

Client Agreement

Instead of Introduction

1. Regulations on the provision of services by “Kabwohe Omukace OÜ” (hereinafter referred to as "the Company")(operating under the trading name “TradeStap”), whose registered office is at Rävåla pst 8, 10143, Tallinn linn, Harju maakond, Eesti Vabariik, is registered as Corporation under Entity Number 14789250.
2. This Client Agreement together with the provisions of the, Summary of Conflicts of Interest Policy, Order Execution Policy, Risk Disclosure Notice, Complaints Handling Policy (as amended from time to time) are referred to as the "Agreement", which can be found on our Website **указать сайт**
3. This Client Agreement is a distance contract and should not be signed.
4. Accepting this Client Agreement acknowledges that English is our official language. If there is a discrepancy between any documents or information in a language other than English and the same in English, the English documentation and information will take precedence.
5. The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company unless the additional Agreement is for specific services. The said Agreement shall be interpreted as supplementary to this Agreement. In case of variance, the terms and conditions of this Agreement shall prevail unless otherwise expressly agreed in writing.
6. If you have objections to any part of this Client Agreement and/or If you do not agree to be bound by this Client Agreement or any part of it, do not access and/or use our online trading facility in any way and, please, inform us via e-mail immediately.

7. The TradeName TradeStap and the domain name **указать сайт** is owned by the Company. The Company may also register and operate other websites mainly for promotional and marketing purposes in languages other than English.

Chapter A: Terms & Definitions

Access Codes unless the context of this Agreement requires otherwise, means username and set a password for accessing your user profile in our client portal.

Access Device unless the context of this Agreement requires otherwise, refers to the Client's computer system, mobile phone, tablet, and/or any other electronic device used to access the Platform by the Client.

Account or Client or unless the context of this Agreement requires otherwise, means trading account created by the Client on the Company's **Trading Account or** Platform or personal account on the website **указать сайт** for trading on financial instruments.

Account Balance unless the context of this Agreement requires otherwise, means the total amount of money available in a financial account after all the debits and credits have been calculated.

Account Currency or unless the context of this Agreement requires otherwise, refers to the currency in which the Trading Account is denominated. It may be cryptocurrencies or any other currency that the Company may offer from time to time and that the Client prefers.

Balance Currency or all fees will be calculated in that currency, including spreads, commissions, and swaps.

Affiliate unless the context of this Agreement requires otherwise, refers to any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such company or person.

Agreement unless the context of this Agreement requires otherwise, means this "Client Agreement" and any ancillary documents referred to herein, as updated from time to time: "Conflicts of Interest Policy", "Order Execution Policy", and "Risk Disclosure Notice", Anti-Money Laundering ("AML") & Know Your Customer ("KYC") unless the context of this Agreement requires otherwise, refers to any legal requirements for identifying and verifying the Client's identity and the source of your wealth, to reduce the danger of banks and companies being used as vehicles for financial crime.

Applicable law and regulations unless the context of this Agreement requires otherwise, means

- (a) Rules of a relevant regulatory authority with jurisdiction over the Company;
- (b) Rules, Regulations, market customs, and market practices in effect in the particular market; and
- (c) applicable acts issued by public and corporate institutions, market operators, clearing houses, or other market participants on the basis of the laws, regulations, customs, and practices mentioned in points a-c, in particular resolutions, statutes, decisions, and other documents; and
- (d) all other applicable laws, rules and regulations.

Application Form or Client, Application Form or Client, Registration Form unless the context of this Agreement requires otherwise, refers to the Client's completed application form/questionnaire to apply for the Company's Services and opening of a Client Account under this Agreement.

Ask unless the context of this Agreement requires otherwise, refers to the higher price in a Quote at which a Client can buy (go long) a Financial Instrument on our Platform.

Balance unless the context of this Agreement requires otherwise, refers to the funds in an Account that can be used to trade financial instruments.

Base Currency unless the context of this Agreement requires otherwise, means the first currency in the quotation, for example, cryptocurrencies pair.

Bid unless the context of this Agreement requires otherwise, refers to the lower price in a Quote at which a Client can sell (go short) a Financial Instrument on our Platform.

Business day unless the context of this Agreement requires otherwise, means any day that is not a Saturday, Sunday, or a public holiday, as well as any other holiday that the Company may declare on its website.

Buy unless the context of this Agreement requires otherwise, means one of the ways to enter into Transaction. Means making a buy Transaction or buying at the Company's quote price.

Client unless the context of this Agreement requires otherwise, refers to a natural person, a legal person, or an organizational entity without legal personality with whom the Company enters into a legally binding agreement and agrees to perform services as described here.

Closed Position unless the context of this Agreement requires otherwise, is opposite to the Open Position.

Company Kabwohe Omukace OÜ

Contract for Differences unless the context of this Agreement requires otherwise, means an agreement between a 'buyer' and a 'seller' to swap the difference between an underlying asset's current price and its price when the contract is closed. You will get or pay the difference between the closing and opening values of the CFD and/or its Underlying Asset when the contract is concluded. You will get a payment if the difference is positive. If the difference is negative, you will lose the amount you have invested.

Contract Specifications unless the context of this Agreement requires otherwise, means the rules or other trading protocols, including specifications for any Contract, as approved, amended, augmented, or otherwise updated by the Exchange from time to time

Currency Pair unless the context of this Agreement requires otherwise, means the object of a Transaction based on the change in the value of one currency against the other.

Electronic Trading Services unless the context of this Agreement requires otherwise, means any electronic services (along with any related software or application) that we grant you access to or make available to you through whatever means we offer, including without limitation trading, direct market access order routing, or information services that we grant you access to or make available to you either directly or through a third party service provider, and that you use to view information and/or issue Instructions to Trade, and 'Electronic Trading Service' means any one of those services.

Equity unless the context of this Agreement requires otherwise, is defined as the balance plus or minus any Floating Profit or Loss resulting from an Open Position, and is calculated as follows:

Equity = Balance – Floating Loss + Floating Profit.

Expert Advisor unless the context of this Agreement requires otherwise, refers to an automated online trading system designed to automate trading activities on an electronic trading platform, such as the Company's Trading Platform, is referred to as an expert advisor. It can be configured to notify the Client of a trading opportunity and to trade his Trading Account automatically, handling all parts of trading operations from sending orders straight to the Trading Platform to automatically setting stop loss, Trailing Stops, and take profit levels.

Financial Instruments unless the context of this Agreement requires otherwise, refers to any of the financial instruments offered by the Company and which are defined as such under applicable Law or Regulation.

Refers to any Currency Pair, Precious Metal, Commodity, Index, Equity for which we offer to deal in Transactions.

Floating Profit/Loss unless the context of this Agreement requires otherwise, refers to the current profit/loss on Open Positions based on current Quotes (added any charges or fees if applicable).

Force Majeure Event unless the context of this Agreement requires otherwise, refers to when and to the extent that any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, telecommunications failures, no Party shall be liable or responsible to the other Party, nor shall any Party be deemed to have defaulted under or breached this Agreement. (a) natural disasters; (b) floods, fires, earthquakes, or explosions; (c) war, invasion, hostilities (whether declared or not), terrorist threats or acts, riots, or other forms of civil unrest; (d) government directive or law; (e) actions, sanctions or blockades in effect on or after the date of this Agreement; (f) activity by any governmental administration; (g) national or restricted emergency; (h) strikes, labor bottlenecks or decelerations or other industrial troubles; (i) epidemic, pandemic or similar influenza or bacterial disease; (j) emergency condition; (k) and (m) other similar events beyond the reasonable control of the Impacted Party.

Free Margin unless the context of this Agreement requires otherwise, refers to the available amount of money in the Client Trading Account that is not being utilized as a guarantee and can be used to start or maintain an Open Position.

The formula for calculating free margin is (Free Margin = Equity– Necessary Margin).

Initial Margin unless the context of this Agreement requires otherwise, refers to the minimum amount of money in your Trading Account required to open a Transaction, as defined on the Trading Platform for each specific Underlying Asset from time to time.

Leverage unless the context of this Agreement requires otherwise, means a trading strategy that allows you to increase your exposure to a Financial Instrument without having to invest the entire amount of money required to purchase the physical instrument. You simply need to put down a fraction of the total value of your position when trading using leverage. Profits and losses are calculated based on the overall size of the position, thus the final profit or loss from a trade might be much greater than the initial investment

Limit Order unless the context of this Agreement requires otherwise, means an order to buy or sell a certain Instrument at a set price limit or better.

Long Position unless the context of this Agreement requires otherwise, means a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

Lot unless the context of this Agreement requires otherwise, refers to a unit for calculating the Transaction amount for each CFD's Underlying Asset.

Market unless the context of this Agreement requires otherwise, refers to the market in which Financial Instruments are traded.

Margin unless the context of this Agreement requires otherwise, refers to the required funds that a Client will need to Open Position.

Margin Level unless the context of this Agreement requires otherwise, means the percentage Equity to Necessary Margin ratio. It is calculated as $(\text{Equity} / \text{Necessary Margin}) * 100\%$.

Necessary Margin or Margin requirement unless the context of this Agreement requires otherwise, means the necessary margin required by the Company so as to maintain Open Positions.

Open Position unless the context of this Agreement requires otherwise, refers to transactions on financial instruments that have not yet been closed.

Order unless the context of this Agreement requires otherwise, means a Client's request to trade Financial Instruments on the Company's Platform or any order that we support or the applicable Exchange that we make available to you.

Parties unless the context of this Agreement requires otherwise, means the parties to this Client Agreement (the Company and the Client).

Pending Order unless the context of this Agreement requires otherwise, means an instruction from the Client to the Company to open a position once the price has reached the level of the Order. Refers to Buy Limit, Buy Stop, Sell Limit and Sell Stop order

Platform unless the context of this Agreement requires otherwise, refers to the electronic mechanism operated and maintained by the Company, which includes a trading platform, computer devices, software, databases, telecommunication hardware, programs, and technical facilities for the Client's trading activity in Financial Instruments via the Client's Account. It

is accepted that based on the Financial Instrument, the Company may operate alternative Platforms.

Quote unless the context of this Agreement requires otherwise, refers

to current pricing information for a certain Underlying Asset in the form of Bid and Ask prices.

Quote Currency unless the context of this Agreement requires otherwise, refers to the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

Scalping unless the context of this Agreement requires otherwise, refers to the situation when a client opens too many CFD positions at once and closes them in less than two minutes, or when a client buys at Bid and sells at Ask in order to profit from the Bid/Ask differential.

Slippage unless the context of this Agreement requires otherwise, refers to the difference between a CFD transaction's quoted or desired price and the price at which the transaction was actually executed. Because the particular price requested by the Client may not be available when an Order is offered for execution, the Order will be executed close to, or a few pips away from the Client's requested price. Positive slippage occurs when the execution price is higher than the price requested by the Client. Negative slippage occurs when the executed price is lower than the price requested by the Client. Slippage is common at times of higher volatility, making it difficult to place a market order at a specified price, or when large Orders are placed because there may not be enough liquidity at the intended price level to keep the expected transaction price.

Spread unless the context of this Agreement requires otherwise, refers to the difference between the bid price and ask price of the particular Financial Instrument.

Stop Loss unless the context of this Agreement requires otherwise, refers to closing a previously established position at a price that is less beneficial for the Client than the current price at the time of order placement.

Swap Rollover or unless the context of this Agreement requires otherwise, refers to the amount of interest added or subtracted to Client's account when the Client hold a Position in certain contracts overnight and including non-business days; (rolling over (transfer) of an open position to the next day)

Swap Free Accounts unless the context of this Agreement requires otherwise, refers to the accounts available to clients who practice Islam. Muslims are banned from taking or providing interests from any form of

activity under Islamic law. Islamic accounts are also referred to as swap-free accounts since they do not allow for swap or rollover interest on overnight positions, which is prohibited by Islamic law.

Take Profit unless the context of this Agreement requires otherwise, refers

to expectations to close a previously opened position at a quote more profitable for the Client than the current quote at the moment of an order placement.

Trade unless the context of this Agreement requires otherwise, signifies that you have made or will make a purchase or a sale.

Trailing Stop unless the context of this Agreement requires otherwise, refers to a stop-loss order for a long position in Financial Instruments that is set at a percentage level below the market price. As the price swings, the trailing stop price is changed. With a "trailing" amount, a sell trailing stop order sets the stop price at a specified amount below the market price. When the market price rises, the stop price rises by the trailing amount; however, if the pair price falls, the stop-loss price remains unchanged, and a market order is issued when the stop price is reached.

Transaction unless the context of this Agreement requires otherwise, means any type of transaction performed in the Client's account including deposits, withdrawals etc.

Underlying Asset unless the context of this Agreement requires otherwise, means the object from the value of which a derivative Financial Instrument derives its value. More specifically, for CFDs it refers to the asset that the CFD quotes or bases its valuation on, which may be Currency Pairs, Forwards, Futures, Options, Metals, Equities, Equity Indices, Commodities or as determined by the Company from time to time and made available on the Platform or the Website.

Website unless the context of this Agreement requires otherwise, means the Company's website at **указать сайт** or any other website as the Company may maintain from time to time.

Chapter B: An Agreement

1. If you are accepted as a client, this Agreement, as well as the provisions of the Privacy Policy, Risk Disclosure Statement, Conflicts of Interest Policy, Complaints Handling Policy, Order Execution Policy, and (as revised from time to time, and together referred hereafter "the Policies") which can be found on our Website will govern your relationship with us.

2. This Agreement, as well as any other documents we have provided or will provide to you in the future, should be read carefully. If there is a conflict between this Agreement and the Policies, the Agreement will take precedence.

Commencement and Duration

3. The Client Agreement will take effect on the date that the client accepts the agreement via **указать сайт** website.

4. Where the Agreement has not been canceled, it shall remain in force until it is terminated in line with the terms of the Agreement.

Amendment of the Agreement

5. We reserve the right to make any changes to the current Agreement, and you will be notified of any such changes via the Company website. The Company will provide you 48 hours from the time the notice is sent to decide whether or not you want to proceed under the amended Agreement. You are supposed to have provided permission to apply the revised Agreement upon the expiration of these 48 Hours.

6. If you disagree with the amended Agreement, you must contact the Company via email within 48 hours prior to the expiration of the 48-hour period, clearly declare that you no longer intend to be a Client of the Company, and stop using the Services. If you submit the notice of disagreement mentioned above, you will be prompted to close any open positions before the 48-hour period expires. If you do not comply, we reserve the right to automatically close all of your positions once the 48-hour period has expired. We will handle the termination of your Account and any related issues following the terms of this Agreement and the Applicable Regulations.

Termination and The Results of Termination

7. Without prejudice to the Company's right under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement by giving at least ten (10) Business Days Written Notice to the other Party.

8. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereinafter.

9. Before the termination date, and once notice of termination of this Agreement has been sent:

- The Client will be required to close all of his or her open positions. If the Client fails to do so, the Company will close any remaining Open Positions upon termination.
- The Company may refuse to offer the Client access to the Platform or limit the features that the Client is permitted to use on the Platform.
- The Company reserves the right to refuse new Orders from the Client;
- If the Client violates any of the conditions of this Agreement, and/or if any regulatory authority demands that the Company terminate the Account immediately, the Company reserves the right to cancel this Agreement immediately and without notice. Any of the Client's responsibilities will continue to exist even if the Agreement is terminated. In this case, the

Company carries no responsibility for any losses incurred by the Client as a result of the termination.

10. Upon Termination any or all the following may apply:

- The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;

The Company has the right to close the Client Account(s);

- The Company has the right to convert any currency;
- The Company has the right to close out the Client's Open Positions;
- In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

11. If the Client violates any of the conditions of this Agreement, and/or if any regulatory authority requests that the Company terminate the Account immediately, the Company reserves the right to cancel this Agreement immediately and without notice.

Chapter C: Our Services

12. In compliance with the terms of our license and/or any applicable regulations, we provide the following investment and related services:

- Reception and Transmission of Orders for execution to another entity or Execution of Orders as principal to principal on an own account basis;
- Provide safekeeping and administration of Financial Instruments for the account of Client, including custodianship and related services such as: cash/collateral management;
- Foreign currency services provided they are associated with the provision of the reception and transmission service;
- Provide Portfolio Management in assisting Clients in managing their funds;
- Grant credits or loans to a client (as and if applicable) to allow the Client to carry out a Transaction in one or more Financial Instruments, where the Company is involved in the aforesaid Transaction.

13. This Client Agreement regulates the provision of services relating to CFD trading from the Company to you. Our services relevant to CFD trading are suggested on an execution-only basis, whereby we provide access to trading to a number of such instruments, as these are made available through the Company website.

14. The Client acknowledges that the Company may provide education material and/or seminars/and or webinars of trading to the Clients.

15. The Company's services are not available where they are illegal to use, and the Company reserves the right to refuse and/or cancel services to anyone at its own discretion in order to protect its legitimate interests.

Chapter D: Appropriateness Assessment

16. In accordance with the applicable rules and regulations, the Company will perform an Appropriateness Test in order to assess and determine whether a prospective Client possesses the necessary knowledge and/or experience to understand the risks associated with the Company's products and/or investment services offered or demanded, allowing the Company to determine whether the investment service or product envisaged is appropriate for the Client and to act accordingly. To determine the appropriateness of a Client, the Company has implemented a risk scoring matrix.

17. The Company will gather information about the Client's knowledge and experience, financial situation, source of funds, financial commitments, and investing objectives, among other things. Depending on the Client's personal circumstances, needs, specific requirements, and the type of the investment service/product requested, the amount of information to be obtained from them may vary. Unless the Company is aware that the information provided by its Clients or potential Clients is obviously out of date, inaccurate, or incomplete, the Company is authorized to rely on the information provided by the Client.

18. The Company shall perform the Appropriateness test, where applicable, to assess whether the requested product or investment service is appropriate for the Client in question and on the basis of the information the Client has provided to us. As such, the Company has no responsibility whatsoever towards the Client if the outcome of the assessment is incorrect and/or not reflective of the Client's profile. If the Company determines that the requested investment services or financial instruments are not appropriate for the Client's level of knowledge and/or experience, it warns the Client accordingly. If the Client wants to proceed to open the account and trade then it's at the Company's sole discretion to accept the opening of the account or to refuse.

19. You are warned that if you elect not to provide the Company with the requested information or you provide us with insufficient information, the Company may be unable to determine whether the financial instrument or investment service is appropriate for you and may therefore decline your application to open a Trading Account.

Chapter E: Trading Account

20. You will generate a username and password for accessing your user profile in our client portal (the 'Access Codes') to begin the account application process, after which you will be requested to validate your email address. You will then be required to complete the remaining steps in order to open your Account.

21. To use the Company's Services, Products, and Trading Platform (s), the Client must complete the Company's Application Form and provide the Company with personal information, financial profile, knowledge, experience, and the necessary identification documents as Registration Data.

22. If the Client registers on our website to receive our services, the Company will ask the Client to produce specific identity documents in order to accept the opening of a trading account, as determined by the Company's internal procedures.

23. After each Client completes and submits the Company's Online Application Form, together with all required documentation, the Company will perform all internal controls, including verification of the Client's identity, anti-money laundering, and customer appropriateness tests, and will notify the Client whether or not he or she has been accepted as a Client. The Client Agreement, including its terms and conditions, will take effect when the Client gets information from the Company about approving as a client and that a Customer Trading Account has been created and activated.

24. It is acknowledged that the Company is not obligated to accept any individual as a Client until all essential documents have been received and completed correctly and entirely by such person and all internal Company controls have been completed to the satisfaction of the Company. It is also acknowledged that the Company retains the right to set additional due diligence criteria to accept Client(s) from specific countries.

25. The Client must validate his account within 5 (five) business days of receiving it (the "Verification Period"). Clients will not be able to place orders until their accounts have been validated. The Company retains the right to require extra enhanced due diligence, identification, and/or documentation.

26. If the Client fails to provide the necessary information and/or documentation for verification by the end of the 5th (fifth) business day

following the initial contact with the Company, the Company will automatically terminate the relationship with the Client. It is understood that bank and/or card fees may apply, which the Client will be responsible for.

Chapter F: The Terms of Use Our Platform and Intellectual Property

The Terms of Use Our Platform

27. You will be able to download and install (where applicable) the Company's Platform, or use a web-based version of the Platform (where available) once you have completed your account registration, and you must ensure that you can access and operate our Platform through your device (s). Your Access Codes must be kept private and secure at all times.

28. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

29. The Company will keep the trading Platform and any other relevant systems up to date. The Company and/or any relevant third party may execute this maintenance on a regular basis, which may include shutting down, restarting, and/or refreshing the servers to ensure, or procure, the Software's effective and efficient operation. Because these actions may cause the Software to become inaccessible and/or inoperative for a period of time, the Client agrees that the Company is not liable for any loss, including financial loss and/or loss of opportunity, resulting from maintenance and/or any action or omission by the Company and/or the third-party software provider.

30. Taking any of the following acts in respect to the Platform is strictly banned by the Client:

- a) Use any software that performs artificial intelligence analysis on the Company's systems and/or Platform;
- b) Intercept, monitor, damage, or modify any communication that is not intended for him;
- c) Use any type of spider, virus, worm, Trojan-horse, time bomb, or any other codes or instructions that are designed to distort, delete, damage, or disassemble the Company's Platform, the communication system, or any other system of the Company;
- d) Send any unsolicited commercial message that is prohibited by Applicable Regulations or other law;

e) Perform any action that could potentially allow irregular or unauthorized access or use of the Platform or systems;

f) Unlawfully access or attempt to gain access to, reverse engineer, or otherwise circumvent any security measures that the Company has applied to the Platform or its systems.

Intellectual Property

31. The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights.

32. The Client agrees not to remove any copyright notices or other signs of protected intellectual property rights from materials printed or downloaded from the website. The Client will not receive any intellectual property rights in, or any right or license to use, such content or the website. The Client also agrees not to imitate, record, edit, modify or remove any of the Company's website's materials. This includes, but is not limited to, not removing, editing, or otherwise interfering with (or attempting to remove, edit, or otherwise interfere with) any name, marks, logos, or branding on the Company's website.

Chapter G: Security, authenticity and access

33. The Client agrees to keep secret and not to disclose his Access Data or Client Account number to any third person.

34. If, under any circumstances, the Client reveals their Access Codes to any person, whether intentionally or unintentionally, the Company shall bear no responsibility for any loss that may arise, including, but not limited to financial and/or loss of opportunity due to your actions and/or omissions.

35. If the Client knows or suspects that his Access Data or Client Account number has or may have been revealed to an unauthorized person, the Client agrees to contact the Company immediately. After that, the Company will take efforts to prevent such Access Data from being used again and will issue replacement Access Data. Until the Client receives the updated Access Data, he will be unable to place any Orders. When electronic addresses, electronic communication, personal data, Access Data, and Client Account numbers are transmitted between the parties or any other party, the Client accepts that the Company is unable to identify any instances where a person other than the

Client or their Authorized Representative (where applicable) gained access to their Software or information, including electronic addresses, electronic communication, personal data, Access Data, and Client Account number.

36. The Client agrees that he will cooperate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data or Client Account number.

37. The Company reserves the right to initiate additional checks and/or request additional documentation from the Client before they are allowed to resume any activity with the Company if the Client has not carried out any activity and/or transactions for more than two months.

Chapter H: Execution of Orders

38. The Client may place Orders on the Platform(s) by using his Access Data issued by the Company for that purpose and provided all the Essential Details are given.

39. It is the Client's responsibility to make the necessary amendments if information has not been transmitted to the Company via approved means, or if the Client has misinterpreted any instruction and/or information, and the Company will bear no responsibility for any loss, be it financial or of opportunity in connection to said instruction.

40. Orders are carried out in accordance with the Client's Order Execution Policy. The execution will be done on an own account basis by the Company acting as principal to principal, depending on the kind of Client Account.

41. The Company will take reasonable efforts to execute an Order, but it is agreed and understood that transmission or execution may not always be possible due to factors beyond the Company's control.

42. The Company bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent by the Company to the Client.

43. The Client understands and agrees that the Company may, at any time and at its sole discretion, add, remove, or suspend any Financial Instrument, on any type of Underlying Asset or Market, from the Platform. This could happen as a result of an asset transformation event or if no Client Positions are held in a particular Financial Instrument at the time, or at any other time the Company deems necessary in light of market conditions.

44. Orders may be placed during the Company's normal trading hours, published

on its website, as updated from time to time. During business hours, the Client may communicate with the Company in any of the languages offered on the Company's website for support and any instructions other than orders.

45. To place an online order, go to the Markets Watch window and select "New Order" for the relevant market. You'll be sent to a new window where

you can specify the order (lot) size. If you have sufficient funds in your account, the order will be filled after you click OK.

46. You must go to the "Settings" menu and select "View and Edit" to use one-click trading. The "One-Click Trading" box should be checked. You can visit the Markets window and enter the order (lot) size to place an online order with one-click trading. If you have sufficient funds in your account, the order will be filled quickly after you click the BUY/SELL button.

47. Orders might fail for a variety of reasons, including sharp (abrupt) prices changing, an insufficient margin, an unclear lot size, or unexpected technical difficulties.

48. The Company offers adequate reporting on the Client's Orders. As a result, the Company will provide the Client with online access to his Client Account via the Platform(s) he uses, providing him with adequate information to comply with Rules regarding client reporting requirements. The Client acknowledges and agrees that such reports are deemed to be reports delivered to the Client in a durable medium by the Company.

49. If the Client has reason to suspect that the report is incorrect or that he did not get a report when he was supposed to, the Client must notify the Company within 5 business days of the date the Order was sent or should have been sent (in the event that a Confirmation was not sent). If the Client does not raise any complaints within this time, the content is regarded acceptable by him and is conclusive.

Chapter I: Decline of Client's Orders

50. Without limiting any other provisions herein, the Company may restrict the Client's trading activity, cancel Orders, decline or refuse to transmit or execute any Order of the Client at any time and without giving the Client any notice or explanation, and the Client has no right to claim any damages, specific performance, or compensation from the Company in any of the following cases:

- a) Internet connection or communications are disrupted.
- b) In consequence of request by regulatory or supervisory authorities or a court order or antifraud or anti-money laundering authorities.
- c) Where the legality or genuineness of the Order is under doubt.
- d) A Force Majeure Event has occurred.
- e) In an Event of Default of the Client.
- f) The Company has sent a notice of Termination of the Agreement to the Client.
- g) The system of the Company rejects the Order due to trading limits imposed.
- h) Under abnormal market conditions.

- i) The Client does not hold adequate funds in his Balance for the specific Order.
- j) If the order aims at manipulating the market of the underlying financial instrument.
- k) If the order contributes to the legalization of proceeds from illegal activities such as money laundering, terrorist financing, fraud and/or any other illegal activities.
- l) If the order is a result of the use of inside information.
- m) If we believe, in our sole judgment, that such a transaction violates this Agreement or any legal or regulatory requirement that applies to either us or you.

Chapter J: Events of Default

51. Each of the following constitutes an "Event of Default":

- a) The failure of the Client to perform any obligation due to the Company.
- b) If an application is made in respect of the Client pursuant to the Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.
- c) The Client is unable to pay the Client's debts when they fall due.
- d) Where any representation or warranty made by the Client is or becomes untrue.
- e) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
- f) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action to terminate an Agreement.
- g) The termination of the Agreement is required by a competent regulatory authority or body or court.
- h) The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations, or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- i) The Company reasonably considers that there is a material violation by the Client of the requirements established by the

legislation of countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.

j) If the Company suspects that the Client is engaged in money laundering activities or terrorist financing or card fraud, or other criminal activities.

k) The Company reasonably suspects that the Client performed a prohibited action as set in this Agreement.

l) The Company reasonably suspects that the Client performed abusive trading such as, but not limited to, Snipping, Scalping, Pip-hunting, Hedging, placing "buy stop" or "sell stop" Orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds.

m) The Company reasonably suspects that the Client opened the Client Account fraudulently.

n) The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

Chapter K: Deposits, Withdrawals, and Chargebacks

Deposits

52. During the term of this Agreement, the Client may deposit funds into the Client Account at any time. Deposits will be made using the methods and currencies that the Company accepts at the time. The Website provides full information regarding deposit choices.

53. The Company reserves the right to seek any evidence from the Client at any time to verify the source of funds put into the Client Account. If the Company is not satisfied with the legality of the source of funds, it has the right to refuse the Client's deposit and return the cash to the sender.

54. If the monies transferred by the Client do not arrive in the Client Account when expected, the Client must notify the Company and request that the Company runs a banking investigation into the transfer. The Client agrees to pay any fees associated with the inquiry, which will be withdrawn from his Client Account or paid directly to the bank conducting the investigation. The Client acknowledges and agrees that the Company can require the Client to supply the relevant documents and certificates to complete the investigation.

55. Deposits must satisfy the following requirements:

- The Company does not accept payments made through a third-party source.
- The Client must only use payment methods that are registered in his or her name and that you own legally.

- At any time, the Company reserves the right to request verification from Client. Any payments the Client makes will be blocked or returned if he or she do not comply with this.
- If a third-party payment is made, the Company reserve the right to charge a penalty processing fee.
- Under no circumstances does the Company take cash deposits or disburse cash.
- The Company matches each deposit to the account name on file for that customer.
- If the Client deposits funds in a currency other than the Currency of Account, the funds will be immediately translated to the currency of an Account. Client`s bank institution may impose fees and/or charges. As a result, Client should consult his/her card issuer and/or bank institution about the exact amount he/she wants to deposit to Account so that any applicable costs can be adjusted.

Withdrawals

56. When the Company receives a relevant request from the Client in the method accepted by the Company at the moment, the Company will make withdrawals of Client funds.

57. If the following conditions are met, the Company will initiate procedures for disbursement of funds on the same Business Day after receiving an instruction from the Client to withdraw funds from the Client Account:

- a. the withdrawal instruction includes all required information;
- b. the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was originally deposited in the Client Account or as may be otherwise agreed between the Company and the Client;
- c. the account where the transfer is to be made belongs to the Client;
- d. at the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges;
- e. there is no Force Majeure event which prohibits the Company from effecting the withdrawal;
- f. where the Client has open positions, he can only withdraw up to 50% of its Client Free Margin.
- g. if you have filed a chargeback claim with your debit or credit card company, you will not be able to request a withdrawal until the chargeback dispute has been resolved.

58. The Company will not accept third-party or anonymous payments in the

Client Account, and will not make withdrawals to any other third-party or anonymous account.

59. The Company reserves the right to refuse a withdrawal request from a Client who requests a certain transfer method, and the Company may recommend an alternative.

60. The Client is responsible for all third-party payment and transfer charges, which the Company will debit from the applicable Client Account.

61. The Company shall not be held liable for any delays and/or expenses as these may occur owed to third parties, such as your bank and/or payment institution and/or credit card provider and/or any other entity processing the withdrawal transaction.

62. There is no minimum withdrawal amount per transaction. If the remittance provider is unable to process your withdrawal request, our customer service team will contact you to discuss the other options.

63. Mistakes made by the Company during transfer of funds shall be refunded to the Client.

64. The withdrawal charge will be deducted from the total amount to be withdrawn.

65. If you deposit with a credit or debit card, we will always send the same total amount of withdrawals to your card as your total deposits. Any remaining withdrawal amount beyond the deposited amount will be transferred to your preferred payment method.

66. A withdrawal can only be made using the same card that was used to make the deposit.

67. If you use a Credit/Debit Card and another method to deposit, your withdrawal will be processed first to your card, and any remaining withdrawal amount will be paid to the other method.

Chargebacks

68. Making a chargeback request could be considered an Event of Default.

69. We reserve the right to conduct an investigation into the validity of your request and charge you a fee of 100 currency units of Currency of Account as an investigation fee if we receive a chargeback request from your card provider for any deposit you made in your Account and/or there is a reasonable suspicion that you will place a chargeback request.

70. The Company reserves the right to block the Client's online trading facility, not reactivate it, and/or terminate his/her account with us in the event of a chargeback, dispute, retrieval, or any other type of fraudulent transaction regardless of the outcome of the chargeback case. As a result, any earnings or income may be confiscated, and we reserve the right to notify any third parties. We are constantly developing tools to monitor any fraudulent activity,

and any cases arising from such activity will be decided by us, with any decision being final and irreversible. The Company reserves the right to deduct the disputed amount until we have completed our investigation.

Chapter L: No Advice and Commentary

71. The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgment.

72. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transactions. The Client may wish to seek independent advice before entering into a Transaction.

73. The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client.

Where it does so:

- a) The Company will not be responsible for such information.
- b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.
- c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.
- e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

74. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

75. The Company does not provide investment, financial, legal, tax or regulatory advice nor does it provide any other form of recommendation. The

Client understands that they shall make their own assessment of any transaction prior to entering into a trade, and shall not rely on any opinion, material or analysis provided by the Company or any of the Company's affiliates, employees, or other related parties as being advice or recommendation. If the Client is unsure whether they should proceed with the Agreement, they may seek independent advice.

76. The company does not offer investment research, and any other material containing market analysis is considered marketing communication and should not be constructed as advice, recommendation or research.

Chapter M: Client's Money Handling Rules

77. When keeping Client funds, the Company must deposit them in one or more bank accounts and take all reasonable precautions to guarantee that the funds are secure. Such funds will be maintained in designated bank accounts, and the Company will keep separate accounting records for the Client's assets and its own funds, allowing the Company to quickly identify between funds held for various Clients. In addition to this Agreement, the Client acknowledges and agrees that he or she has read, understood, and approved the company's Deposit and Withdrawal Policy, which is available on the Company's website.

78. Funds belonging to the Client that will be used for trading purposes will be held in the Company's name in a properly indicated Client bank account with any bank or financial institution permitted to receive funds that the Company shall specify from time to time to the Client. The Company may keep funds on behalf of the Client in a bank or credit institution located everywhere around the world.

79. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this chapter.

80. The Client undertakes to decline all rights to any profits or interest gained on funds held in the Client's Bank Account and/or on deposited funds held by the Company on behalf of the Client and accepts that the Company will be allowed to act as the beneficiary of such interest.

81. Negative Balance Protection is provided by the Company, which means that clients cannot lose more than the Account Balance in their Account. This rule is indicated in its Risk Disclosure Notice.

Chapter N: Dormant/Inactive Account

82. If the Client Account is inactive for 6 (six) months or more (i.e. there is no Open Positions, no trading, no deposits or withdrawals and no access to Client

Portal), the Company reserves the right to close the Client Account and impose a fee.

83. Every Inactive Account will be subject to a monthly fee of 20 currency units

in the trading account's currency ("Inactivity Fee") for the maintenance, administration, and compliance monitoring of such Inactive Accounts, which charge will be calculated using the following formula:

- Inactivity Fees will be charged separately for each Inactive Account if you have more than one Trading Account and all of them are Inactive Accounts.
- Inactivity Fees will apply to each Inactive Account if you have more than one (1) Trading Account and at least one of your Trading Accounts is inactive.
- If the balance of any Inactive Account subject to the Inactivity Fee under this Clause is less than 20 currency units in the trading account's currency, the Inactivity Fee for such Inactive Account will be equal to the remaining balance on such Inactive Account. We reserve the right to impose the Inactivity Fee retroactively for any month in which we have the authority to do so but did not due to technical difficulties.
- Any funds remaining in the inactive account after deducting inactivity costs are owed to the Client, and the Company will keep records and return such amounts at the Client's request at any point thereafter.

84. While the Company will make reasonable efforts to remit any Balance to the Client, if the Client Trading Account has been dormant for more than 6 (six) months, the Company reserves the right to close the Client's Account and terminate the provisions of this Agreement after notifying the Client in its last known address and/or contact details.

Chapter O: Lien, Netting and Set-Off

85. In the situation of the Client's bankruptcy and/or liquidation, the Company shall have a lien on all funds held by the Company, its Associates, or its nominees on the Client's behalf until the Client's obligations to the Company are satisfied.

86. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.

87. If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

88. The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of Termination of the Agreement.

Chapter P: Transaction Reporting

89. If you are a physical person, we will require you to provide us with your national identity card number or any other information we may demand to identify your national client before you make an Order through our Platform or dealing room.

Chapter Q: Taxes and Fees

90. Depending on the kind of Financial Instrument exchanged, the Company's supply of Services may be subject to payment of fees such as brokerage fees, commissions, swaps, spreads, special service, and other fees. These can be found on the Website.

91. It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with his trading activity with the Company hereunder.

92. The Client undertakes to pay all stamp duty relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.

93. Any transaction entered into by us and/or any transaction carried out on your behalf may be shared and/or benefited by the Company. The Company may, upon reasonable request, disclose to you the amount of any such commission or other remuneration paid to or received by the Company, to the extent possible. Before placing any Orders with the Company, the Client should review the Website's published pricing, costs, and spreads, binding on both parties.

94. If a Client fraudulently and/or without reasonable cause requests a chargeback through the card provider for any Transaction, the Company may charge a standard investigation fee of at least 100 currency units of Currency of Account at its discretion. This fee will be applied to any expenses we may face due to it.

Chapter R: Communications and Written Notices

95. Unless otherwise specified in this Agreement, any notice, request, or other communication to be sent to the Company by the Client under the Agreement (other than placing Orders) shall be sent by email, post, airmail, or commercial

mail to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose):

96. "Kabwohe Omukace OÜ", Rävåla pst 8, 10143, Tallinn linn, Harju maakond, Eesti Vabariik, is registered as Corporation under Entity Number 14789250.

97. E-mail: **компани**

98. Before and after the start of the business connection, the Client consents and accepts that the Company's official language is English. Any information, including marketing materials, translated versions of the Agreement, and/or other communications, provided in a language other than our official language is provided solely for convenience. The English version of such documentation serves as the legally binding version. In the event of a disagreement, the English version will take precedence.

99. In order to communicate with the Client, the Company may use any of the following methods: email, Platform's internal mail, telephone, post, commercial courier service, air mail or the Company's Website.

100. The following methods of communication are considered as Written Notice from the Client to the Company: email, post, commercial courier service or air mail or commercial courier.

101. Any communications sent to either Party, as applicable, (statements, notices, documents, reports, confirmations etc.) are deemed received:

- if sent by email, within three hours after emailing it and provided the email has left from the sender's outlook;

if sent by the Platform's internal mail, immediately after sending it;

- if sent by telephone, once the telephone conversation has been finished;

- if sent by post, seven calendar days after delivery;

- if sent via commercial courier service, at the date of signing of the document on receipt of such notice;

- if sent by airmail, eight Business Days after the date of their dispatch;

- if posted on the Company Webpage, within one hour after it has been posted.

102. The Company will communicate with the Client using the contact information given by the Client when opening the Account or as updated later. As a result, the Client must notify the Company immediately if the contact information changes.

103. The Client may contact the Company during regular business hours. Outside of normal business hours, the Company may contact the Client.

104. Any written notices given to the Company must be received within the Company's business hours. Any notices outside business hours shall be treated as being received the following Business Day.

Chapter S: Personal Data, Confidentiality, Recording of Telephone

Calls and Records

105. The following terms apply to the sharing of personal data and sensitive personal data between you and us as Data Controllers, as defined by the General Data Protection Regulation ("GDPR").

106. By signing this Agreement, the Client agrees and recognizes that the Company will process Personal Data following the Company's Privacy Policy, which is available on the Company's website and may be updated from time to time. Client information may be collected directly from the Client or from other sources. The data is needed to open a client's trading account, perform transactions, protect the assets and privacy of Clients, and offer them services that are appropriate for them.

107. The Company may process clients' Personal Data to comply with the Company's reporting obligations under any applicable legislation, regulation, or secondary legislation under any jurisdiction, and the Company may be required to disclose information and/or data relating to the Client to competent authorities, regulatory bodies, and/or supervisory bodies of any jurisdiction, which the Client acknowledges by entering into this Agreement.

108. Client data held by the Company is to be maintained as confidential by the Company and will not be used for any reason other than the supply, administration, and enhancement of the Services, anti-money laundering and due diligence checks, research and statistical purposes, and marketing. Information that is already in the public domain or that the Company has in its possession without a duty of confidentiality will not be considered confidential.

109. The Company is required to keep records of all services given to the customer, including but not limited to all transactions and documents submitted by the client. The Company records all communications, including but not limited to incoming and outgoing phone conversations, as well as other electronic communications relating to any completed transactions, live chats, and e-mails. The Company will be the only owner of these communications and recordings. Such records shall be kept by the Company for a maximum duration of up to 7 (seven) years from the date of termination of the Agreement. The Client accepts such recordings as conclusive evidence of recorded talks.

110. A copy of the records mentioned above will be accessible to the client upon request for 5 (five) years and to regulatory authorities for up to 7 (seven) years.

111. The Client agrees that the Company or any Affiliate of the Company or

any other company in the same group of the Company may contact the Client directly from time to time to administer the provisions of the Agreement.

Chapter T: Representations and Warranties

112. The Client represents and warrants to the Company that:

- a) The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to the Client;
- b) The Client is of sound mind and capable of making their own decisions;
- c) The Client has not been coerced or otherwise persuaded to enter into the Agreement, nor have they enlisted the help of anyone else to do so;
- d) There are no restrictions on the markets or Financial Instruments in which any transactions will be sent for execution based on the Client's nationality or religion;
- e) All actions taken under the Agreement will not violate any law or rule applicable to the Client or the jurisdiction in which the Client resides, or any agreement by which the Client is bound or by which any of the Client's Assets or funds are affected;
- f) The Client shall not use the IP, Platform, or Website in violation of this Agreement or for unauthorized or unlawful purposes, and will only use the IP, Platform, and Website for the benefit of his Account and not on behalf of anyone else;
- g) The Client has the legal authority to join into the Agreement, issue Orders, and carry out its responsibilities;
- h) The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed the Client Registration Form on the Client's behalf;
- i) The Client is operating as a principal and not as someone else's agent, representative, trustee, or custodian. Only if the Company expressly consents in writing and all the documentation required by the Company for this purpose are received, the Client may act on behalf of someone else;
- j) The information provided by the Client to the Company in the Client Registration Form and at any time thereafter is true, accurate, and complete, and the documents handed over by the Client are valid and authentic;
- k) The Client has read and fully understood the terms of the Agreement;

- l) The Client funds used for trading are not used or intended to be used for terrorist financing in any way;
- m) The Client is not a Politically Exposed Person and has no relationship (for example, a relative or business acquaintance) with someone who holds or has held a prominent public position in the last twelve months. If the above statement is false, and the Client has not already declared this in the Client Registration Form, the Client will notify the Company if he becomes a Politically Exposed Person during the term of this Agreement.
- n) The Client is not a resident of any jurisdiction in which the Company does not provide services, as indicated on the Company's website;
- o) The Client has read and understands the Risk Disclosure Notice;
- p) The Client consents to the provision of Agreement information via a Website, email, or the Platform, as appropriate, rather than receiving such information by mail. The Client may revoke his Client Agreement permission under this clause at any time by closing his Trading Account in line with this Agreement;
- q) The Client certifies that he or she has regular internet access and consents to the Company sending him or her information, including without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, Policies, and information about the nature and risks of investments, via the Website or email. The Client has the option of receiving these by mail.

Chapter U: Force Majeure

113. Each of the following, without restriction, constitutes a Force Majeure Event:

- Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
- Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;
- Labor disputes and lock-out;
- Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- A financial services moratorium having been declared by appropriate

regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;

- Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company);
- Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the Client Agreement imposition of limits or special or unusual terms on the trading in any such market or on any such event.

114. If the Company finds, in its reasonable view, that a Force Majeure Event has occurred (without prejudice to any other rights under the Agreement), the Company may take any or all of the following actions without prior notice and at any time:

- Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event renders compliance impossible or impractical for the Company;
- Take or omit to take all other actions as the Company deems reasonable in the circumstances with regard to the Company's, Client's, and other clients' positions;
- Shut down the Platform in case of malfunction for maintenance or to avoid damage;
- Cancel the Orders;
- Refuse to accept Orders from Clients;
- Inactivate the Client's Account;
- Increase Margin requirements without notice;
- Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- Increase Spreads;
- Decrease Leverage;
- Amend the Stop Out Level.

115. The Company will not be liable or responsible for any type of loss or damage arising from any failure, interruption, or delay in performing its obligations under this Agreement if such failure, interruption, or delay is caused by a Force Majeure event, as defined in this Agreement.

Chapter V: Liability and Indemnity

116. The Company shall not be liable for any losses, costs, expenses, or

damages suffered by the Client as a result of any inaccuracy or mistake in any information provided to the Client via its website or elsewhere. Such transaction following such inaccuracy or mistake shall remain valid and binding in all respects on both the Company and the Client, subject to the Company's right to cancel or close any transaction in the specific conditions set out in the Agreement.

117. The Company is not responsible for any loss, damage, or expense incurred by the Client as a result of, or coming directly or indirectly from, but not limited to:

- Any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects; any error or failure, interruption or disconnection in the operation of the Platform, or any delay caused by network failures;
 - the acts, omissions or negligence of any third party;
 - any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
 - any person who obtains the Client's Access Data that the Company has issued to the Client before the Client reports to the Company any misuse of the Client's Access Data, whether authorized or unauthorized by the Client;
 - unauthorized third parties having access to information, including electronic addresses, electronic communication, personal data, and Access Data, when the above are transmitted between the Parties or any other party, using the internet or any other electronic means;
 - a delay transmitting any order for execution;
 - currency risk;
 - slippage;
 - any changes in the rates of tax;
 - any actions or representations of the introducing broker;
 - any of the risks of the Risk Disclosure Notice;
 - the Client's and/or his Authorized Representative's acts or omissions (including negligence and fraud);
 - the Client's or the Client's Authorized Representative's trading decisions;
 - all Orders given through and under the Client's Access Data;
 - any failure by the Client to submit the correct Bank Account data;
- Client Agreement
- the contents, correctness, accuracy, and completeness of any information

Spread by the use of the Platform.

118. If the Company, its Directors, Officers, employees, affiliates, or agents incur any claims, damage, liability, costs, or expenses in relation to or as a result of the execution of the Client Agreement and/or the provision of the services and/or any Order, it is understood that the Company bears no responsibility and that it is the Client's responsibility to indemnify the Company.

119. The Company shall in no circumstances be liable to the Client for any significant or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Client Agreement.

120. In the event the Client makes a complaint that is later shown to be false or fraudulent, and/or tries to defraud, scam, extort, blackmail, or threaten the Company and/or its authorized representatives, the Client shall indemnify the Company and/or any of its authorized representatives. For this reason, the Company's and/or its authorized representatives' rights are entirely reserved.

121. The Company's total responsibility to the Client is limited to the fees paid to the Company under this Agreement for the provision of the Service and usage of the Platform in regard to the particular Client.

Chapter W: Complaints and Disputes/Governing Law and Jurisdiction

122. If the Client has an issue about any of the Company's services, the Client should send a written complaint to complaint@домен сайта. The Back Office receives all Client complaints as soon as the complaint is filed by the Client.

123. Information regarding the Company's Complaints Policy can be found on our website.

124. If a situation arises that is not expressly handled in this Agreement, the Parties agree to seek to resolve it in good faith and equitably, taking steps consistent with market practice.

125. When the Company's final decision on the complaint does not fully satisfy the client's demands, the Company must provide a detailed explanation of its position on the complaint, as well as the client's options to pursue the complaint through alternative dispute resolution mechanisms, or the appropriate courts.

126. The Client is not permitted to make any false complaints or claims with the intent to defraud, scam, extort, blackmail, or otherwise threaten the Company and/or its authorized representatives. In the event of a breach of the foregoing, the Company reserves the right to take whatever legal action it deems necessary to secure its legal and lawful interests against the Client

and/or any third person.

127. This Agreement between the Parties, as well as any claim, cause of action, or dispute arising out of it, shall be governed by the laws of the Marshall Islands, without regard to any conflict of laws provisions. The competent court for the resolution of any claim, cause of action, or dispute arising out of it between the Parties shall be the Court of the Marshall Islands.

Chapter X: Severability

128. Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.