



Client Agreement

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1. DEFINITIONS

1.1 This Agreement includes the following terms and their meanings:

- "**Abnormal Market Conditions**" refers to market conditions that are not normal, such as low liquidity, rapid price movements, or price gaps.
- "**Access Data**" means the codes and information required for the Client to access their Trading Account, including login codes, passwords, and account numbers.
- "**Affiliate**" refers to any entity that is directly or indirectly controlled by the Company, controls the Company, or is under common control with the Company. "**Control**" in this context means owning a majority of the voting power of the Company or entity.
- "**Agreed Process**" means any process that the parties have agreed to use in resolving a Dispute, other than the Procedure for Dispute Resolution, which may be amended by the parties.
- "**Ask**" refers to the higher price in a Quote, which is the price at which the Client can buy.
- "**Balance**" refers to the total financial result of all Completed Transactions and deposit/withdrawal operations on the Trading Account.
- "**Base Currency**" refers to the first currency in a Currency Pair against which the Client buys or sells the Quote Currency.
- "**Bid**" refers to the lower price in a Quote, which is the price at which the Client can sell.
- "**Business Day**" refers to any day between Monday and Friday, excluding any holiday announced by the Company on its Website.
- "**Business Hours**" refers to the hours from 09:00 to 17:00 (GST) on Business Days (Monday to Friday) and Saturdays from 10:00 to 15:00 (GST).
- "**Client Terminal**" refers to the cTrader platform, which clients use to access real-time financial market information (as determined by the Company), perform technical

analysis of markets, execute transactions, place/modify/delete orders, and receive notifications from the Broker. The program software is available for free download on the Broker's website.

- **The "company"** means Liyan Trading LLC, registered in compliance with the laws of Saint Vincent and the Grenadines under registration number 2886 LLC 2023, with its office located at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines.
- **A "Completed Transaction"** means two counter deals of equal size in opposite directions (i.e., buying and then selling or selling and then buying) to open and close a position.
- **"Contract Specifications"** are the key trading terms (such as spread, lot size, initial margin, hedged margin, etc.) for each instrument, displayed on the Company's website at www.liyanbroker.com
- **"Currency of the Trading Account"** refers to the currency selected by the Client while opening their Trading Account.
- **"Currency Pair"** refers to the subject of a Transaction based on the fluctuation of the value of one currency in comparison to another.
- **"Client"** refers to any natural person or legal entity, excluding stateless individuals, those under the age of 18, or citizens and legal entities of countries where does not provide services, who has submitted the Client Registration Form.
- **"Client Information"** refers to any information or documents related to the Client, their Account, or the use of Services that the Company receives from the Client or obtains through other means.
- **"Client Registration Form"** refers to a form available on the Website that the Client needs to fill in to create their Liyan account.
- **"Data Delivery Date"** refers to each date agreed upon as such between the parties.
- **"Dispute"** refers to either:

- a) A situation where the Client reasonably believes that the Company has breached one or more terms of the Operative Agreements as a result of any action or failure to act;
- b) A situation where the Company reasonably believes that the Client has breached one or more terms of the Operative Agreements as a result of any action or failure to act;
- c) A situation where the Client makes a deal at an Error Quote (Spike), or before the first Quote comes to the Trading Platform on the Market Opening, or at the Quote received by the Client because a Dealer made a Manifest Error, or due to a software failure of the Trading Platform.
- d) Any dispute between the parties (I) which, in the sole opinion of the party delivering the relevant Dispute Notice, is required to be subject to the Dispute Resolution Procedure (or other Agreed Process); and (II) in respect of which a Dispute Notice has been effectively delivered.

- **"Dispute Date"** refers to the date on which a Dispute Notice is effectively delivered by one party to the other party regarding a dispute. If both parties deliver a Dispute Notice, the Dispute Date will be the date on which the first notice is effectively delivered. For a Dispute Notice to be effectively delivered, it must be delivered in the manner agreed upon by the parties for giving notices in relation to the Agreement.

- **A "Dormant and/or Inactive Account"** refers to a trading account held by a Company Client where there has been no trading activity and/or inactivity for a continuous period of six (6) months by the account holder/owner of the trading account. It also includes trading accounts where the Company has not conducted any transactions in relation to the account by and/or on the instructions of the account holder/owner or their authorized representative for a period of six (6) consecutive months.

- **"Dormant and/or Inactive Account Fee"** refers to a handling fee of 0 USD or an equivalent amount in USD that the Company may charge at its sole discretion, and/or that a Client may pay for their dormant account(s) held by the Company on a monthly basis. The fee may be amended by the Company from time to time.

- **The term "Equity"** shall be defined as: Balance + Floating Profit - Floating Loss.

- **"Error Quotes"** are exchange rates that are transmitted to the Client's Terminal due to a technical error in the system.

- **"Error Quote (Spike)"** shall refer to an Error Quote that meets the following criteria:

- a) There is a significant Price Gap;
- b) The price rebounds with a Price Gap in a short period of time;
- c) Prior to its appearance, there were no rapid price movements;
- d) No important macroeconomic indicators and/or corporate reports were released before or immediately after its appearance; and
- e) It significantly deviates from the market pricing.

The Company reserves the right to remove Error Quotes (Spikes) from the Server's Quotes Base.

- **The term "Event of Default"** is defined in Clause 17 of this agreement.

- **"Floating Profit/Loss"** refers to the current profit or loss on open positions, calculated based on the current Quotes.

- **A "Force Majeure Event"** has the same meaning as described in Clause 19 of this agreement.

- **"Free Margin"** refers to the funds in a Trading Account that can be used to open a position, calculated by subtracting Necessary Margin from Equity.

- **"Hedged Margin"** refers to the margin required by the Company to open and maintain matched positions, and the specific details for each instrument can be found in the Contract Specifications.

- **An "Indicative Quote"** is a Quote in which the Company has the right to reject any instructions or orders.

- **"Initial Margin"** refers to the minimum margin required by the Company to initiate a position. The specific details for each Instrument are provided in the Contract Specifications.

- **"Instruction"** means a request made by the Client to the Company for opening/closing a position or placing/modifying/deleting an Order.
- **"Instrument"** encompasses all financial instruments including any currency pair, spot metal, contract for difference and any other instruments offered by the Company.
- **"Illicit Profit"** is the profit generated as a result of an Event of Default, Error Quote or a violation of any of the terms specified in the Operative Agreements. ❌
- **"Leverage"** refers to the 1:100 ratio (other ratios may also be available on the Website) concerning Transaction Size and Initial Margin. A ratio of 1:100 means that the Initial Margin required to open a position is one hundred times less than the Transaction Size.
- **"Liquidity Provider"** refers to a bank or ECN that provides the Company with tradable prices and may be utilized by the Company to hedge the Client's trades.
- **"Long Position"** refers to a buy position that increases in value when market prices rise. When referring to Currency Pairs, it is the act of purchasing the Base Currency with the Quote Currency.
- **"Lot"** refers to a unit of Securities Base Currency or troy oz. of Precious Metal within the Trading Platform.
- **"Lot Size"** refers to the number of shares, underlying assets or units of Base Currency, or troy oz. of Precious Metal in one Lot, as specified in the Contract Specifications.
- **"Margin"** refers to the required guarantee funds to maintain Open Positions, as determined for each Instrument in the Contract Specifications.
- **"Margin Level"** refers to the Equity to Necessary Margin ratio, expressed as a percentage. It is calculated by dividing Equity by Necessary Margin and multiplying the result by 100%.
- **"Margin Trading"** means trading with leverage where the Client can make Transactions with significantly less funds in the Trading Account compared to the Transaction Size.
- **"Matched Positions"** means Long and Short Positions of the same Transaction Size opened on the Trading Account for the same Instrument.

- "**Necessary Margin**" means the margin required by the Company to maintain Open Positions. The details for each Instrument are specified in the Contract Specifications.
- "**Normal Market Conditions**" mean a market with no significant breaks in the Quotes Flow in the Trading Platform, no fast price movements, and no large Price Gap.
- "**Open Position**" means a Long Position or a Short Position that is not a Completed Transaction.
- "**Operative Agreements**" or "**Regulating documents**" refer to this Client Agreement along with all Client Account Agreements, Policies, Risk Disclosure, and other such Documentaries as listed in the Regulatory documents and agreements of the Documentary section of the Website. The Client acknowledges that the Operative Agreements may be revised by the Company periodically, and the latest version can be accessed by visiting the Website.
- "**Order**" denotes a Client's instruction to the Company to initiate or terminate a position when the price attains the Order Level.
- "**Order Level**" refers to the price specified by the client in their order.
- "**Precious Metal**" refers to spot gold or spot silver.
- "**Price Gap**" is defined as either:
 - a) the current Quote Bid is higher than the previous Quote's Ask or
 - b) the current Quote Ask is lower than the previous Quote's Bid.
- "**Quote**" represents the current price information for a particular instrument, in the form of Bid and Ask prices.
- "**Quote Currency**" is the second currency in a currency pair that the client can buy or sell for the Base Currency.
- "**Quotes Base**" refers to the Quotes Flow information that is stored on the server.
- "**Quotes Flow**" is the stream of quotes for each instrument in the trading platform.
- "**Rate**" refers to either:
 - a) the value of the Base Currency in terms of the Quote Currency for a Currency Pair or,

b) the price of one troy oz. worth of Precious Metal against the US dollar or other specified currency in the Contract Specifications for this instrument.

- **“Relevant Amount(s)”** refers to any free Equity in the Client’s Trading Account that is not being used for margin purposes.
- **“Request”** refers to a Client's request to the Company to obtain a Quote, which does not create an obligation to make a Transaction.
- **“Server”** refers to the cTrader Server program, used to execute the Client’s Instructions or Requests, provide real-time trading information (content defined by the Company), and consider the mutual liabilities between the Client and the Company in accordance with the terms of the Operative Agreements.
- **“Services”** shall mean the services provided by the Company to the Client as outlined in Clause 5 herein.
- **“Short Position”** shall mean a sell position that increases in value if market prices decrease. For Currency Pairs, it refers to selling the Base Currency against the Quote Currency.
- **“Spread”** shall mean the difference between the Ask and Bid prices.
- **“Third-party service provider”** refers to an entity where both parties agree to perform all or part of the actions under the relevant provision.
- **“Trading Account”** shall mean the unique registration system that personifies all Completed Transactions, Open Positions, Orders, and deposit/withdrawal transactions on the Trading Platform.
- **“Trading Account History”** refers to the complete record of a client's trading and non-trading activity, such as deposits, withdrawals, and credits, as well as any other services provided by the Company within the client's account(s) with the Company. This record may include data from the cTrader platform and may be transferred, archived, shrunk, or compressed in part or in full, but it remains fully accessible to the client at any time from their private and personal space on their account(s).
- **“Trading Benefits Program”** shall refer to the program offered by the Company to its Clients as described in Clause 26.1 herein.=

- **“Trading Platform”** shall refer to the collection of programs and technical infrastructure that enable real-time Quotes and facilitate Transactions, including the placement, modification, deletion, and execution of Orders, as well as the calculation of all mutual obligations between the Client and the Company. The Trading Platform includes the Server and the Client Terminal, which includes cTrader, among other technologies.
- **“Transaction”** means any agreement made or executed by the Client or on behalf of the Client in accordance with this Agreement and the Terms of Business.
- **“Transaction Size”** means the product of the Lot Size and the number of Lots.
- **“Website”** refers to the Company's website at www.liyanbroker.com or any other website maintained by the Company for Clients to access.
- **“Written Notice”** has the definition provided in Clause 11 of this Agreement.

1.2 All references to a statutory provision shall be deemed to include references to:

- a) any statutory modification, consolidation or reenactment of it, whether in force before or after the date of these Operative Agreements;
- b) all statutory instruments or orders made pursuant to it; and
- c) any statutory provision of which that statutory provision is a re-enactment or modification.

1.3 The use of words denoting the singular shall also include the plural and vice versa; words denoting any gender shall also include all genders; and words denoting persons shall also include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

1.4 Unless expressly stated otherwise, a reference to a Clause, party, or a schedule is a reference to a Clause in, or a party or schedule to, this Agreement, respectively.'

1.5 The Clause headings are included for convenience of reference only and shall not affect the interpretation of the terms of this Agreement.

1.6 Any words whose meaning is not defined in this Client Agreement shall have the meaning ascribed to them in the Terms of Business.

2. INTRODUCTION

2.1 This Client Agreement ("Agreement") is executed between the Company and the Client.

2.2 The Company is Liyan Trading LLC, with a registered office located at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, Saint Vincent and the Grenadines, registration number 2886 LLC 2023.

2.3 This Client Agreement, together with the Terms of Business, the Risk Disclosure, Financial Rules, and as well as any other document located in the "Documentary" section of the Website, constitute the entire agreement between the Company and the Client. These Agreements, which may be amended or supplemented from time to time, set out the terms and conditions governing the relationship between the Company and the Client in respect of Instruments.

2.4 The Operative Agreements shall control all trading and non-trading operations of the Client with the Company and shall be thoroughly read by the Client. They outline, among other things, the information that the Company must disclose to the Client under relevant regulations.

2.5 The defined terms used in this Agreement are set out in Clause 1 ("DEFINITIONS"). The Company acts as principal-to-principal in relation to any Client transaction and not as the agent on the Client's behalf. This means that unless otherwise agreed, the Company treats the Client as a client for all purposes and the Client is directly and fully responsible for performing the obligations under each transaction made by the Client. If the Client acts in relation to or on behalf of another person, whether or not the identity of that person is disclosed to the Company, the Company will not accept that person as an indirect client and shall accept no obligation to that person, unless otherwise specifically agreed.

3. COMMENCEMENT

3.1 The terms of the Operative Agreements shall be deemed accepted unconditionally by the Client upon the date when the Client receives notice from the Company in accordance with Clause 4.1 and shall remain in effect unless terminated by either party.

3.2 This Agreement is an initial service agreement that pertains to a series of successive or separate operations, including Transactions in Instruments, without limitation.

3.3 The Client does not have the right to cancel the Agreement based on the fact that it is a distance contract.

4. ACCOUNT ACTIVATION

4.1 The Client's Liyan account shall be activated by the Company upon receipt of the Client Registration Form submitted by the Client, subject to the following conditions:

- a) the relevant identity checks have been satisfactorily completed by the Company;
- b) the Company has approved the Client's deposit and/or withdrawal methods; and
- c) the Operative Agreements have been accepted by the Client.

4.2 The Company retains the right to accept or reject the Client at its absolute discretion, subject to the condition that all requested documentation has been received by the Company, fully and properly completed by the Client.

4.3 The Company is entitled to request a minimum initial deposit to permit the Client to commence using their Trading Account.

4.4 Upon activation of the account, the Client will be able to always view their account balance in their Liyan account and will have the right to withdraw it on demand.

5. SERVICES

5.1 The Company shall provide the following Services to the Client, subject to the Client fulfilling their obligations under the Operative Agreements and any other rights of the Company in the Operative Agreements:

- a) Receive and transmit orders or execute orders for the Client in financial instruments on an own account basis.
- b) Provide Foreign Currency Services to the Client, provided they are associated with the provision of the Investment Service in Clause 5.1a).

- c) Provide safekeeping and administration of financial instruments for the Client's account, if applicable, including custodianship and related services such as cash/collateral management, as described in Clause 7.

5.2 Provided that the Client fulfills their obligations under the Operative Agreements, the Company has the right to enter into Transactions with the Client involving Instruments specified on the Company Website.

5.3 All Transactions between the Client and the Company will be carried out on an execution-only basis. The Company reserves the right to execute Transactions that may not be suitable for the Client.

5.4 Unless otherwise agreed in the Operative Agreements, the Company is not obliged to monitor or advise the Client on the status of any Transaction, make margin calls, or close out any of the Client's Open Positions.

5.5 The Client is not entitled to ask the Company to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction.

5.6 The Company is not obligated to provide physical delivery of the underlying asset of an Instrument in any Transaction. The profit or loss in the currency of the Trading Account will be deposited or withdrawn from the Trading Account upon the closing of the Transaction.

5.7 The Company is prohibited from providing personal recommendations or advice regarding the benefits of any particular Transactions.

5.8 The Company, at its discretion, may occasionally provide information and recommendations in newsletters that may be posted on its website or provided to subscribers through its website or other means. In such cases:

- a) The provided information is solely intended to assist the Client in making their own investment decisions and should not be considered investment advice.
- b) If the document includes any restrictions on the intended audience or category of individuals for whom it is intended or distributed, the Client agrees not to share it with any such individuals or categories of individuals.

- c) The Company provides no representation, warranty, or guarantee as to the accuracy or completeness of such information or the tax consequences of any transaction.
- d) The Company makes no representations regarding the time of receipt by the Client and cannot ensure that the Client will receive such information at the same time as other Clients. Any published research reports or recommendations may appear in one or more screen information services.
- e) The information provided is solely intended to assist the Client in making their own investment decisions and does not constitute investment advice or unsolicited financial promotions to the Client.
- f) It may not necessarily consider the applicable legislative or regulatory framework of the country where the Client resides, and it is the Client's responsibility to ensure compliance with it.

5.9 The Client must provide the Company with information regarding their knowledge and experience in the investment field upon request, so that the Company can assess the appropriateness of the service or product for the Client. Failure to provide such information, or providing insufficient information, will prevent the Company from determining whether the service or product is appropriate for the Client. The Company will assume that any information provided by the Client is accurate and will not be responsible if such information is incomplete, misleading, changes, or becomes inaccurate, unless the Client has notified the Company of any changes.

5.10 The Company reserves the right, at its discretion, to refuse to provide the Services to the Client at any time and the Client agrees that the Company shall have no obligation to disclose the reasons for such refusal. Additionally, the Company reserves the right to suspend, delay, and/or modify the provision of any Services in the event of Abnormal Market Conditions.

5.11 The Company may reject any trade request or partially execute it at its sole discretion based on size considerations. If the requested trade size exceeds the Company's ability to fill it due to market conditions, then the order may be executed partially or rejected entirely.

5.12 Commentary on the market, news, or other information may change and could be withdrawn at any time without prior notice.

5.13 The Client acknowledges, confirms and agrees that their trading history in the cTrader Platform may be archived by the Company at any time, without prior written consent or notice to the Client, and reduced to a single summarized line in the corresponding trading account of cTrader, where the trading history records exceed a timeframe of one (1) month.

5.14 The Client acknowledges, confirms, and agrees that the aforementioned archived trading and non-trading history shall remain accessible and/or downloadable at any time from and/or within the Client's Liyan account.

5.15 The Company confirms that the Client's original trading history records from the cTrader Platform, which are archived within the Client's Liyan account, shall remain accessible and/or downloadable by the Client at any time through his/her Liyan account.

5.16 The Company confirms that it will keep all of the Client's records, trading, and non-trading activities, whether current, past, or archived, remaining for at least seven (7) years after the termination of the business relationship. This is in accordance with applicable legislative requirements.

5.17 The Company retains the right to suspend, terminate, or unwind any Transaction that resulted from technical errors, misconfiguration, or if the Company suspects any fraudulent, manipulative, or arbitrage activities in the Client's account or other related Transactions. In such cases, the Company is authorized to withdraw any profits and charge any costs that it considers to have been inappropriately earned, at its sole discretion. The Company shall not be responsible for any losses or damages resulting from the cancellation of any Transaction or profits, or from the suspension, closure, or unwinding.

5.18 As per common reporting standards, the Client acknowledges and agrees to provide all necessary information about themselves to the Company, including but not limited to their name, address, jurisdiction of residence, date and place of birth, account number, and any additional documents or information as requested by the Company. The Client consents to transfer their personal data to the Company, which is registered as a data controller under the applicable law, for the purpose of identification, administrative, and business requirements necessary for the Company to comply with its legal and contractual obligations under this and other agreements

with the Client. The Company reserves the right to transfer such personal data to auditors, lawyers, financial consultants, service providers, and counterparties contracted by the Company.

6. CONFLICTS OF INTEREST AND MATERIAL INTERESTS

6.1 When the Company engages in a transaction with or on behalf of the Client, it is possible that the Company, an affiliate, or any other person connected or affiliated with the Company, may have an interest, relationship, or arrangement that is significant to the concerned transaction or conflicts with the Client's interests. For instance, when the Company executes a transaction for the Client, it may be:

- a) Executing trades in the respective instrument for the Company's own account as a principal by buying or selling the instrument to the Client; and/or
- b) Matching the Client's transaction with another client's transaction by acting on behalf of both the Client and the other client; and/or
- c) Trading in the instrument that the Company offers to the Client (including taking long or short positions); and/or
- d) Advising and providing other services to associates or other clients of the Company who may have interests in investments or underlying assets that conflict with the Client's interests.

6.2 By entering into this agreement, the Client consents to and authorizes the Company to deal with or on behalf of the Client in any manner which the Company considers appropriate, even if there is a conflict of interest or the Company has a material interest in a transaction, without prior notice to the Client. The Company has a policy of independence, and its team is required to comply with this policy and disregard any material interest or conflict of interest when advising the Client.

7. COMMISSIONS, CHARGES AND OTHER COSTS

7.1 The Client is responsible for paying the Company the commissions, charges, and other costs specified in the Contracts Specifications section of the Trading Conditions. The Company will publish all up-to-date commissions, charges, and other costs on its website.

7.2 The Company may modify commissions, charges, and other costs from time to time without prior written notice to the Client. Any changes to commissions, charges, and

other costs will be posted on the Company's website, and such posting shall be deemed as sufficient notice.

7.3 From time to time, the Company may engage in transactions on behalf of the Client with individuals or entities with whom the Company has a soft commission agreement, which allows the Company (or another member of the Company group) to receive goods or services in exchange for conducting investment business with such individuals or entities. The Company has a policy to ensure that such arrangements operate in the best interest of the Client as far as possible, for example, by providing access to information or other benefits that would not otherwise be available.

7.4 The Client agrees to be informed if the Company pays any commissions or fees to a third party who referred or represents the Client.

7.5 If the Client's remaining Trading Account Balance is equal to or less than 1 EUR/USD or the equivalent in another currency per account, and the Trading Account has been inactive for more than 90 calendar days or has been closed, the Client agrees that the Company may deduct this remaining Trading Account Balance and use it for charitable purposes at its absolute discretion.

7.6 The Client agrees to be responsible for all stamp expenses related to this Agreement and any documentation required for conducting the Transactions.

7.7 It is the sole responsibility of the Client to make all necessary filings, tax returns, and reports to any relevant authority, whether governmental or otherwise, in connection with any Transactions. The Client is also responsible for paying all taxes, including but not limited to transfer or value-added taxes, arising out of or related to any Transaction.

7.8 If the Client submits a withdrawal request without any trading activity since their last deposit or engages in any other form of abuse, the Company reserves the right to:

- a) charge the Client for any deposit fees incurred, or
- b) 3% of the total withdrawal amount.

The Company shall notify the Client via email of the processed withdrawal request and the applied charges.

7.9 If there is no trading activity on any of the Client's Trading Accounts for a period of 6 consecutive calendar months or more, starting from the date of the last trading

activity, the Company reserves the right to charge the Client a monthly inactivity fee of USD 0 or the equivalent per account, in the Trading Account currency at its sole discretion.

7.10 Client funds are held in accounts maintained by the Company, including segregated accounts opened in the name of the Company, specifically for the purpose of holding client funds separately from the Company's funds.

7.11 The Client agrees and acknowledges that the Company will not provide any interest payments to the Client for any funds held in their account.

8. CURRENCY AND PAYMENTS

8.1 The Company reserves the right to perform currency conversions without prior notice to the Client, as deemed necessary or desirable to fulfill its obligations or exercise its rights under the Operative Agreements or any Transaction. The Company will carry out such conversions at its discretion, using prevailing rates for freely convertible currencies. The Client acknowledges and agrees to these currency conversions.

8.2 The Client assumes full responsibility for any foreign currency exchange risk associated with any Transaction or the Company's compliance with its obligations or exercise of its rights under the Operative Agreements.

8.3 The Client has the flexibility to deposit funds into their Trading Account at any given time.

8.4 The deposit and withdrawal of funds to and from the Trading Account shall be subject to the Regulations for Non-Trading Operations.

8.5 In the event that the Client has a payment obligation to the Company that exceeds the Equity in their Trading Account, the Client must settle the excess amount within 2 working days from the time the obligation arises.

8.6 The Client acknowledges and agrees (without prejudice to any of the Company's other rights under the Agreement to close out the Client's Open Positions and exercise other default remedies against the Client) that if a sum is due and payable to the Company in accordance with the Agreement, and sufficient cleared funds have not yet been credited to the Client's Trading Account, the Company reserves the right to

consider the Client as having failed to make a payment to the Company and to exercise its rights under the Agreement.

8.7 The Company shall regularly update the list of available payment systems in the deposit and withdrawal section. The availability of each payment system may vary depending on the Client's country of residence. Therefore, the payment systems available to the Client can be found in the "Accounts" section.

9. LIMITATIONS OF LIABILITY AND INDEMNITY

9.1 The Client acknowledges and agrees that in the event the Company provides advice, information, or recommendations, the Company shall not be held responsible for the profitability of such advice, information, or recommendations. The Client further acknowledges that, except in cases of fraud, willful default, or gross negligence on the part of the Company, the Company shall not be liable for any losses, costs, expenses, or damages incurred by the Client due to any inaccuracy or mistake in the information provided, including but not limited to information related to any Transactions. It is understood that, unless otherwise specified in the Operative Agreements, any Transaction executed following such inaccuracies or mistakes shall remain valid and binding on both the Company and the Client.

9.2 The Client acknowledges and agrees that the Company shall not be held liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from the following:

- a) Any errors or failures in the operation of the Trading Platform or any delays caused by the Client Terminal;
- b) Transactions executed via the Client Terminal;
- c) Any failure by the Company to fulfill its obligations under the Operative Agreements due to circumstances beyond its control;
- d) Acts, omissions, or negligence of any third party.

9.3 The Client agrees to indemnify and hold the Company harmless, upon request, from any liabilities, costs, claims, demands, and expenses of any nature whatsoever that the Company incurs or suffers, directly or indirectly, as a result of any failure by the Client to fulfill any of the Client's obligations under the Operative Agreements.

9.4 Under no circumstances shall the Company be held liable to the Client for any consequential, special, or indirect losses, loss of profits, loss of opportunity (including

in relation to subsequent market movements), costs, expenses, or damages that the Client may suffer in relation to the Operative Agreements, unless otherwise explicitly agreed upon in the Terms of Business.

10. COMMUNICATIONS

10.1 The guidelines for communication between the Client and the Company are specified in the Terms of Business.

10.2 The Client is required to provide Instructions and Requests solely through the Client Terminal, following the guidelines outlined in the Terms of Business.

11. WRITTEN NOTICE

11.1 Any Written Notice provided under this Agreement may be issued through one of the following means:

- a) Internal mail within the Trading Platform;
- b) Email;
- c) Postal mail; or
- d) Publication of information on the Company's news section on the Website.

11.2 The Client's contact details, such as address or email address, as last notified, will be used for communication as necessary. The Client agrees to receive any notices or messages from the Company at any time.

11.3 Any Written Notice shall be considered officially delivered:

- a) if sent via email, within one hour after the email has been sent;
- b) if sent via Trading Platform internal mail, immediately after it has been sent;
- c) if sent via post, seven calendar days after it has been posted;
- d) if posted on the Company news section on the Website, within one hour after it has been published.

12. AMENDMENT AND TERMINATION

12.1 The Client acknowledges that the Company reserves the right to make unilateral amendments to the terms and conditions of the Operative Agreements at any time and at its sole discretion. The Client will be notified of such amendments through Written Notice, which may be provided via email and/or by posting the modifications on the Company's Website.

12.2 Both parties to the Agreement have the right to terminate this Agreement by providing written notice to the other Party.

12.3 Upon termination of this Agreement, the Company reserves the right to revoke the Client's access to the Trading Platform without prior notice.

12.4 Upon termination of this Agreement, the Client shall be obligated to immediately settle all amounts due and payable to the Company, which include (but are not limited to):

- a) any outstanding fees, charges, and commissions;
- b) expenses incurred in terminating this Agreement and charges associated with transferring the Client's investments to another investment firm; and
- c) losses and expenses incurred in closing out any Transactions or settling outstanding obligations on behalf of the Client.

12.5 The Company, in accordance with the terms and conditions of the Operative Agreements, retains the right at its sole discretion, to disable the Client's account without prior notice in the event of an abnormal number of erroneous requests that impose excessive load on the Company's servers and may negatively impact the trading experience of other clients using the same servers. Erroneous requests may encompass but are not limited to invalid stops or modifications, incorrect take-profit or stop-loss levels, exceeding volume or order limits, requests with insufficient account funds, and similar cases.

13. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

13.1 The Company may utilize, retain, or otherwise process personal information provided by the Client in relation to the provision of the Services.

13.2 If the Client is an individual, upon request, the Company is obligated to provide the Client with a copy of any personal data it holds about the Client (if applicable), subject to the Client paying a fee.

13.3 Upon entering into this Agreement, the Client provides express consent to the Company for transmitting the Client's Information to any third-party that may require such information to effectively provide the Services or execute any operational function related to the Client's transactions with the Company, such as refunding the Client's funds.

13.4 The Company reserves the right to record telephone conversations between the Client and the Company. Such recordings shall be the exclusive property of the Company and may be used as conclusive evidence of the Instructions/Requests or conversations recorded. The Client acknowledges and agrees that the Company may provide copies of transcribed recordings to any court, regulatory, or government authority as required.

14. CONSENT TO DIRECT CONTACT

14.1 The Client accepts that the company may from time to time make direct contact with the Client by telephone or otherwise, for marketing financial services and products purposes.

15. CONFIDENTIALITY AND WAIVER

15.1 The Client acknowledges that all information held by the Company regarding the Client is confidential and will be used solely for the purpose of providing the Services. Any information deemed confidential shall be treated as such, provided that it is not already publicly available or in the lawful possession of the Company and was not subject to any confidentiality or non-disclosure obligations at the time of its receipt by the Company. Confidential information shall only be disclosed to third parties under the following circumstances:

- a) when required by applicable law or requested by regulatory and enforcement authorities, courts, and similar bodies with jurisdiction over the Company;
- b) for the purpose of investigating or preventing fraud or other illegal activities;
- c) to Company personnel who require the information for the performance of their duties under the Operative Agreements or to third parties involved in providing services to the Client on behalf of the Company;
- d) for purposes related to the provision of Services or the administration of the Client's Trading Account, including, but not limited to, credit or identification inquiries or assessments;
- e) with the Client's consent or at the Client's request;
- f) to the Company's consultants, lawyers, auditors, provided that in each case the related professionals are informed about the confidential nature of the information and are bound by confidentiality obligations;
- g) in judicial proceedings between the Company and the Client;
- h) in any public dispute between the Company and the Client.

16. TIME OF ESSENCE

16.1 The time periods for fulfilling obligations by the Client and the Company shall be considered essential conditions of all Operative Agreements.

17. DEFAULT

17.1 Each of the following constitutes an "Event of Default":

- a) Failure of the Client to provide Initial Margin, Hedged Margin or any other amount due under the Operative Agreements;
- b) Failure of the Client to perform any obligation due to the Company;
- c) Third-party proceedings initiated for the Client's bankruptcy (if the Client is an individual) or winding-up, appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a company), or the Client makes an arrangement or composition with the Client's creditors or any similar or analogous procedure is commenced in respect of the Client;
- d) Any representation or warranty made by the Client in Clause 18 becomes untrue;
- e) The Client becomes unable to pay their debts when they fall due;
- f) The Client (if the Client is an individual) dies or becomes of unsound mind; or
- g) Any other circumstance where the Company reasonably believes it is necessary or desirable to take any action set out in Clause 17.2.
- h) The Client attempts and/or engages in actions that the Company determines as fraud, manipulation, swap-arbitrage, or other forms of deceitful or fraudulent activity in the Client's account(s) with the Company.
- i) The Client has conducted trading activities that include:
 - Excessive trading without a legitimate intent to profit from market movements.
 - Relying on price latency or arbitrage opportunities.
 - Engaging in activities that can be deemed as market abuse.

17.2 In the event of an "Event of Default", the Company reserves the right to take one or more of the following actions at its absolute discretion, without prior Written Notice:

- a) Close out any or all the Client's Open Positions based on current Quotes;
- b) Debit the amounts due to the Company from the Client's Trading Account(s);
- c) Close any or all of the Client's Trading Accounts held with the Company;
- d) Refuse to open new Trading Accounts for the Client;
- e) Adjust the Client's trading account balance to rectify any illicit profit.

18. REPRESENTATIONS AND WARRANTIES

18.1 The Client hereby represents and warrants to the Company, and agrees that each such representation and warranty is deemed repeated each time the Client gives an Instruction or Request by reference to the circumstances prevailing at such time, that:

- a) It is warranted that the information provided by the Client to the Company in the Client Registration Form and the Operative Agreements, and at any time thereafter, is accurate, complete and true in all material respects.
- b) The terms of the Operative Agreements, including the Risk Acknowledgement and Disclosure, have been read and fully understood by the Client.
- c) The Client is authorized to enter into the Operative Agreements, provide instructions and requests, and perform obligations thereunder.
- d) The Client acts as a principal.
- e) If the Client is an individual, the Client has completed a Client Registration Form, or if the Client is a company, the person who completed the Client Registration Form on behalf of the Client is duly authorized to do so.
- f) The Client warrants that all actions performed under the Operative Agreements will not violate any applicable regulations or laws, ordinances, charters, by-laws, or rules 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 are affected.
- g) The Client provides their consent for the Company to deliver information regarding the Operative Agreements through the Website or any other means chosen by the Company at its sole discretion.
- h) The Client confirms that they have regular internet access and agree to receive information from the Company, including but not limited to amendments to terms and conditions, costs, fees, Operative Agreements, Policies, and information about the nature and risks of investments, by posting such information on the Company's Website.
- i) The Client hereby declares that the purpose of their transactions with the Company includes one or more of the following objectives:
 - - Speculative activities
 - - Hedging
 - - Investments
 - - Intraday Trading

- - Risk management

If the purpose is different from those mentioned above or changes at any stage during the course of this Agreement, the Client is obligated to promptly notify the Company.

18.2 In addition to any other rights and remedies available, the Company reserves the right, at its absolute discretion, to make any position voidable or to close out any or all positions at the current Quotes, if the Client violates Clause 18.1 stated in this agreement.

19. FORCE MAJEURE

19.1 In the event that the Company based on its reasonable judgment, determines the occurrence of a Force Majeure Event, the Company will promptly undertake necessary actions to notify the Client accordingly. A Force Majeure Event includes but is not limited to, the following:

- a) The occurrence of any act, event, or circumstance (including, but not limited to, strikes, riots, civil commotion, terrorism, war, acts of God, accidents, fires, floods, storms, power supply interruptions, failures of electronic or communication equipment or suppliers, civil unrest, statutory provisions, lock-outs) that, in the reasonable opinion of the Company, hinders the Company from maintaining an orderly market in one or more of the Instruments.
- b) 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 imposition of limits, special terms, or unusual conditions on trading in any such market or event.

19.2 If, in the reasonable opinion of the Company, a Force Majeure Event exists (without affecting any other rights under the Operative Agreements), the Company reserves the right to take any of the following steps without prior written notice and at any time:

- a) Adjust margin requirements by increasing them.
- b) Close out any or all Open Positions at prices deemed appropriate by the Company in good faith.
- c) Suspend, freeze, or modify the application of any or all terms of the Operative Agreements to the extent that the Force Majeure Event renders it impossible or impractical for the Company to fulfill its obligations.

- d) Take or refrain from taking any other actions that the Company reasonably deems appropriate in the given circumstances, considering the positions of the Company, the Client, and other clients.

20. MISCELLANEOUS

20.1 The Company reserves the right to suspend the Client's Trading Account at any time, with or without prior written notice, for any valid reason (including Abnormal Market Conditions).

20.2 The Company maintains the right to suspend, close, or unwind any Transaction that arises from a miss-configuration, technical error, or if the Company suspects any fraudulent or deceitful activity, including fraud, manipulation, arbitrage, or other forms of deceitful or fraudulent activity in a Client's account or multiple accounts with the Company, or if such activity is otherwise associated with any and/or all Transactions. In such circumstances, the Company is authorized to withdraw any profits and impose charges for costs that it deems, at its sole discretion, to have been inappropriately acquired. The Company shall not be held responsible for the cancellation of any Transaction or profits, or for any damages or losses resulting from the suspension, closure, or unwinding.

20.3 If a situation arises that is not explicitly addressed in the Operative Agreements, the Company will handle the matter in a fair and reasonable manner, based on good faith and fairness. Where applicable, the Company will take actions that align with market practices to resolve the situation.

20.4 The Company's decision to exercise or not exercise, or any delay in exercising, any right, power, or remedy (as outlined in these terms or under applicable law) in a single instance or partially, shall not be considered a waiver, nor shall it diminish or prevent the Company from exercising that right, power, or remedy in the future or in any other instance. The rights, powers, and remedies granted to the Company under the Operative Agreements or by law remain fully enforceable.

20.5 The Company, in its absolute discretion, has the authority to release, compound, compromise, or postpone any liability of the Client to the Company under the Operative Agreements, either in whole or in part, without impacting any rights concerning that liability or any other liability that is not waived, released, compounded, compromised, or postponed. The Company's waiver of a breach of any terms of the

Operative Agreements or a default under these terms does not waive any other breach or default and does not affect the remaining terms. Furthermore, the Company's waiver of a breach of any terms of the Operative Agreements or a default under these terms does not prevent the Company from subsequently requiring compliance with the waived obligation.

20.6 The rights and remedies available to the Company under the Operative Agreements are cumulative in nature, meaning they can be exercised in addition to any other rights or remedies provided by law. These rights and remedies are not exclusive and do not limit or restrict any other rights or remedies that the Company may have under applicable laws.

20.7 The Company has the right to assign, either in whole or in part, the benefits and obligations of the Operative Agreements to a third party, on the condition that the assignee agrees to comply with the terms of the Operative Agreements. The assignment will become effective ten Business Days after the Client is considered to have received notice of the assignment in accordance with the Terms of Business.

20.8 In the event that any provision of the Operative Agreements (or any portion thereof) is determined by a court of competent jurisdiction to be unenforceable for any reason, such provision shall be deemed as separate and independent from the Agreement and the Terms of Business. The enforceability of the remaining provisions of the Operative Agreements shall not be affected by the unenforceability of the particular provision deemed as severable.

20.9 Without the prior written consent of the Company, the Client is prohibited from assigning, charging, transferring, or purporting to assign, charge, or transfer their rights or obligations under the Operative Agreements. Any attempted assignment, charge, or transfer in violation of this provision shall be considered void.

20.10 The Client acknowledges that they do not possess the right to provide third parties with access passwords to the trading platform or Liyan account. The Client further agrees to maintain the security and confidentiality of such passwords.

20.11 All actions carried out in accordance with the Regulations and/or the use of logins and passwords are deemed to be performed by the Client. The Company shall not be held responsible for any unauthorized use of registration data by third parties.

20.12 The Client acknowledges and comprehends that the official language of the Company is English, and the Client should consistently read and consult the main website for all information and disclosures regarding the Company and its operations. Translations or information provided in languages other than English on the Company's local websites are solely for informational purposes and do not legally bind the Company or carry any legal effect. The Company bears no responsibility or liability for the accuracy of the information provided in such translations.

20.13 In accordance with the terms and conditions of this Agreement and the Company's internal policies and procedures, the Company reserves the right, at its sole discretion, to establish a policy regarding dormant accounts and/or impose a handling fee of USD 0 or the equivalent in USD per account per month on any dormant and/or inactive account. Additionally, the Company may choose to close the trading account after a continuous period of six (6) months of inactivity in the following circumstances:

- a) If a Client fails to conduct any transactions with the Company for a continuous period of six (6) months, the Company may consider the trading account as dormant and/or inactive.
- b) If a Client's dormant and/or inactive account(s) maintains a positive cash balance, the Company retains the right, at its absolute discretion, to apply and/or impose a handling fee of USD 0 or the equivalent in USD per account per month. This fee is subject to amendment by the Company from time to time.
- c) If a Client genuinely attempts to resolve their account balances, the Company reserves the right to waive any and/or all payments and/or fees at its sole and absolute discretion.
- d) In the case of a Client's dormant account and/or inactive account(s) with a zero cash balance, the Company will not impose the handling fee of USD 0 or the equivalent in USD per account per month. However, the Company reserves the right to close the account(s) after a continuous period of six (6) months of inactivity.

20.14 The Company retains the right to switch any of the Client's accounts to Close Only Mode without prior notification. If the Client's account is switched to Close Only Mode, it implies that the Client is prohibited from initiating new transactions or increasing exposure in existing transactions. However, the Client is allowed to close,

partially close, or reduce exposure in existing transactions. The resolution of any disputes arising from this matter shall be at the sole and absolute discretion of the Company.

20.15 All intellectual property rights and proprietary rights, including copyrights, trademarks, trade secrets, and other related rights, to the Website in its entirety, its contents, and any associated materials ("Company's IP"), shall always remain the exclusive property of the Company. The Client shall have no rights or interests in the Company's IP, except for the limited right to access and use the Company's IP as outlined in the Agreement. The Client acknowledges that the Company's IP is confidential and has been developed through substantial investments of skill, time, effort, and resources. The Client agrees to maintain the confidentiality of the Company's IP and refrain from granting website access to any third party. The Client shall not publish, distribute, or disclose any information derived from or related to the Company's IP to third parties, thereby absolving the Company of any liability. Additionally, the Client shall not copy, modify, decompile, reverse engineer, or create derivative works based on the Company's IP.

20.16 The Client assumes full responsibility for ensuring the accuracy of all payments made. In the event that the Company's bank details change, the Client shall be fully responsible for any payments made to the outdated bank details from the moment the new details are published in Liyan account. It is the Client's obligation to stay updated with the latest bank details provided by the Company and to make payments accordingly.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement shall be governed by and interpreted in accordance with the laws of Saint Vincent and the Grenadines.

21.2 In the event of any dispute arising from or relating to the Agreement, the Client decisively agrees that the parties involved shall make reasonable efforts to resolve the dispute through the dispute resolution mechanism outlined in Clause 23.

21.3 Regarding any legal proceedings, the Client hereby:

- a) Acknowledges and agrees that the courts of Saint Vincent and the Grenadines shall have exclusive jurisdiction to resolve any disputes arising from the Agreement;

- b) Submits to the jurisdiction of the courts of Saint Vincent and the Grenadines;
- c) Waives any objection the Client may have, at any time, to the initiation of legal proceedings in such courts;
- d) Agrees not to assert that such proceedings have been initiated in an inconvenient forum or that the court lacks jurisdiction over the Client.

21.4 The Client hereby irrevocably and fully waives, to the maximum extent permitted by law, any immunity (including but not limited to diplomatic immunity or similar grounds) in relation to the Client, the Client's revenues, and assets (regardless of their current or intended use), including:

- a. Suit or arbitration proceedings,
- b. Jurisdiction of any courts,
- c. Relief in the form of injunction, specific performance, or recovery of property,
- d. Attachment of assets (whether obtained before or after a judgment),
- e. Execution or enforcement of any judgment that may pertain to the Client, the Client's revenues, or assets in any jurisdiction.

The Client further agrees, to the extent permitted by applicable law, not to invoke any such immunity in any proceedings. The Client consents, in general, to the provision of any relief or initiation of any process in connection with such proceedings, including, but not limited to, the making, enforcement, or execution of any order or judgment against any property in any jurisdiction resulting from such proceedings.

21.5 If a dispute arises that cannot be resolved through the Dispute Resolution procedure outlined in Clause 23 below, the parties agree to submit to the jurisdiction of the Courts of Saint Vincent and the Grenadines.

22. USE OF THE TRADING PLATFORM AND SAFETY

22.1 The Client agrees not to take any action that may enable or facilitate irregular or unauthorized access or use of the Trading Platform. The Client acknowledges and understands that the Company reserves the right, at its discretion, to terminate or restrict the Client's access to the Trading Platform if there is suspicion of such unauthorized use being allowed by the Client.

22.2 While utilizing the Trading Platform, the Client shall refrain from engaging in any activities, whether through action or omission, that could compromise the integrity of the Platform or result in its malfunction.

22.3 The Client is granted the right to store, display, analyze, modify, reformat, and print the information accessible through the Trading Platform. However, the Client is strictly prohibited from publishing, transmitting, or reproducing such information, either in whole or in part, in any format to any third party without obtaining prior consent from the Company. Furthermore, the Client is not allowed to alter, obscure, or remove any copyright, trademark, or other notices displayed on the Trading Platform.

22.4 The Client agrees to maintain the confidentiality of their Access Data and refrain from disclosing it to any individual.

22.5 The Client agrees to promptly notify the Company if they have knowledge or suspicion that their Access Data has been or may have been disclosed to an unauthorized party.

22.6 The Client agrees to fully cooperate with any investigation conducted by the Company regarding the misuse or suspected misuse of their Access Data.

22.7 The Client acknowledges and accepts full responsibility for all instructions and orders transmitted through their Access Data, and any instructions or orders received by the Company shall be deemed to have been received from the Client.

22.8 The Client acknowledges that the Company shall not be held responsible in the event that unauthorized third parties gain access to information, including electronic addresses, electronic communications, and personal data, during their transmission via the internet or other network communication facilities, postal services, telephone, or any other electronic means.

22.9 If the Company suspects any fraudulent, manipulative, or deceitful activities such as swap-arbitrage or other forms of fraudulent behavior in a Client's account or any Transactions related to it, the Company reserves the right to, at its sole discretion, take the following actions: close all open positions in the Client's Trading Account, apply a penalty (equivalent to the swap and/or any profit amount) to all current and/or previous transactions, nullify any profits generated as a result, refuse any future requests from the Client for swap exemptions, and terminate all agreements with the Client.

23. THE PROCEDURE FOR DISPUTE RESOLUTION

23.1 In the event that the Client has a reasonable belief that the Company has breached one or more terms of the Operative Agreements due to any action or failure to act, the Client has the right to file a complaint with the Company within 5 (Five) working days after the occurrence of the event.

23.1.1 To file a complaint, the Client must complete the Complaint form in their Liyan account. The complaint should contain the following information:

- a) Full name of the Client (or company name if the Client is a legal entity);
- b) Client's login on the trading platform;
- c) Date and time of the initial conflict occurrence (in the trading platform time zone);
- d) Ticket number of the position and/or Pending Order;
- e) Detailed description of the disputed situation, including references to the relevant clause(s) of these Terms of Business that the Client believes have been violated.

23.1.2 The complaint should not contain:

- a) Emotional descriptions or assessments of the conflict situation;
- b) Offensive language;
- c) Obscenities;
- d) Threats.

23.2 The Company reserves the right to reject a complaint if it does not meet the aforementioned requirements.

23.3 Disputes that are not explicitly addressed in the Operative Agreements will be resolved based on common market practices and at the sole discretion of the Company.

23.4 In the event of a software and/or hardware failure causing an interruption in the Quotes Flow, any decisions related to the dispute will be based on the live Server's Quotes Base, which is synchronized according to the Terms of Business.

23.5 The Company assumes no liability towards the Client in the event that the Client has experienced a lower profit than anticipated or incurred a loss due to an unfinished action that the Client intended to complete.

23.6 The Company shall not be held responsible for any indirect, consequential, or non-financial damages (including emotional distress, etc.) suffered by the Client.

23.7 The Company retains the authority to initiate an investigation or resolve a dispute independently, in accordance with the provisions stated in these Terms of Business. In such instances, the maximum timeframe for assessing a dispute and undertaking measures for its resolution is 5 days. However, there may be circumstances where this period could be extended.

23.8 If there are irregular quotes received from liquidity providers, the Company holds the right to restrict trading to Close Only mode specifically for the affected instruments. Under this mode, only the closure of positions will be permitted, and this action may be taken without prior notice.

23.9 The Company retains the right, at its exclusive discretion and without prior notice, to block any Orders sent by an Expert Advisor on a trading account.

23.10 The Server Log-File serves as the primary and most trustworthy source of information in the event of any Dispute. The Server Log-File takes precedence over other evidence, including the Client Terminal Log-File, as the Client Terminal Log-File may not record every step of the execution of the Client's Instructions and Requests.

23.11 In the event that the Server Log-File does not contain the pertinent information referred to by the Client, any argument based on such reference may not be taken into consideration.

23.12 The Company has the option to compensate the Client through the following means:

- a) By crediting/debiting the Client's Trading Account, accompanied by a corresponding explanatory note.
- b) By reopening positions that were mistakenly closed.
- c) By deleting positions or orders that were erroneously opened or placed.

23.13 The Company retains the right to select the method of dispute resolution at its sole discretion.

23.14 The Compliance Department will review and aim to investigate any complaints or disputes from clients promptly. All complaints will be assessed within a period of 5 (five)

business days from the date of receipt. In specific circumstances, this timeframe may be extended.

24. REFUSAL OF COMPLAINT

24.1 The Company reserves the full authority to decline a complaint filed by a Client.

24.2 If the Client has been duly informed in advance through the Trading Platform's internal mail or any other regular communication channel about scheduled maintenance on the Server, any complaints regarding unexecuted Instructions given during that maintenance period will not be considered. The absence of a notice received by the Client shall not be considered as a valid reason to file a complaint.

24.3 Complaints regarding the execution of a Transaction or Order, based on price differences between the Contract for Difference in the Trading Platform and the underlying asset, will not be entertained.

24.4 Complaints regarding the timing of Order execution, including the time taken by the Dealer to execute the Order and the time recorded in the Server Log-File for Order execution, will not be accepted unless the Order placed in the queue has not been executed according to the provisions stated in the Terms of Business.

24.5 No complaints from clients will be accepted regarding the financial outcomes of trades conducted using temporary excess Free Margin in the Trading Account, which was obtained through a profitable position (later canceled by the Company) opened at an Error Quote (Spike) or a Quote received due to a Manifest Error.

24.6 In all disputes, any references made by the client to the quotes of other companies or information systems will not be considered.

24.7 The client acknowledges that they will not be able to manage the position or other open positions or give instructions to open new positions while the dispute regarding the disputed position is being inspected, and no complaints regarding that matter are accepted.

24.8 The Client acknowledges that the Company shall not provide notification regarding the resolution of the Dispute and the reopening of the position, and the Client assumes full responsibility for all associated risks.

24.9 Upon resolution of the Dispute, the Company reserves the right to activate the Stop Loss or Take Profit orders in the order they would have been triggered chronologically if the position had remained open.

24.10 The Company reserves the right to nullify any Transaction if the corresponding hedge trade has been canceled by a Liquidity Provider.

25.1 The Client acknowledges and agrees that there is a significant risk of incurring losses and damages when engaging in the purchase and/or sale of any financial instrument. The Company discloses this risk and the Client willingly accepts and assumes such risk.

26.1 If the Client chooses to participate in the Trading Benefits Scheme, which includes but is not limited to a bonus scheme, promotion, or contest offering trading benefits, the following terms and conditions shall be applicable:

- a) The Client is not permitted to participate in more than one Trading Benefit Scheme simultaneously, unless explicitly stated otherwise in the applicable terms and conditions of the Trading Benefit Scheme.
- b) The Company holds no responsibility for any margin call or losses incurred by the Client, including but not limited to losses resulting from reaching the stop-out level, if the trading benefit is withdrawn due to any reason in accordance with the applicable terms and conditions of the Trading Benefit Scheme.
- c) The Company reserves the sole right to modify, amend, suspend, cancel, or terminate the Trading Benefit Scheme, or any of its aspects, at any time and without prior notice, as it deems appropriate. The Company shall not be held liable for any consequences arising from such modifications, amendments, suspensions, cancellations, or terminations of the Trading Benefit Scheme.
- d) If there are any indications or suspicions of fraud, manipulation, cash-back, bonus or swap arbitrage, or any other forms of deceitful or fraudulent activity in the Client's account or multiple accounts with the Company, or if such activities are found to be related or connected to the Trading Benefit Scheme, all transactions conducted, as well as any profits or losses obtained, shall be rendered null and void.
- e) The Company retains the right, at its exclusive discretion, to disqualify any individual from participating in any Trading Benefit Scheme if the Company suspects any misuse or attempted misuse of the Trading Benefit Scheme, or if



the individual breaches the current Agreement, the Company's Business Terms, or the terms and conditions of the Trading Benefit Scheme. The Company may nullify all transactions, cancel orders, and revoke any profits obtained by such Client. In such cases, the Company shall not be held liable for any consequences resulting from the cancellation of the trading benefits.

- f) In the event of a dispute, it shall be resolved in accordance with the Dispute Resolution procedure outlined in this agreement.
- g) Regardless of the translated language of the terms and conditions of a Trading Benefit Scheme, the English wording shall prevail in case of any inconsistency between the two languages.

Last updated:

10/06/2023