Client Agreement

v1.0 November 2025

RISK WARNING

Trading foreign exchange and financial derivatives such as Contract for Difference (CFD) carries substantial financial risk, including the potential loss of an amount greater than your initial investment. You should only trade with funds you can afford to lose. Please note that holding derivatives does not grant you ownership rights to the underlying assets (which includes governance or stake rights). It is essential that you thoroughly understand all associated risks prior to your investment activity. Due to the highly volatile nature of the derivatives market, trading these types of instruments may not be suitable for all investors. Before engaging in any trading activity, please evaluate your trading experience, financial goals, and consider seeking independent financial guidance if needed. Please review our legal documentation to ensure you have comprehensive understanding of all risks prior to making any investment decisions.

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1. Introduction

1.1. This Client Agreement (the "**Agreement**") is established between Aurra Markets International Limited, incorporated in Saint Lucia as an International Business Company with the registration number 2025-00208 (referred to as "**we**" "**us**" "**Aurra**" "**Aurra Markets**" or the "**Company**") and the Client, who may be an individual or a legal entity, upon the successful completion and submission of the Account Opening Application Form (hereinafter referred to as the "**Client**"). By entering into this Agreement, the Client acknowledges and agrees to the terms set forth herein.

1.2. By creating an account with Aurra Markets, the Client confirms their acceptance of the following documents, which collectively govern the relationship between the Client and the Company:

1.2.1. this Client Agreement - Outlines the key terms and obligations for both parties.

1.2.2. the Risk Disclosure - Provides an overview of potential risks associated with trading leveraged financial instruments.

1.2.3. the Key Facts Statement - Summarises essential information about the Company's products and services.

1.2.4. the Deposit and Withdrawal Policy - Details the procedures and conditions for transferring funds to and from the Client's account.

1.2.5. the Order Execution Policy - Explains how trades are processed and executed.

1.2.6. the Privacy Policy - Describes how the Company collects, uses, and protects the Client's personal data.

1.2.7. the AML (Anti-Money Laundering) Policy - Outlines measures taken to prevent financial crimes.

1.2.8. the Complaints Handling Procedure Policy - Provides guidance on raising and resolving grievances.

1.3. The most current versions of these documents are available on the Company's website in the "Legal Documents" section. The Client agrees to review these documents periodically as they may be updated from time to time.

1.4. Aurra Markets is under no obligation to take any actions that would involve:

1.4.1. satisfy ourselves as to the suitability of any Trading Position (referred to as "**Position**" or "**Positions**") for the Client;

1.4.2. monitor or advise the Client on the status of any of his or her Positions;

1.4.3. prevent the Client from trading beyond his or her means; or to close any open Position(s).

2. Definitions and Interpretations

2.1. In this Client Agreement, the terms and phrases set forth below shall, unless otherwise specified by the context, be assigned the meanings indicated herein and may be interpreted in either singular or plural form as applicable:

2.1.1. **Accept or Acceptance:** Means, except in the case of a Third-Party Online Platform, if the Client, or an Authorised User, indicate by either telephone, email, face-to-face or through an Online Service that they accept the Terms provided by Aurra.

2.1.2. **Access Data:** Refers to the Client's login credentials, and password required to execute Orders for CFDs through the Company's Trading Platform, as well as any confidential investor passwords, phone passwords, or similar authentication details used to access the Personal Area for performing non-trading activities.

2.1.3. **Account Opening Application Form:** Refers to the application form or questionnaire completed by the Client online via the Company's Website, mobile application(s), or in physical form, to request access to the Company's Services and establish a Client Account. This form or questionnaire facilitates the Company's collection of information for the purposes of Client identification, categorisation, due diligence, financial profiling, and assessing appropriateness in compliance with Applicable Regulations.

2.1.4. **Account**: Refers to any account or accounts established in the Trading Platform and/or Multi-Product Platform, maintained by the Company for the Client, for the purpose of engaging in the products or services provided under these Terms. Such accounts will reflect the Client's cash, assets, and any realised profits or losses, which will be credited or debited accordingly.

2.1.5. **Adjustment Event:** Refers to any alteration affecting a product where the Underlying Asset is an index, including, but not limited to, the announcement of a replacement or successor index.

2.1.6. **Affiliate:** Refers to any entity directly or indirectly controlling, controlled by, or under common control with the Company. "Control" is defined as the authority to direct or the presence of a basis to manage the business and operations of the Company or the relevant entity.

2.1.7. **Agreement:** Refers to the comprehensive set of legal and operational documents governing the relationship between the Company and the Client, including but not limited to the Client Agreement, Risk Disclosure Notice, Privacy Policy, Order Execution Policy, Complaint Handling Procedure, Deposit and Withdrawal Policy, and Key Facts Statement, Anti-Money Laundering Policy, and any other specific terms and conditions mutually agreed upon by the Company and the Client.

2.1.8. **Applicable Regulations:** Refers to any rules, guidelines, or directives issued by relevant regulatory authorities, markets, and other applicable laws, rules, and regulations, as amended or enacted from time to time.

2.1.9. **Ask:** Refers to the higher price in a Quote at which the Client may purchase the relevant asset.

2.1.10. **Application Form:** Refers to the form that the Client must complete and submit to apply for the opening of an account with the Company.

2.1.11. **Authorised User:** Refers to any individual authorised by the Client to access the Company's services and/or place Orders on their behalf.

2.1.12. **Balance:** Refers to the total financial result in the Client Account after the most recent Completed Transaction and any deposit or withdrawal operations conducted at any given time.

2.1.13. **Base Currency:** Refers to the currency in which the Client's Account is denominated and through which all debits and credits to the Account are processed by the Company.

2.1.14. **Bid:** Refers to the lower price in a Quote at which the Client may sell the relevant asset.

2.1.15. **Contracts for Difference** or **CFD:** Refers to a type of financial transaction where profit or loss is derived from fluctuations in the value or price of an underlying asset, including but not limited to commodities, securities, currencies, or other instruments. Types of CFDs include Single Share CFDs, Stock Index CFDs, Commodity CFDs, Bullion CFDs, and Foreign Exchange CFDs.

2.1.16. **Client:** Refers to any individual or entity that has successfully registered and opened an Account with the Company for the purpose of participating in the buying and selling of financial instruments, and who is a party to this Agreement.

2.1.17. **Client Portal:** Refers to the password-protected section of the Company's website (or any other website specified by the Company) where the Client can access and view their Account information.

2.1.18. **Contract Specifications:** Refers to the key trading terms for CFDs, including but not limited to the Spread, Commissions, Swaps, Lot Size, Initial Margin, Required Margin, Used Margin, minimum levels for placing Stop Loss, Take

Profit, and Limit Orders, financing charges, swap charges, other applicable charges, and Partner’s/third-party commissions, as determined by the Company from time to time for each type of CFD.

2.1.19. **Corporate Action:** Refers to events affecting the holders of the underlying asset, including the payment of dividends (scrip or special), rights issues, open offers, bonus shares, capitalizations, takeovers, mergers, demergers, listings, delisting, suspensions from listing, or any analogous event directly impacting such holders.

2.1.20. **Currency Pair:** Refers to the quotation of two different currencies in a CFD transaction, where the value of one currency is quoted against the other. A Currency Pair consists of the Base Currency and the Quote Currency, showing how much of the Quote Currency is needed to purchase one unit of the Base Currency.

2.1.21. **Deposit:** Refers to the amount of money deposited by the Client with the Company, as requested by the Company, for all Financial Products, at the time of booking or at any point prior to the Value Date. The Deposit is a part-payment towards the agreed Order value and is not considered client funds. This includes amounts deposited for existing or anticipated Open Positions.

2.1.22. **Financial Product:** Refers to any foreign exchange contract or OTC derivatives transaction between the Client and the Company, based on the value of an underlying asset (such as a currency pair, commodity, precious metal, share, or index).

2.1.23. **Force Majeure:** Refers to events or causes beyond the reasonable control of the parties, including but not limited to natural disasters, war, sabotage, civil unrest, national emergencies, fires, floods, epidemics, strikes, expropriation, governmental actions, or damage to the Company’s hardware or systems, provided such events are not caused by the act, omission, or negligence of the Client or the Company.

2.1.24. **Initial Margin:** Refers to the margin required by the Company to open a position in CFD trading.

2.1.25. **Law:** Refers to any applicable local or foreign laws, regulations, court orders, sanctions regimes, or other legal requirements that the Company is subject to.

2.1.26. **Margin Call:** Refers to a notification from the Company to the Client, informing them that they do not have sufficient Margin to place new Orders or maintain existing Open Positions.

2.1.27. **Market Execution:** Refers to the execution of any Client Order at the current market price at the time the Order is processed.

2.1.28. **Margin Requirement:** Refers to the amount of money and/or assets the Client must deposit or hold with the Company to enter a transaction and/or maintain an Open Position on their Account.

2.1.29. **Market:** Refers to any trading environment or multilateral trading facility that adheres to established trading rules and operates within defined trading hours. This includes various types of markets, such as Regulated Markets, where participants engage in the buying and selling of financial instruments or assets.

2.1.30. **Market Order:** Refers to an Order to enter the Market at the best available price currently offered by the Company at the time of execution.

2.1.31. **Notice:** Refers to any notice required or permitted to be given under this Agreement or for its purposes.

2.1.32. **Open Position:** Refers to any position that has not been closed, including a Long Position or Short Position, which remains an active, unresolved transaction.

2.1.33. **Order:** Refers to a Financial Product entered by the Company and the Client under the applicable Trade Contract Terms.

2.1.34. **Parties:** Refers to the two entities involved in this Agreement: The Company and the Client.

2.1.35. **Pending Order:** Refers to an Order placed by the Client to buy or sell a CFD in the future at specified conditions, meaning the Client's Order will only be executed when the price of the asset reaches a designated level.

2.1.36. **Quote:** Refers to the information showing the current price for a specific Underlying Asset, presented as both the Bid and Ask prices.

2.1.37. **Quote Currency:** Refers to the second currency in a Currency Pair, which the Client may buy or sell in exchange for the Base Currency.

2.1.38. **Quotes Base:** Refers to the Quote Flow information stored on the Trading Server for CFD trading.

2.1.39. **Quotes Flow:** Refers to the continuous stream of Quotes for each CFD displayed on the Trading Platform.

2.1.40. **Quoting Error:** Refers to errors in Quotes due to liquidity provider issues, software glitches, typographical mistakes, or other obvious errors in quoting, including delays in quotes.

2.1.41. **Slippage:** Refers to the difference between the requested price of a Transaction and the actual executed price. Slippage can occur during periods of high price volatility, the use of Market or Pending Orders, or when large Orders are placed, potentially due to insufficient market interest, liquidity or volume at the requested price level.

2.1.42. **Spread:** Refers to the difference between the Ask price and the Bid price for a given asset.

2.1.43. **Stop Out:** Refers to the automatic, compulsory closing of any or all of the Client's Open Positions by the Company when the Equity in the Client Account reaches a pre-determined critical level (the **Stop Out Level**), as defined in the Trading Terms, in order to prevent the Client Account balance from incurring a negative balance.

2.1.44. **Terms:** Refers to the Standard Terms of Business governing the relationship between the Client and the Company, as may be amended from time to time.

2.1.45. **Third-Party:** Refers to any entity with whom the Company has an agreement, enabling the Client to access that entity's online trading platform ("Third-Party Online Platform"), through which additional services are provided to the Client.

2.1.46. **Transaction:** Refers to any CFD Order that has been executed on behalf of the Client under this Agreement.

2.1.47. **Transaction Size:** Refers to the result of multiplying the Lot Size by the number of Lots in a CFD trade.

2.1.48. **Underlying Asset:** Refers to the asset upon which a CFD is based, which may include Currency Pairs, Metals, Futures, Commodities, Indices, Stocks, Cryptocurrencies, or any other asset as determined by the Company at its discretion from time to time.

2.1.49. **Used Margin:** Refers to the amount of money and/or asset the Client is currently committed to maintain open positions.

2.1.50. **Website:** Refers to the Company's website at www.aurra.markets, or any other website the Company may maintain from time to time, including its Mobile and Web Applications and any Software(s) provided by the Company, all of which are governed by and provided under the Terms of this Agreement.

2.1.51. **Written Notice:** Refers to any notice or communication provided via the Trading Platform, internal mail, email, facsimile transmission, postal mail, commercial courier service, air mail, or through the Company's Website, including communications made through the Client's Personal Area.

2.2. In this Agreement, words referring to the singular shall also be understood to include the plural, and vice versa; words referring to the masculine shall include the feminine, and vice versa; and terms referring to individuals shall also apply to corporations, partnerships, unincorporated entities, and all other legal bodies, and vice versa.

2.3. The headings used in this Agreement are intended solely for ease of reference and shall not affect the interpretation or application of the terms herein.

2.4. Any reference to an act, regulation, or law within this Agreement shall include such act, regulation, or law as it may be amended, modified, supplemented, consolidated, or re-enacted from time to time. This also applies to any related guidance, directives, statutory instruments, orders, or any statutory provision that re-enacts or modifies such act, regulation, or law.

3. Client Acceptance and Risk Acknowledgement

3.1. The Company retains sole discretion over whether to accept the Client as a customer. Accordingly, the Company reserves the right to refuse the opening of a Client Account, reject any funds from the Client, or deny the Client the ability to initiate trading activities. This refusal shall remain in effect until the Client has fully completed and submitted the Account Opening Application Form, along with all required identification documents. Furthermore, the Client's application is subject to the Company's internal verification procedures, which include, but are not limited to, anti-money laundering (AML) checks, know-your-client (KYC) verification, appropriateness assessments, and other necessary identity and background checks as stipulated by applicable regulations.

3.2. In addition, the Company maintains the right, throughout the duration of the business relationship with the Client, to request any further documentation or information that it deems necessary for ongoing monitoring of the Client's activities. This is part of the Company's obligations under regulatory compliance standards and for ensuring the safety and integrity of its services.

3.3. The Company also reserves the right to implement additional due diligence procedures for Clients residing in certain countries or regions. Such measures may include, but are not limited to, heightened verification or screening processes that are deemed necessary due to the specific regulatory requirements governing those jurisdictions.

3.4. Upon the Client’s acceptance of the terms and conditions set forth on the Company’s website, which outline the conditions under which the Company will offer its services, and after the Client has fully satisfied the Company’s identification documentation requirements and has been verified, the Client may deposit funds in any amount and in any currency, as defined and accepted by the Company from time to time, and commence trading.

3.5. The Company reserves the right, at its sole discretion, to define and modify, at any time, the required identification documentation, as well as the minimum and maximum deposit amounts, and the period within which the Client must fully meet the Company’s documentation requirements. Additionally, the Company may impose other ad-hoc requests as deemed necessary. The Client shall be notified of any such changes or requirements through Written Notice.

3.6. In the event the Client fails to fully satisfy the required identification documentation requirements within the stipulated time frame set by the Company, the Company reserves the right to return any deposited funds to their original source. The Company may also impose restrictions on the Client’s account, including but not limited to limiting additional deposits, immediately terminating the business relationship, closing the Client Account, or taking any other action deemed necessary to protect the Company’s interests and compliance standards.

3.7. The Client acknowledges, understands, and fully comprehends that participating in trading and investing in both leveraged and non-leveraged products, as detailed in the Risk Disclosure Policy, carries significant risks, including but not limited to the following:

3.7.1. Such trading is inherently speculative in nature.

3.7.2. The potential risk of losses may exceed the Client's initial Margin Deposit.

3.8. The Client acknowledges, understands, and accepts that:

3.8.1. When directing the Company to execute a Transaction, the Client bears sole responsibility and liability for any gains or losses arising from fluctuations in the value of the asset or Underlying Instrument. The Company shall not be liable for any loss of profit or capital in such cases.

3.8.2. Unless otherwise specifically agreed, the Company will not engage in continuous monitoring of the Transactions executed by the Client, either individually or manually. As such, the Company shall not be held accountable for any Transactions that may evolve differently from the Client's expectations.

3.9. The Client further acknowledges that the information provided in the Risk Disclosure Policy serves only as a general outline of the risks associated with the Company's products and services. It does not cover all possible risks or comprehensively address the nature of every risk linked to trading. The information provided is intended as an overview of the generic types of risk involved, and the Client agrees to make independent assessments of these risks.

3.10. The Company does not offer advisory services, including but not limited to tax, investment, or legal advice. It only provides general consultations to the Client. The Company will not be held liable for any outcomes or decisions arising from such general consultations.

4. **The Account**

4.1. Account opening with Aurra

4.1.1. To engage in transactions with Aurra, you must first have an active Account. Orders cannot be placed until your Account is opened, and cleared funds are received and credited into the Account. You are permitted to apply for more than one Account, and any reference to your "Account" within this Agreement includes any additional accounts you may hold.

4.1.2. To initiate the Account opening process, you are required to complete an Application Form. Aurra reserves the sole discretion to accept or reject your application. If your application is accepted, you will receive notification via email. Aurra retains the right to refuse your application for any reason deemed appropriate at its discretion.

4.1.3. Only verified funds will be credited into your Account, which include but not limited to payments for Initial and Variation Margin requirements.

4.1.4. The Company may offer various types of Accounts, each with distinct characteristics, methods of execution, and requirements. Detailed information regarding these account types can be found on the Company's Website.

4.1.5. The Company reserves the right to temporarily block the Client Account without prior notice for any valid reason, including but not limited to the following circumstances:

4.1.5.1. Upon the Client's request for a temporary suspension of the Account;

4.1.5.2. If the Company reasonably suspects that the Client’s Access Data may have been compromised or accessed by unauthorised third parties;

4.1.5.3. If the Company has reasonable grounds to suspect unlawful activity or suspicious operations associated with the Client's Account;

4.1.5.4. In the event of a Force Majeure situation, for the duration of the relevant event as it persists;

4.1.5.5. If the Client made an error in the request for transferring funds to another account, resulting in funds being deposited into an incorrect trading account.

4.1.6. The Client acknowledges and warrants that all information provided to the Company is accurate and truthful at all times and agrees to promptly notify the Company of any changes to this information.

4.1.7. The Client is responsible for maintaining the confidentiality of all Security Details related to their Account, which includes but is not limited to their username, account number, user ID, and password. Once these Security

Details have been established, the Company has no obligation to verify the authority of any individual using this information to access and operate the Client's Account. If the Client becomes aware of or suspects that any Security Details have been compromised, the Client is obligated to contact the Company immediately.

5. **Deposits and Withdrawals**

5.1. The Company provides the Client with online access to view and track key information regarding the Client's Account, including:

5.1.1. Orders entered with Aurra;

5.1.2. Payments made by the Client to the Company, or amounts the Client owes to the Company;

5.1.3. Payments made by the Company to the Client or amounts the Company owes to the Client.

5.2. Payments to the Client's Account may be made via the following methods:

5.2.1. by online bank transfer;

5.2.2. by credit card;

5.2.3. by same day bank transfer; or

5.2.4. by international telegraphic transfer.

5.3. The Company reserves the right to modify, remove, or restrict the available payment methods as its discretion.

5.4. The Client acknowledges that all deposit and withdrawal transactions must be executed in the same type of payment method and account used, meaning that the type of currency or asset and account used for deposit must match the type used for withdrawal.

5.4.1. Deposits made in fiat currency must be withdrawn in the same fiat currency, and deposits made in cryptocurrency must be withdrawn in the same cryptocurrency.

5.4.2. All withdrawals must be made with its corresponding account used during deposit in addition to the requirement as stipulated in clause 5.4.1.

5.5. Any attempt to withdraw in a different payment method, account, or currency type than that originally deposited may result in the rejection or delay of the withdrawal request. It is the sole responsibility of the Client to ensure that the correct payment method and currency type is used for both deposit and withdrawal transactions.

5.6. The Client must ensure sufficient cleared funds are deposited into their Account before placing any Orders. The Company will specify the required deposit amount for each Order, where applicable.

5.7. The Company reserves the right to impose additional fees for its services, which will be communicated to the Client via Notice. If the Client disagrees with these charges, they may terminate the Agreement immediately, with the new charges not applying to any Orders placed before the Notice is provided.

5.8. The Company is not liable for any fees or charges imposed by third-party banks or other entities involved in processing payments related to the Client’s use of the services.

5.9. All payments under this Agreement must be made in U.S. dollars, or in another currency agreed upon by the Company.

5.10. If the Company suspects that a deposit originates from a source other than the Client, such as a third party or a funding method in someone else’s name, it reserves the right to:

5.10.1. Reject the deposit;

5.10.2. Return the funds to the origin of the deposit;

5.10.3. Void any transactions;

5.10.4. Terminate the Agreement.

5.11. The Company may request additional documentation from the Client to verify the origin of deposited funds. The Company has the right to reject any deposit or withdrawal if it is not satisfied with the provided information.

5.12. The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, identity, address and/or other information provided and/or collected is not fully verified by the Company or up to date, with the requirements of such verification vested in the Company's sole discretion.

5.13. If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a transaction investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the third party performing the investigation. The Client understands and agrees that to perform the investigation, the Client shall provide the Company with the requested documents and certificates.

5.14. Upon receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall process the transaction request without undue delay and, where feasible, no later than three (3) Business Days, if the following requirements are met:

5.14.1. All necessary withdrawal information is included;

5.14.2. The account receiving the funds belongs to the Client;

5.14.3. There is no Force Majeure event which prohibits the Company from effecting the withdrawal; and

5.14.4. The Client has complied with any Know Your Customer (KYC) requests.

5.15. The Company is not liable if the payee/beneficiary bank fails to process a payment correctly.

5.16. The Company will only initiate an international payment on the day funds are cleared before the daily cut-off time. Any funds received after the cut-off will be processed the following day.

5.17. Withdrawals are permitted only to the account owned by the Client. The Company does not allow withdrawals to third parties or anonymous accounts. The Company may refuse specific withdrawal methods and suggest alternatives.

5.18. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

5.19. If a Client's Account is closed, any remaining balance will be refunded proportionally to the accounts from which the Client made deposits. In cases of unlawful activity, the Company may refund the balance as deemed appropriate and provide relevant data to banks, payment service providers, and authorities.

5.20. In the case of unlawful action(s), the Company may refund the remaining Balance as it deems fit. Should an unlawful action occur, all data may be provided to the bank and/or credit institution and/or payment service provider and or similar as well as to law enforcement agencies and/or authorities.

5.21. In the event of a security type change, withdrawals may be delayed for up to three (3) Business Days after the change.

5.22. Clients may request a transfer of funds to another trading account, provided the new account supports the relevant deposit/withdrawal method. Transfers can only occur between accounts of the same type, or between different types if the transfer amount exceeds the required minimum deposit. The transfer will be executed in the currency of the destination account.

5.23. If the Company mistakenly transfers funds to the wrong account, the requested amount will be refunded to the Client at the Company's expense. However, if the error occurs due to the Client's request, no refund will be issued.

5.24. The Company reserves the right to refuse or delay withdrawal requests if it has reasonable grounds to believe the Client has engaged in Prohibited Actions on the Trading Platform.

6. **Client Money**

6.1. By depositing funds with the Company, the Client acknowledges that such funds are intended exclusively for trading purposes and to facilitate potential Transactions with the Company. These funds will be used to secure or cover the Client’s current, future, actual, contingent, or potential obligations to the Company. The Client agrees not to deposit any funds that are not intended for trading or for fulfilling their present or foreseeable obligations to the Company.

6.2. The Company will not be liable to pay the Client for any profits or interest earned on the Client's funds, except for any profits generated through trading Transactions in the Client's Account(s) as part of this Agreement. The Client hereby waives any claim to such interest or profits.

6.3. The Client acknowledges and agrees that the Company shall not be held responsible for any loss of profit or capital resulting from market conditions.

6.4. The Company may place Client funds in overnight deposits and is entitled to retain any interest earned from such deposits.

6.5. Any funds received from the Client will be held in a dedicated client money account, separate from the Company's own funds, ensuring that they are segregated and protected.

6.6. Although the Client's funds are segregated from the Company's operating funds, they may be pooled together in a single account held by a licenced third-party financial institution, in compliance with the relevant laws and regulations.

6.7. The Company may place Client funds with third parties such as an intermediate broker, bank, market, settlement agent, OTC counterparty, or payment service provider. These third parties may have a security interest, lien, or right of set-off over the Client's money.

7. **Products and Services**

7.1. The Client understands and agrees that even after accepting these Terms, the Company holds the right to choose not to provide any of the Services at its sole discretion.

7.1.1. Until the Company has completed all necessary internal processes for establishing Accounts and obtained the required approvals from relevant authorities.

7.1.2. If the Client fails to meet any of the responsibilities specified in the Agreement with the Company.

7.2. Provided the Client has met all obligations under the Agreement, the Company may, at its discretion, offer the following Services to the Client:

7.2.1. Receive and process the Client's Orders in CFDs;

7.2.2. Execute Client Orders in CFDs related to commodities, securities, indices, currencies, and both base and precious metals;

7.2.3. Provide access to other instruments that the Company may occasionally offer.

7.3. The Company reserves the right to stop offering any Services or remove products from its current offerings at any time. If the Client holds an Open Position in a Service being discontinued or in a product being removed, the Company will, where feasible, notify the Client in writing in advance, providing reasonable notice of the termination of the Service or removal of the product.

7.4. Where possible, the Company strives to give the Client a minimum of ten (10) Business Days' notice to close any Open Position associated with the affected Service or product.

7.5. However, if the Company reasonably determines that it is necessary or appropriate, it reserves the right to shorten the notice period or waive it entirely.

7.6. If notice is provided, the Client must cancel any Orders and/or close any Open Positions related to the affected Services or products before the time specified in the notice. Should the Client fail to do so, the Company will cancel the Orders and close the Open Positions at the specified time and manner and will not be held responsible for terminating or halting the Service.

7.7. The Company will not provide any advice or recommendations regarding the suitability of buying, selling, or handling specific investments or executing Transactions, including their tax implications or the structure of any related accounts or the rights and responsibilities linked to such investments or Transactions.

7.8. The Client acknowledges that any clarification provided by the Company, its staff, agents, directors, or officers regarding a Transaction's terms or performance characteristics is not considered advice on the investment's value and does not hold the Company liable.

7.9. If the Company offers general trading suggestions, independent analysis, market insights, shareholder disclosure guidance, or other information to Clients receiving an execution-only service:

7.9.1. This is a supplementary aspect of the Company's relationship with the Client, provided solely to assist the Client in making their own investment decisions;

7.9.2. The Client recognises that when the information is general and not tailored specifically to them, it does not constitute personalised advice or a recommendation;

7.9.3. The Company makes no claims, assurances, or guarantees regarding the accuracy or comprehensiveness of such information, nor about the legal, tax, or accounting implications of any Transaction;

7.9.4. If the information is provided in a document (in electronic form or otherwise) that includes restrictions on the individuals or groups it is intended for or allowed to be shared with, the Client agrees not to distribute the information in violation of such restrictions.

8. Trading Platform and Client Portal

8.1. To access the Trading Platform and/or Client Portal, the Client must request a username and password from the Company. The Client will be required to enter the password whenever they wish to use the Trading Platform and/or Client Portal.

8.2. The Client acknowledges and agrees that, with respect to the password:

8.2.1. The Client is responsible for maintaining the confidentiality and proper use of their Verification Code.

8.2.2. The Verification Code must not be shared with any individual or for any reason without the Company's prior written approval. The Company is not liable if the Client discloses or shares the Verification Code with third parties without informing the Company.

8.2.3. The Company may act on any instructions, Orders, or communications entered using the Company's Verification Code, and the Client will be held accountable for any Transactions or costs incurred based on those instructions.

8.2.4. The Client must immediately notify the Company if they discover their Verification Code has been lost, stolen, shared with a third party, or used without authorisation. The Company is not liable for any Transactions made by third parties due to such unauthorised use.

8.3. If the Company suspects that unauthorised individuals are using the Client's Verification Code without their consent, the Company may suspend the Client's access to the Trading Platform and/or Client Portal without giving prior notice.

8.4. If the Company determines that the Client has shared their Verification Code with others in violation of Clause 8.2, the Company reserves the right to immediately terminate these Terms.

8.5. The Trading Platform and/or Client Portal are provided "as is," and the Company does not offer any warranties, either express or implied, regarding their merchantability, suitability for a particular purpose, or other attributes. The Company does not guarantee the reliability or performance of the Trading Platform and/or Client Portal, including any content, documentation, or associated hardware or software. Technical issues, such as failures, delays, malfunctions, software degradation, or hardware damage, may occur due to deficiencies in hardware, software, or communication links, potentially resulting in economic or data loss. Under no circumstances will the Company, its affiliates, or employees be liable for any losses (including lost profits or revenues, direct or indirect), costs, or damages, including special, consequential, or unforeseen damages, arising from the use, access, installation, maintenance, modification, deactivation, or attempt to access the Trading Platform and/or Client Portal.

8.6. The Company will not be responsible for any potential losses arising from or related to the use, access, installation, maintenance, modification, deactivation, or any attempts to access the Trading Platform or Client Portal, or any related actions.

9. Trading Availability and Technical Disruptions

9.1. The Client acknowledges and agrees that access to the Company’s trading platforms, order execution systems, price feeds, and other electronic services may, from time to time, be disrupted, delayed, suspended, or otherwise unavailable due to factors beyond the Company’s reasonable control, including but not limited to:

9.1.1. Internet connectivity issues, latency, or transmission failures;

9.1.2. Power outages, hardware/software malfunctions or breakdowns;

9.1.3. Failures or interruptions in third-party services, liquidity providers, or data vendors;

9.1.4. High market volatility, volume surges, or order book imbalances;

9.1.5. Server overload, scheduled maintenance, or emergency technical interventions; or

9.1.6. Any event qualifying as a Force Majeure Event under this Agreement.

9.2. The Company shall use commercially reasonable efforts to maintain the availability and reliability of its Trading Systems. However, the Client expressly acknowledges and agrees that the Company does not guarantee uninterrupted access, real-time execution, or absolute system stability.

9.3. Where reasonably practicable, the Company may issue advance notice of planned maintenance, system downtime, or known disruptions. However, in cases of unexpected outages, emergency conditions, or events outside the Company's control, the Client accepts that prior notice may not be possible. The Company shall not be held liable for any failure to provide notice or for any consequences arising from such failure.

9.4. The Client further understands and accepts that:

9.4.1. The Company shall not be liable for any direct, indirect, consequential, or incidental loss, unrealised profit, missed trading opportunity, or damages arising from platform outages, order rejections, pricing delays, or execution anomalies, unless caused solely by the Company's proven gross negligence or wilful misconduct.

9.4.2. No form of compensation, reimbursement, or adjustment shall be deemed due, promised, or implied for trades affected by system unavailability, unless explicitly offered by the Company under its Discretionary Compensation as per Clause 15. Such discretionary compensation shall not constitute an admission of liability.

9.5. In the event of an outage, the Company reserves the right, at its sole discretion, to take any action it deems necessary to preserve market integrity, client fairness, and internal risk management, including but not limited to:

9.5.1. Voiding or adjusting clearly erroneous transactions;

9.5.2. Repricing or rolling back affected trades to a prior valid state;

9.5.3. Temporarily suspending trading access or restricting certain instruments.

9.6. By entering into this Agreement, the Client expressly assumes all risks related to electronic trading and waives any claim against the Company for losses arising from unavailability, delays, or system interruptions, except as provided herein.

10. Delays and Quoting Errors

10.1. The Company shall make reasonable efforts to process and execute Client orders in a timely and accurate manner, in accordance with the standard operations of its trading systems. However, the Client acknowledges and agrees that market conditions and technical environments may, from time to time, affect the precision, speed, or availability of platform functions and services.

10.2. The Company does not represent, warrant, or guarantee uninterrupted access to price quotes, order execution, or platform performance. Without limitation, the Client accepts that delays, price discrepancies, or other anomalies may occur due to factors beyond the Company's immediate control, including but not limited to:

10.2.1. Internet or communication delays, connection instability, or latency;

10.2.2. Hardware, software, or infrastructure failure, whether on the Client's or the Company's side;

10.2.3. Occurrence of off-market quotes, stale prices, or feed discrepancies;

10.2.4. Disruption or failure in third-party service providers, liquidity sources, or data aggregators;

10.2.5. Unusual or extreme market volatility, rapid price movements, or asset suspension events;

10.2.6. Circumstances classified as Force Majeure Events.

10.3. In the event of disruptions, anomalies, or pricing irregularities, the Company may, at its discretion and in accordance with its internal risk and compliance procedures, take any corrective or protective measures deemed necessary. These may include, but are not limited to:

10.3.1. adjusting the execution price of affected orders;

10.3.2. cancelling transactions that occurred based on clearly erroneous data;

10.3.3. restricting or suspending trading services on impacted instruments or accounts on a temporary basis.

10.4. The Client acknowledges that the Company shall not be liable for any direct, indirect, incidental, or consequential losses, including but not limited to unrealised profits, missed opportunities, or damages, arising from any delays, disruptions, or execution anomalies, regardless of their cause or origin.

11. Margin Call and Stop Out

11.1. The Company deploys automated system whereby a reminder will be sent to the Client via electronic medium at different margin levels. The Company enforces a Margin Call of 50% and Stop Out of 30% upon all account types that is being offered to the Client.

11.2. The Client shall maintain a sufficient level of margin of the trading account at any point in time. The Company reserves the rights to liquidate all open positions in the event the deposit made by the Client is no longer sufficient to cover the predetermined required margin levels set forth by the Company.

12. **Corporate Actions**

12.1. In the event of a Corporate Action, the Company will decide on any necessary adjustments to an Order to address the dilutive or concentrative impact of the event. This ensures the economic value of the Orders is maintained as it was prior to the event or reflects the event's impact on the Orders. These adjustments will take effect on a date reasonably determined by the Company.

12.2. The Company will not process dividend payments in the following scenarios:

12.2.1. For a Client holding a Long Position in a Share CFD that goes ex-dividend, the Company will credit the Client’s account with a cash adjustment reflecting the dividend's impact on the Orders. The adjustment amount will correspond to the gross dividend on the applicable number of Share CFDs as of the ex-dividend date.

12.2.2. For a Client holding a Short Position in a Share CFD that goes ex-dividend, the Company will debit the declared cash dividend from the Client’s account. The adjustment will equal the gross dividend on the relevant number of Share CFDs on the ex-dividend date.

12.3. If the underlying asset linked to an Open Position is involved in a Merger Event, the Company may close any or all affected Open Positions at any point during the event. However, the Company will not close such positions without first providing reasonable notice of a deadline for the Client to close their position. If the position remains open past the deadline, the Company may proceed to close it.

12.4. For Financial Products impacted by a Merger Event, the Company may adjust the opening price to account for any cash component of the offer, revise the size to reflect changes in the underlying asset, or close the affected positions and open a new one based on the newly created underlying asset. These adjustments will take effect on a date deemed reasonable by the Company.

12.5. If the Company concludes that no feasible adjustment can yield a commercially reasonable outcome, it reserves the right to close the Open Position at the Close-Out Value on a date it reasonably determines.

12.6. When the Client holds a Long Position in a Share CFD linked to a US stock or security that goes ex-dividend, the Company must, in accordance with US tax laws, withhold 30% of the cash adjustment representing the declared dividend's impact. The withheld amount will be sent to the Company's liquidity provider, who will report it to the appropriate US authorities. Clients can review the amounts withheld for US tax purposes within their account.

13. Charges and Credits

13.1. The Client must pay the Company all commissions and charges listed in the Financial Terms, along with any additional fees agreed upon in writing, regardless of their inclusion in the Financial Terms.

13.2. The Company may update the Financial Terms periodically with prior notice to the Client. The Client is responsible for checking these updates regularly and agrees to comply with them.

13.3. With regards to Clauses 10.1 and 10.2, the Company reserves the right to require the Client to pay the following expenses separately, upon notification:

13.3.1. Costs incurred by the Company due to the Client's failure to meet their obligations under these Terms, including fees for issuing reminders or obtaining legal assistance.

13.3.2. Administrative fees associated with security deposits, as well as any costs related to pledges, including insurance premium payments if applicable.

13.4. If the Company receives or recovers any commission, fee, cost, or other amount related to the Client's obligations under these Terms in a currency different from the one originally payable (whether through a court judgment or otherwise), the

Client agrees to indemnify and protect the Company against any costs (including currency conversion fees) or losses incurred due to receiving the payment in a different currency.

14. Conflict of Interest

14.1. The Company is obligated to take reasonable measures to identify and address conflicts of interest that may arise between:

14.1.1. The Company and its Clients; and

14.1.2. Different Clients during the provision of the Company's Services.

14.2. The Company is not required to inform the Client if it or its associated entities have a financial or other interest in a specific Transaction involving the Client. However, the Company will take reasonable steps to ensure the Client is treated fairly.

14.3. The Company shall not disclose to the Client or take into consideration of any fact, matter, or finding that:

14.3.1. Must remain confidential to protect another party.

14.3.2. Is known to employees or agents not directly working with the Client and who are unaware of the specific details.

15. Liability and Indemnity

15.1. The Client agrees to indemnify and hold the Company, its affiliates, officers, employees, and agents harmless against all claims, liabilities, costs, expenses, and damages, including but not limited to:

15.1.1. Reasonable legal fees; and

15.1.2. Fees and expenses arising from litigation.

15.2. The Client’s indemnification of obligations shall arise in connection with:

15.2.1. Negligence or wilful misconduct by the Client.

15.2.2. Any violation of applicable laws or regulations by the Client.

15.2.3. Breach of any provision of this Agreement by the Client.

15.2.4. The occurrence of a Default Event attributable to the Client.

15.3. The Client agrees to promptly reimburse the Company for all damages, costs, and expenses, including reasonable legal fees and associated expenses, incurred by the Company in enforcing any provisions of this Agreement. Payment for such costs and expenses shall be made without delay upon notification by the Company.

15.4. The Company shall not be held responsible for any delays, charges, or losses resulting from payment errors or delays in funds reaching the Client's nominated account. The Client agrees to indemnify and hold the Company harmless for any losses or charges incurred by the Company due to such errors on the Client's part.

15.5. The Company shall not be liable for any direct, indirect, or consequential loss, including loss of profits, incurred by the Client due to any acts or omissions of a third party.

15.6. Nothing in this Agreement shall limit or exclude any liability that the Company may owe to the Client under the Client's statutory rights.

16. Discretionary Compensation

16.1. The Client acknowledges and agrees that any form of goodwill compensation, reimbursement, credit, or adjustment offered by the Company in response to service disruptions, execution irregularities, trading anomalies, or individual complaints shall be made solely at the absolute discretion of the Company.

16.2. Such discretionary compensation, whether granted in whole or in part, shall not constitute an admission of fault, liability, or obligation on the part of the Company.

16.3. All claims for compensation shall be assessed strictly on a case-by-case basis. The Company shall not be obligated to offer similar or identical compensation to any other Clients or accounts, even in cases where the issues or circumstances may appear comparable. This includes, without limitation, situations involving:

16.3.1. multiple accounts held by the same Client,

16.3.2. Clients using the same IP address, device, or trading infrastructure,

16.3.3. similar trading strategies, account types, or trade execution times,

16.3.4. shared or coordinated account activity across different profiles,

16.3.5. or any other technical or behavioural overlap as identified by the Company.

16.4. The Client expressly waives any expectation or entitlement to uniform treatment or compensation based on actions taken by the Company in relation to other Clients or accounts. The Company may, without limitation, consider a wide range of commercial, technical, legal, or risk-related factors when deciding whether compensation is appropriate.

16.5. By entering into this Agreement, the Client agrees not to rely upon the possibility or precedent of discretionary compensation and further acknowledges that no statement, omission, or conduct by the Company shall be construed as creating a binding obligation to provide such remedies in the future.

17. Termination and Suspension

17.1. The Client may terminate this Agreement at any time by providing written notice to the Company. Upon termination, the Company may, without prior notice to the Client, close any or all the Client's Open Positions. The Company shall not be held liable for any loss of profit or capital resulting from such actions.

17.2. If the Company becomes aware of or has reason to believe that any of the following has occurred:

17.2.1. if the Client has provided false or deceptive information to the Company;

17.2.2. if the Client is involved in or assisting with money laundering or terrorist financing;

17.2.3. if the Client is under investigation by law enforcement or regulatory bodies;

17.2.4. if abnormal trading conditions arise; and

17.2.5. if a Default Event occurs.

17.3. Should a suspension or halt last for five (5) Business Days, the Company reserves the right to close any or all of the Client's Positions at its discretion. In such instances, the Company will determine, in good faith, the date and value for closing the Position.

17.4. If the Agreement is terminated, the Company will return any funds or investments in the Client's account, if applicable, any fees and set-off rights are considered. If any of the Client's accounts have a negative balance, the Company can use the Client's other accounts to cover that balance if were to be deemed necessary for such action. The Client should settle any outstanding amounts as soon as possible. A final statement will be issued to the Client if needed.

18. Notice and Communication

18.1. The Company has the right to notify, instruct, or communicate with the Client via telephone, email, or Trading Platform. The Client agrees that the Company may use any of these communication methods at any time.

18.2. The Company will use the contact details (address, phone number, or email) provided in the Client's Account opening documentation, or any updated contact details that the Client may provide in the future.

18.3. The Client is responsible for promptly reading all notices posted on the Company's website and Trading Platform.

18.4. The Client may notify the Company by an email, which will be deemed as valid written notices. The Client is required to use the Company’s designated email address for such notifications, as updated by the Company from time to time in accordance with its notice procedures.

18.5. All communications between the Client and the Company shall be conducted in English. Although the Company or third parties may provide translations of these Terms, the original English version shall be the only legally binding version.

18.6. In the event of any discrepancies between the English version and other translations, the English version provided by the Company shall take precedence.

18.7. The Company will not be liable for any delays in the Client receiving communications once they have been sent.

19. Confidentiality and Data Protection

19.1. Throughout the course of its relationship with the Client, the Company may gather various information, including personal data, from the Client as required.

19.2. The Company commits to maintaining the confidentiality of all information it holds about the Client, both during and after the Client's relationship with the Company. However, the Client acknowledges and agrees that the Company, as well as any of its Associated Companies, may:

19.2.1. Verify the Client’s identity and background before and during the Agreement, in accordance with money laundering and regulatory requirements, manage and monitor the Client's Account, analyse its conduct, offer Services, and enhance the Company's operations, procedures, products, or Services throughout the Agreement term.

19.2.2. Assess the Client’s credit worthiness, set credit limits, determine interest rates, fees, and other charges applicable to the Client's Account, and perform statistical analysis and other evaluations.

19.2.3. Analyse the Client's personal data, including contact information, application details, and usage patterns of the services provided, to recommend relevant products or Services that may interest the Client.

19.2.4. To reach out to the Client through various communication channels (telephone, including automated calls, mail, email, or other electronic messaging such as SMS, video, or picture messaging) with updates, offers, news, events, seminars, and information related to the Company's and its Associated Companies services, as well as selected partner offerings.

19.2.5. Use the Client's personal data to fulfil its legal obligations, including cooperating with regulators and courts, and ensuring compliance with applicable laws and regulations.

19.3. The Company will handle the Client's personal information in line with its privacy policy, which is available for the Client to access on the Website.

20. Force Majeure

20.1. In the event of a Force Majeure Event, the Company shall make reasonable efforts to resume performance as soon as possible and may notify the Client in writing regarding the occurrence of such an event.

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

20.2.1. Any acts of governmental authority, wars, hostilities, acts of terrorism, civil unrest, national emergencies, sabotage, or any other significant global events, economic or political crises, which, in the Company's discretion, prevent it from maintaining a stable market for the financial instruments it offers;

20.2.2. Natural disasters including earthquakes, tsunamis, hurricanes, floods, fires, epidemics, or any catastrophic event that obstructs the Company's ability to provide services;

20.2.3. Labor-related disruptions, including strikes, labor disputes, or lockouts, that interfere with the Company's operations;

20.2.4. Suspension of market operations, imposition of price controls, or regulatory bans that affect the ability to trade in a market, or any regulatory or self-regulatory decisions that impact trading activities;

20.2.5. Failures or malfunctions in the Company's electronic systems, communication networks, or any cyber-attacks that prevent the Company from fulfilling its services;

20.2.6. Any unforeseen circumstances or events beyond the Company's control, which impede its ability to continue offering services despite reasonable efforts to resolve the situation;

20.2.7. The failure of third parties, such as financial institutions, brokers, liquidity providers, or other partners, to meet their obligations, which may affect the Company's ability to fulfil its responsibilities.

20.3. If the Company, in its reasonable judgment, concludes that a Force Majeure Event has occurred (without limiting any other rights the Company may have under the Agreement), the Company may, without prior notice, take any of the following actions, either individually or in combination:

20.3.1. Adjust margin requirements as deemed necessary;

20.3.2. Close any or all open positions at prices the Company deems reasonable under the circumstances;

20.3.3. Refuse to accept new orders from Clients;

20.3.4. Suspend or alter any terms of this Agreement if the Force Majeure Event prevents or complicates compliance with those terms;

20.3.5. Increase spreads and/or trading commissions;

20.3.6. Reduce leverage;

20.3.7. Temporarily disable the Trading Platform for maintenance or to prevent further damage;

20.3.8. Deactivate the Client's account;

20.3.9. Cancel any pending positions;

20.3.10. Deny any deposit requests;

20.3.11. Take any other actions deemed necessary or appropriate based on the circumstances, including the Company's position, Client's position, and the interests of other clients.

21. **Market Abuse**

21.1. The Client affirms and guarantees to the Company, both at the time of entering these Terms and each time the Client executes a transaction or provides any further instructions to the Company, that:

21.1.1. The Client confirms that they will not, and have not, executed any transactions that violate laws or regulations related to insider trading, market manipulation, or any form of market abuse or misconduct. The Client agrees to comply fully with all relevant laws and regulations.

21.1.2. The Client confirms that they will not, and have not, made any transactions with the Company that would give them, or anyone working with them, enough influence over the price of an instrument to require official disclosure of their interest.

21.2. The Client understands that it is wrong to trade an instrument solely to manipulate the Company's prices and agrees not to engage in such actions.

21.3. The Company has the right, and in certain cases the obligation, to report details of any Transaction or instruction to the relevant regulatory authorities. The Client may also be required to provide necessary disclosures and agrees to comply with such requirements.

22. **Prohibited Trading Practices**

22.1. The client hereby represents, warrants, and undertakes to the Company that they shall not, whether directly or indirectly, engage in any of the following activities in connection with the use of the Company's Trading Platform, payment service providers, or any other services offered by the Company:

22.1.1. use the Trading Platform or any related services for unlawful, fraudulent, abusive, or otherwise prohibited purposes;

22.1.2. negligently or maliciously interfere with, disrupt, overload, or otherwise impair the operation or functionality of the Trading Platform or the services of the Company's payment service providers or other third-party service providers;

22.1.3. use, deploy, or attempt to use any software, programme, algorithm, or application not provided or authorised by the Company, including but not limited to:

22.1.3.1. manipulating or taking unfair advantage of the Trading Platform or the services of the Company's payment service providers or other third-party service providers; or

22.1.3.2. engaging in any form of arbitrage practice (including, without limitation, latency abuse, price manipulation, or time manipulation) designed to exploit the manner in which the Company constructs, provides, or conveys its bid or offer prices;

22.1.4. adopt any trading strategy intended to exploit errors in prices, transact at off-market prices, or otherwise take advantage of internet delays, latency issues, or technical inefficiencies;

22.1.5. perform or engage in any malicious carry trade, carry trade executed in bad faith, or similar trading strategy intended to take improper advantage of interest rate differentials in foreign currencies;

22.1.6. execute or engage in any Transaction, whether alone or in concert with others:

22.1.6.1. which creates or results in a declarable interest in the relevant company under applicable exchange regulations; or

22.1.6.2. which relates to any placing, issue, distribution, offer, takeover, merger, or other analogous event, or any other corporate finance-related activity in which the Client is involved or has an interest;

22.1.6.3. decompile, decode, reverse engineer, or disassemble any of the Company's software, algorithms, or applications;

22.1.6.4. commit or attempt to commit, in the Company's sole and reasonable discretion, any act for the purpose of obtaining improper gain, including but not limited to exploiting flaws or loopholes in the Company's trading or brokerage systems, events, promotions, or other benefits; exploiting trading conditions offered by brokers such as leverage, bonuses, or incentives; exploiting liquidity conditions in the OTC market or correlations between the OTC market and related markets; exploiting periods of market inactivity; hedging trades with other brokers; or engaging in any other conduct contrary to the principle of market fairness.

22.1.7. violate any of the Company's internal risk management policies; or

22.1.8. open or close any Transaction or position in contravention of any primary or secondary legislation, or any law or regulation concerning insider dealing, market manipulation, market abuse, related party transactions, or other forms of market distortion.

22.2. The Company reserves the right, at its sole discretion, to take any action it deems necessary in the event of a breach of this Clause, including, without limitation:

22.2.1. suspending, restricting, or terminating the Client's access to the Trading Platform accordance with Clause 16;

22.2.2. cancelling, reversing, or amending any affected Transactions;

22.2.3. recovering any gains, rebates, commissions, or benefits improperly obtained; and

22.2.4. reporting the Client and the relevant conduct to any regulatory, governmental, or law enforcement authority.

23. Governing Law and Applicable Regulations

23.1. This Agreement shall be governed by, and construed in accordance with, the laws of Saint Lucia. The services provided under this Agreement are subject to the applicable rules, directives and regulatory requirements Saint Lucia. Both parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Saint Lucia for any dispute, claim or matter arising out of or in connection with this Agreement.

24. Miscellaneous

24.1. The Company reserves the right to transfer or assign its rights, benefits, and obligations under these Terms at any time, provided it gives the Client at least ten (10) Business Days' written notice. Such a transfer or assignment will only take effect if the assignee agrees in writing to comply with and fulfil the obligations outlined in these Terms. The Client is not permitted to transfer or assign any of its rights or obligations under these Terms.

24.2. The rights and obligations of the Company under these Terms are exclusive to the Client and cannot be transferred or assigned by the Client without obtaining the Company's prior written approval.

24.3. The Company may disclose information about the Client's Transactions, which could include revealing the Client's identity. Additionally, the Company may respond to requests for information from relevant regulatory or governmental authorities. The Client agrees that such disclosures do not violate the Company's confidentiality obligations under these Terms.

24.4. The Client acknowledges that the Company may not operate on major holidays, during which its Services may be partially or entirely unavailable. It is the Client's responsibility to stay informed about the Company's standard business hours and closure schedule to minimise potential disruptions or inconveniences to their trading activities.

24.5. The Company's records, unless proven to be inaccurate, will serve as evidence of the Client's transactions and interactions with the Company related to its services. The Client agrees not to challenge the admission of these records in legal proceedings, even if they are not original, in written form, or generated by a computer. While the Company may, at its sole discretion, provide these records to the Client upon request, the Client acknowledges that they should not rely on the Company to fulfil their record-keeping obligations.

24.6. If any action or proceeding is initiated by or against the Company in connection with these Terms or due to any act or omission by the Company, the Client agrees to fully cooperate with the Company in defending or pursuing such action or proceeding.

25. Amendments

25.1. All clauses within this policy are subject to periodic updates and the Client is deemed to acknowledge any modifications to this policy after the updated copy is made available to the public at any medium.

25.2. Should inconsistency arise between different language version of all policy, terms and conditions or agreements, the English version shall supersede and prevail.

26. **Enquiries**

26.1. For enquiries with regards to this document, the Client may contact the Company by emailing dedicated customer support at support@aurra.markets.