

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

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

By Points (In Asset's Quote Currency):

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

By Money in Margin Currency (In Asset's Base Currency):

CFD on Forex & Non-Forex: $\text{Swap} * \text{Lot}$

20.6. Spreads

The Client acknowledges and agrees to the following terms regarding spreads:

- i. The Company may, at its discretion, alter the spread at any time and without prior notice.
- ii. There is no limit to the extent to which spreads may widen, as the Company reserves the right to increase or decrease spreads on Financial Instruments at its sole and absolute discretion, depending on factors such as market conditions, the Client's profile, and the Client's account type.
- iii. The Client acknowledges that events, including but not limited to changes in financial markets, news announcements, political and economic events, or periods of low liquidity, may result in wider spreads. It is the Client's sole responsibility to stay informed of the prevailing spreads at all times.

20.7. Changes in Costs, Payments, and Charges

- a. The Company reserves the right to modify, at its sole discretion, any commissions, costs, charges, financing fees, and swaps by providing the Client with at least seven (7) Business Days' notice of any material changes. Such notice may be communicated via email, a pop-up on the Trading Account, a website announcement, or any other durable medium. If the Client disagrees with the changes, the Client shall have the right to terminate this Agreement immediately by sending written notice to the Company. However, if the changes are based on

alterations in interest rates, tax treatment, or other valid reasons, the Company may make such modifications without prior notice to the Client.

- b. The Company reserves the right, without prior notice, to widen variable spreads, adjust leverage, modify swap rates, and/or increase margin requirements, as well as the minimum and maximum exposure levels under certain market conditions or Client order characteristics, including but not limited to when the trading desk is closed, during fundamental market announcements, in response to liquidity changes, or during periods of extreme market volatility. In such instances, the Client agrees to indemnify the Company for any losses arising from the widening of spreads or adjustments to leverage.

20.8. Inactive and Dormant Accounts

If the Client's Trading Account remains inactive for a period of thirty (30) calendar days or more, where no trade has been executed (pending orders are not considered active), the Company, at its sole discretion, reserves the right to classify the Client's Trading Account as dormant. The Company shall have the right to impose a monthly fee on any dormant Trading Account, as follows:

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

The Inactive Trading Account fee shall apply under the following terms:

- a. If the Client has more than one (1) Trading Account and all such Trading Accounts are inactive, the Inactive Account Fee shall be charged separately for each account.
- b. If the Client has more than one (1) Trading Account and at least one (1) of such accounts is inactive, the Inactivity Fee shall apply to each inactive account.
- c. If the balance of an Inactive Trading Account is less than the prescribed amount applicable to the account's base currency, the Inactivity Fee shall equal the remaining balance in the account. The Company reserves the right to retroactively charge the Inactivity Fee for any month in which it had the right to charge but did not do so for technical reasons.

20.9. Processing Fees

At its sole discretion, the Company may charge a processing fee of fifty dollars (USD 50) for account verification.

21 REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to the Company as of the date this Agreement becomes effective and as of the date of each transaction that:

- i. If you are a natural person: You are of legal age and possess full legal capacity to enter into this Agreement.
- ii. If you are a legal entity: You are duly organized, constituted, and validly existing under the applicable laws of the jurisdiction of your incorporation.
- iii. The execution and delivery of this Agreement, the performance of all transactions contemplated herein, and the fulfillment of all obligations under this Agreement, including the authority of any natural person executing and delivering this Agreement on your behalf, have been duly authorized.
- iv. You represent and warrant that you have not been coerced or unduly influenced into entering this Agreement.
- v. There are no legal, regulatory, or other restrictions, based on your nationality or religion, on the markets or Financial Instruments in which you may execute transactions.
- vi. All actions taken under this Agreement will comply with all applicable laws and regulations in your jurisdiction of residence or any jurisdiction in which you are subject to legal obligations and will not violate any agreement by which you are bound or any legal restriction affecting your assets or funds.
- vii. You are acting as principal and not as an agent, trustee, representative, or custodian for any third party, unless the Company has specifically consented in writing to such representation and has received all necessary documentation.
- viii. All information and documents provided by you to the Company during the Account Opening process and thereafter are true, accurate, and complete, and the documents are valid and authentic.
- ix. You acknowledge and understand that before engaging in transactions involving CFDs offered by the Company, you must consider your investment objectives, risk tolerance, financial resources, and level of experience with such products. If you do not understand the associated risks or lack familiarity with such products, you should seek independent financial advice before opening a trading account with the

- Company. If after receiving such advice you still do not understand the risks, you should not open an account or, if already opened, refrain from trading.
- x. You acknowledge, understand, and accept that CFDs are leveraged products that carry a high level of risk, and you may incur losses, including the potential loss of all invested capital. By applying to open a trading account with the Company, you accept and are willing to assume these risks.
 - xi. You acknowledge that past performance and forecasts are not reliable indicators of future results.
 - xii. You have full beneficial ownership of the Account opened in your name. You will not grant access to your Account or any collateral to any third party without the prior written consent of the Company, except as necessary for the Company's access to the Account and collateral.
 - xiii. All funds deposited by you into the Account belong to you, are free from any lien, charge, pledge, or encumbrance, and have not been obtained through illegal activities. If the Company reasonably suspects a breach of this warranty, it may freeze the Account, decline orders, restrict withdrawals, close existing positions, or take any other action permitted by law. The Company shall not be liable for any loss, damage, or expense incurred by you in such circumstances.
 - xiv. You are not a Politically Exposed Person (PEP) and have no close relationship (e.g., relative or business associate) with a person who holds or has held a prominent public office within the past twelve months. If you become a PEP or enter into a relationship with such a person during the term of this Agreement, you must immediately notify the Company.
 - xv. You are neither a citizen nor a resident of a country subject to sanctions, prohibited jurisdictions, or regions where the Company does not provide services due to regulatory restrictions.
 - xvi. To the best of your knowledge, no legal proceedings are pending against you before any court, arbitration body, or governmental authority.
 - xvii. You are solely responsible for ensuring access to the necessary telecommunications networks and internet services required to use the Company's Website and Trading Platform(s). You will bear all associated access and service fees and assume all risks relating to the use and storage of information on any electronic device through which you access the Website or Trading Platform(s).
 - xviii. The Company has no obligation to contact you to provide advice or recommend actions based on changes in market conditions (including, without limitation, market disruptions). You acknowledge that trading in the Company's products is speculative and volatile, and once a transaction is executed, you are solely responsible for

- monitoring your positions and providing timely instructions. The Company does not guarantee it will be able to contact you and is not liable for any losses arising from your failure to monitor positions or provide timely instructions.
- xix. You will implement and maintain appropriate security measures to control access to your computer and protect against viruses or other harmful materials.
 - xx. You shall not use any electronic communication features of the Platform(s) for unlawful, tortious, abusive, or harassing purposes or to infringe upon another's privacy or engage in libelous, defamatory, obscene, threatening, or otherwise inappropriate conduct.
 - xxi. You agree to use the Services in good faith. Should the Company determine that you have used the Services in bad faith, it reserves the right to close your Account and retain all funds therein. You expressly waive any future claims against the Company in relation to such actions.
 - xxii. You shall not engage in any conduct or act in any way that could damage the reputation of the Company.
 - xxiii. You confirm that you have sufficient access to the internet and will regularly check the Company's website for updates, including amendments to this Agreement, changes to costs and fees, and any other relevant information concerning the risks and nature of your investments.

22 LIMITATION OF LIABILITY AND INDEMNITY

- 22.1. In the event that the Company provides any information, recommendations, news, transactional information, market commentary, research, charts, analysis, or price quotes to you (including, but not limited to, newsletters posted on the Website, emails, social media, or by any other means), the Company shall not, except in cases of fraud, willful misconduct, or gross negligence, be liable for any losses, costs, expenses, or damages incurred by you as a result of any inaccuracies or errors that may arise from such information.
- 22.2. You agree to indemnify and hold harmless the Company, its affiliates, employees, agents, successors, and assigns from and against any and all liabilities, claims, losses, damages, costs, and expenses, including reasonable attorneys' fees, incurred by the Company arising from, but not limited to, the following:
 - a. Your failure to fully and timely fulfill your obligations under this Agreement.
 - b. Any trading decisions made by you or your authorized representative.
 - c. All Orders placed using your Access Data.
 - d. Any breach of this Agreement by you.

- e. Any instance where your representations and warranties are found to be untrue or incorrect.
 - f. The Company's compliance with relevant laws and regulations, or its exercise of rights in accordance with applicable laws or this Agreement.
 - g. Acts, omissions, fraud, or negligence of any third party.
 - h. Any instructions provided to the Company by your authorized representative.
 - i. Any instructions that appear to the Company to have been given by your authorized representative.
 - j. Any acts or omissions, including negligence or fraud, on the part of you or your authorized representative.
 - k. Your reliance on certain functions such as Trailing Stop, Expert Advisor, or Stop Loss Orders.
 - l. Your engagement in social trading, where you automatically follow the orders of other traders.
 - m. Any abnormal market conditions or force majeure events.
 - n. Any delays, delivery failures, transmission failures of any order or communication, or any loss or damage resulting from the transfer of data via mobile or other communication networks outside the Company's control.
 - o. Any features, market data, or third-party content made available on the Company's website, Platform(s), emails, or other channels, which are provided on an "as is," "indicative," or "if available" basis.
 - p. You further agree to promptly pay the Company all claims, losses, damages, costs, and expenses, including reasonable attorneys' fees, incurred by the Company in enforcing any provision of this Agreement, any CFDs or other transactions hereunder, or any other agreements between you and the Company, as well as any collection efforts for amounts owed under such agreements. These expenses and losses may be withheld from your accounts or from any third-party accounts, if an investigation by the Company reveals that such third-party accounts are also linked to you.
- 22.3. The Company's cumulative liability to you shall not exceed the total fees paid by you to the Company under this Agreement in relation to the provision of the Services and use of the Platform(s).

23 NON-EXERCISE OF RIGHTS

The failure of either Party to pursue remedies for any breach, insist on strict adherence to any term or provision of this Agreement, or exercise any right or remedy to which that Party

is entitled under this Agreement shall not be construed as a waiver of any such rights or remedies.

24 FORCE MAJEURE

Force Majeure refers to unforeseeable and extraordinary events or circumstances beyond the control of the parties, such as natural disasters, system failures, political or social upheavals, sudden legal changes, epidemics, and similar events. These events may result in either a complete or partial inability to fulfill obligations agreed upon by the parties.

24.1. In the event of a Force Majeure, the Company shall not be held liable for any failure, hindrance, or delay in performance that arises directly or indirectly from circumstances beyond its control.

24.2. A Force Majeure Event includes, but is not limited to, the following:

- i. Government actions, outbreak of war or hostilities, threats of war, acts of terrorism, national emergencies, riots, civil disturbances, sabotage, requisition, or any other international calamity, economic or political crises that, in the Company's opinion, impede its ability to maintain an orderly market for one or more of the Financial Instruments on the Platform(s).
- ii. Acts of God, including earthquakes, tsunamis, hurricanes, typhoons, accidents, storms, floods, fires, epidemics, or other natural disasters that render it impossible for the Company to provide its Services.
- iii. Labor disputes or lock-outs affecting the Company's operations.
- iv. Suspension of trading on a market, liquidation or closure of any market, imposition of minimum or maximum prices for trading on a market related to the Company's Quotes, imposition of limits or special terms on trading in any such market, or regulatory bans on activities (unless caused by the Company), including decisions by state authorities, governing bodies of self-regulating organizations, or organized trading platforms.
- v. Financial services moratorium declared by regulatory authorities or any other acts or regulations by regulatory, governmental, supervisory, or supranational bodies or authorities.
- vi. Breakdown, failure, or malfunction of any electronic, network, or communication lines, provided such failure is not due to bad faith or willful misconduct by the Company.
- vii. Any event, act, or circumstance not reasonably within the Company's control where the effects are such that the Company cannot take reasonable action to address the default.

- viii. Excessive movements in the level of any transaction, Underlying Asset, or Market, or the Company's reasonable anticipation of such movements.
 - ix. Failure of any relevant supplier, financial institution, intermediary broker, liquidity provider, agent or principal, custodian, sub-custodian, dealer, exchange, clearing house, or regulatory or self-regulatory organization to perform its obligations.
- 24.3. If the Company determines, in its reasonable opinion, that a Force Majeure Event exists, it may, without prior notice and at any time, take any or all of the following actions:
- i. Amend any part of the Agreement that is no longer feasible for compliance.
 - ii. Take or refrain from taking any actions deemed reasonably appropriate given the circumstances affecting the Company, the Client, and other clients.
 - iii. Increase margin requirements.
 - iv. Increase spreads.
 - v. Decrease leverage.
 - vi. Close out, in good faith, any open positions at prices deemed reasonable by the Company.
 - vii. Cancel Client Orders and refuse to accept new Orders if the Force Majeure Event makes compliance impossible or impractical, or to prevent losses to the Client.
 - viii. Request amendments to closed positions.
 - ix. Suspend the provision of services to the Client.
 - x. Reject or delay processing of any withdrawal requests.
 - xi. Allow only close-only functionality.
 - xii. Remove or suspend any products or change any contract specifications.
- 24.4. The Company will endeavor to resume the orderly provision of services as soon as reasonably possible. If resumption is not feasible, the Company will inform you of the necessary actions to protect both your interests and the Company's, where possible.
- 24.5. The Company shall not be held responsible or liable for any losses or damages arising from any failure, interruption, or delay in performing its obligations under this Agreement due to a Force Majeure Event.

25 ACKNOWLEDGMENTS

- 25.1. You acknowledge that you have read, understood, and accepted this Agreement and all Legal Documents available on the Website. The Company reserves the right to amend or modify this Agreement at its sole discretion at any time and without prior

notice. Such amendments shall be published on the Website, and it is your responsibility to review these updates regularly and familiarize yourself with them. Continued use of the services or execution of transactions after such amendments have taken effect constitutes acceptance of the revised terms.

- 25.2. You acknowledge that your relationship with the Company shall be governed by the terms and conditions of this Agreement and all Legal Documents available on the Company's Website.
- 25.3. You acknowledge that any market recommendations and information provided by the Company do not constitute financial advice, personal recommendations, invitations to trade, solicitations, or offers to buy or sell Contracts. While such information may be based on data from reputable sources and third-party market analysis providers, the Company does not guarantee that the information is complete, accurate, or non-misleading. The Company makes no representation, warranty, or guarantee regarding the accuracy or completeness of any information or recommendations provided.
- 25.4. You acknowledge that the Company's official language is English.
- 25.5. You acknowledge that the Company may change the specifications of your Account without prior notice. Such changes will be posted on the Company's Website, and it is your sole responsibility to check the Website regularly to stay informed about any modifications.

26 SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, illegal, or in violation of any rule, regulation, or bylaw of any market or regulatory authority, such provision shall be deemed to be excluded from this Agreement from its inception. The Agreement shall then be construed and enforced as if the excluded provision had never been included. The remaining provisions of this Agreement shall remain in full force and effect, and the legality or enforceability of any such provision in accordance with the laws and regulations of any other jurisdiction shall not be affected.

27 ASSIGNMENT

- 27.1. The Company reserves the right to sell, transfer, assign, or novate, in whole or in part, any or all of its rights, benefits, or obligations under this Agreement, including the performance of the entire Agreement, to a third party, provided that it gives the Client fifteen (15) Business Days' prior written notice. This right may be exercised without limitation in circumstances including, but not limited to, a merger or acquisition of the Company, a reorganization of the Company, the winding up of the Company, the

lapse of the Company's investment firm license, or the sale or transfer of all or part of the Company's business or assets to a third party.

- 27.2. In the event of any transfer, assignment, or novation as described in Section 27.1, the Company shall have the right to disclose and/or transfer all Client Information, which includes, but is not limited to, personal data, recordings, correspondence, due diligence and client identification documents, files, records, and Client trading history. Additionally, the Company may transfer the Client Account and Client Money as required, provided that it gives the Client seven (7) Business Days' prior written notice.
- 27.3. The Client may object to the provisions outlined in Sections 27.1 and 27.2 by providing written notice requesting termination of this Agreement. In such an event, the Company will close the Client's Account.

28 INDUCEMENTS

- 28.1. The Company may, in its discretion, pay or receive fees, commissions, or other benefits to or from third parties, provided that such benefits are intended to enhance the quality of services provided to the Client and do not compromise the Company's obligation to act in the Client's best interests.
- 28.2. Any fee, commission, or non-monetary benefit shall only be paid or received if:
- It is justified by the provision of additional or enhanced services relevant to the Client.
 - It does not result in a direct benefit to the recipient firm without providing a tangible benefit to the Client.

29 CONFLICT OF INTEREST

The Company, its affiliates, and any associated individuals or entities may have interests, relationships, or arrangements that are material with respect to any transaction, contract, or service provided under this Agreement. Conflicts of interest may arise when the interests of the Company compete with or appear to compete with or interfere with your interests under this Agreement.

You acknowledge and agree that such conflicts may occur. In such cases, the Company will undertake reasonable measures to identify and manage conflicts of interest that may arise between the Company, including its managers, employees, affiliates, or any other parties with a direct or indirect control relationship, and its clients, or between different Clients. The Company is committed to mitigating and controlling such conflicts in a responsible and effective manner.

An authorized Financial Services Provider (FSP) licensed by the Financial Sector Conduct Authority (FSCA) under license number 53871.

Registered Address is: The Launch Pad, 180 Lancaster Road, Dobson, Cape Town, Western Cape, 7140.



If any conflicts of interest cannot be effectively mitigated, the Company will disclose the nature and/or source of such conflicts.

30 COMPLAINTS AND DISPUTES

To report a complaint, you are required to send an email to info@tradeft.com. The Company will endeavor to address and resolve the complaint promptly and in accordance with the Company's Complaints Policy, which was provided during the onboarding process along with the Application Form or is available on the Website.

31 COMMUNICATION

You shall be able to contact the Company during its regular business hours. Unless otherwise stipulated, all notices, instructions, and other communications from the Company to you under this Agreement shall be directed to the address, telephone number, or email address provided by you. Similarly, all notices, instructions, and communications from you to the Company under this Agreement shall be made either orally or in writing via email or through the message form available on the Company's [website](#).

You are obligated to promptly notify the Company of any changes to your contact details. The Company shall not be held liable for any loss or failure to receive important notices if such notices are sent to your last known contact details, and you have not informed the Company of any change.

32 RECORDING OF COMMUNICATIONS

- 32.1. The Company is obligated to maintain records of all communications between itself and the Client. Accordingly, we shall keep comprehensive records of all services and activities provided, as well as all transactions executed. This includes the recording of all communications, such as incoming and outgoing telephone conversations, emails, and other electronic communications related to transactions. Furthermore, we will also record any other communications, regardless of their relation to transactions. The Company reserves the right to utilize these records as deemed necessary, including, but not limited to, for dispute resolution purposes.
- 32.2. We will retain copies of all records for such duration as required by applicable laws and regulations, commencing from the date the record is created. The Client has the right to request, in writing, a copy of any recorded communications.

- 32.3. All records are stored by the Company on a durable medium that prevents alteration or deletion of the original version. We may provide copies of such recordings to competent authorities upon their request to meet our regulatory obligations.
- 32.4. The Client acknowledges and consents to being notified in advance regarding the recording of telephone conversations, electronic communications, and personal data.

33 AUTHORIZED REPRESENTATIVE

- 33.1. The Company may, under certain circumstances, accept an Authorized Representative appointed by the Client to place Orders with the Company or to manage any other matters related to the Client's Account or this Agreement. Such appointment must be notified to the Company in writing, and the Authorized Representative must meet the Company's requirements and be approved by the Company.
- 33.2. In the absence of a written notification from the Client terminating the appointment of the Authorized Representative, the Company reserves the right to continue accepting Orders and/or other instructions from the Authorized Representative on behalf of the Client. The Client acknowledges that such Orders and instructions will be deemed valid and binding.
- 33.3. Any written notification for the termination of the Authorized Representative's appointment must be provided to the Company with at least five (5) Business Days' notice prior to the effective date of termination.
- 33.4. The Company retains the right, but not the obligation, to refuse to accept Orders and/or other instructions from the Authorized Representative in any of the following circumstances:
 - a. An Event of Default has occurred.
 - b. To ensure adherence to relevant market rules and practices, Applicable Regulations, or other applicable laws.
 - c. If the Order indicates potential abusive trading practices.

34 ADVERTISING- NO ADVISORY

34.1. Marketing

The Company, along with its Affiliates, Partners, and/or Agents, may employ various forms of marketing which may appear on the Company's website, social media platforms, websites of Affiliates, via email, through events or promotions, or by other means. You acknowledge and agree that:

An authorized Financial Services Provider (FSP) licensed by the Financial Sector Conduct Authority (FSCA) under license number 53871.

Registered Address is: The Launch Pad, 180 Lancaster Road, Dobson, Cape Town, Western Cape, 7140.

- a. The Company, its Affiliates, Partners, and/or Agents make no representations, warranties, or guarantees regarding the accuracy, correctness, or completeness of any information provided in these marketing materials.
- b. The information provided is solely for marketing, educational, and/or informational purposes and does not constitute, nor is it intended to constitute, any form of advice, investment advice, or unsolicited financial promotions. You are responsible for making your own investment decisions, and the outcome of those decisions rests solely with you.

34.2. Incidental Information and Investment Research

When the Company provides generic trading recommendations, market commentary, or other information:

- a. Such information is incidental to your dealings with us and is provided solely to assist you in making your own investment decisions; it does not constitute advice.
- b. If information is provided in a document with restrictions on the intended recipients, you agree not to share it with any unauthorized person or category of persons.
- c. The Company makes no representations, warranties, or guarantees regarding the accuracy or completeness of such information, nor concerning the tax implications of any transaction.
- d. You accept that the Company may have acted upon or used the information prior to its dispatch. We do not guarantee that you will receive such information simultaneously with other clients.
- e. All charts, graphs, prices, market behaviors, and/or performance data provided by us are indicative and may not reflect actual results. Should you choose to act on this information, you do so at your own discretion and risk.

34.3. Own Judgment and Suitability

Without affecting our obligations under this Agreement, you represent that you are solely responsible for conducting your own independent assessment and investigation into the risks associated with any transaction. You represent that you possess adequate knowledge, market sophistication, professional advice, and experience to evaluate the merits and risks involved in your investment decisions and that you have reviewed and accepted the Risk Disclosure available on our website. The Company provides no guarantee regarding the suitability of the products traded under this Agreement and assumes no fiduciary duty in relation to you.

35 INTRODUCING BROKERS

- 35.1. In instances where the Client is introduced to the Company through a third party such as an Introducing Broker, associate, or affiliate (hereinafter referred to as "Introducer"), the Client acknowledges that the Company is not responsible or liable for the actions or representations of the Introducer. The Company is not bound by any agreements or arrangements made between the Client and the Introducer. The relationship between the Company and the Introducer is entirely independent and does not constitute a joint venture or partnership. The Introducer is not an agent or employee of the Company.
- 35.2. The Client acknowledges that the Introducer acts solely as an independent intermediary. The Introducer is not authorized to make any representations on behalf of the Company or its services, nor to assume any obligations in the name of the Company. Specifically, the Introducer is not authorized to bind the Company in any manner, offer credit in the Company's name, provide guarantees against losses, dispense investment services, offer legal, investment, or tax advice on behalf of the Company, or collect funds from clients. Introducers are prohibited from providing advice or disseminating misleading or inaccurate information regarding the Company's services, whether such information is provided in written or oral form. Although the Company maintains stringent controls to oversee Introducers, the Client acknowledges that the Company does not endorse or verify the accuracy of information provided by any Introducer.
- 35.3. The Client acknowledges and agrees that, in cases where an Introducer has facilitated their introduction to the Company, certain information concerning the Client's personal and/or trading data may be disclosed to the Introducer.

36 BONUS & PROMOTIONS

- 36.1. The Company may, from time to time, offer various Bonus Programs, each with distinct characteristics, criteria, and requirements. It is strongly recommended that you review the specifics of each Bonus Program thoroughly and ensure that you understand and agree with the Terms and Conditions applicable to each promotion.
- 36.2. Acceptance of Terms

The Terms and Conditions of any Bonus or Promotion offered by the Company will be provided to the Client prior to participation. By engaging in such a Promotion, you automatically accept and agree to the Terms and Conditions associated with that Promotion.



36.3. Modification and Revocation

The Company reserves the right to modify or revoke any Bonus Program or Promotion at its sole discretion and without prior notice.