onequity

Client Service Agreement

NOVEMBER 2025

OnEquity (PTY) LTD
FSCA License
No. 53187

This Client Agreement is made between OnEquity (Pty) Ltd, a private limited company duly incorporated and existing under the laws of South Africa, with registration number 2021/321834/07 (“Company” or “we” or “us”), on one side, and the Client (either a legal entity or a natural person) who has successfully completed the online application form and has been accepted by the Company as a client (“Client”), on the other side.

References to "you" and "“your" are directed towards the Company's Client, a licensed user of our trading platform, or any visitor to our official website www.onequity.com (“Website”) not yet a client. Should you choose to download our software for trading demonstrations, the terms within this document, as applicable, bind you. By downloading, you accept and agree to adhere to these terms, though without being considered a formal client, hence, without any obligations from us towards you.

The Client acknowledges that Onequity (Pty) Ltd may engage the services of ONEQ Services Ltd registered in Cyprus with Reg. No. HE 424363 for certain operational functions such as custody and payment processing services, adhering to the regulatory framework, and ensuring the seamless execution of deposits and withdrawals.

The Client affirms having devoted adequate time to thoroughly read, comprehend, and accept the terms and conditions of this Client Agreement, alongside any supplementary legal documents presented on the Company’s Website. By affirming acceptance of this Agreement through the online process or application for account opening, the Client enters into a legally binding relationship with the Company.

Together with its appendices, any other legal document and agreement hosted on the Company’s Website, including but not limited to Risk Disclosures and any additional agreements forged between the Company and the Client, this Agreement delineates the terms under which the Company extends its services to the Client, governing the ensuing relationship.

It is imperative for the Client to meticulously review all documents constituting the Agreement and any correspondence from the Company, along with the diverse documents accessible on the Website, ensuring understanding and agreement before proceeding with acceptance.

Acceptance of the Agreement terms is confirmed upon the completion and submission of the account opening application form. Registering on our Website and/or submitting the form also signifies acceptance of the terms and conditions of any associated programs, like the Loyalty Reward Program mentioned on the Company’s Website.

The Company may offer these documents in languages other than English for informational purposes; however, only the English versions have legal effect. The Company disclaims liability for the accuracy of translations, advising clients to consult the English versions for authoritative information.

By consenting to this Agreement, you affirm your capability and consent to receive information, including amendments to this Agreement, either via email or through the Website.

1. Definitions

1.1. **"Abusive Trading"** refers to actions that may include, but are not limited to, manipulating or exploiting minor inaccuracies in rates or prices offered on the Trading Platform, using faster/slower feeds, employing robots, spiders, or other automated data entry systems with the Trading Platform (unless the Client has obtained express written consent from the Company prior to activating the robot), and violating the Client's obligations as outlined in the Appendix.

1.2. **"Account Credentials"** denotes a unique username and password utilized by individuals to access and utilize the Trading Platform.

1.3. **"Affiliate"** denotes any legal entity or individual receiving compensation from the Company for acting as an intermediary between Prospective Clients and the Company, and performing activities deemed necessary for the conclusion of an agreement between the Company and its Client, as per the terms of a separate Affiliate Agreement, with the purpose of introducing clients to the Company.

1.4. **"Agreement"** encompasses this "Client Agreement" along with its Appendices and any other legal documents and agreements available on the Company's Website, including, but not limited to, risk disclosures, the PAMM account terms agreement, the MAM agreement, and any subsequent Appendices added thereto, as amended from time to time, and any additional agreements entered into between the Company and the Client.

1.5. **"Authorized Person"** refers to you or any of your officers, partners, principals, representatives, or employees.

1.6. **"Applicable Regulations"** include (a) rules of a relevant regulatory authority with jurisdiction over the Company; (b) rules of the relevant market; and (c) all other applicable laws, rules, and regulations of the Republic of South Africa.

1.7. **“Base Currency”** represents, in an FX Contract, the primary currency in the Currency Pair against which the Client buys or sells the Quote Currency.

1.8. **“Business Day”** denotes any day, excluding Saturdays, Sundays, or national/international holidays in the Republic of South Africa.

1.9. **“Buy”** indicates a Transaction in FX and CFD initiated by offering to purchase a specific quantity of a certain Underlying Asset and may also be referred to as a "long" or "Long Position" in our interactions with you in FX and CFDs.

1.10. **“Client Area**” refers to a section on the Company’s website personalized for each Client, containing information relevant to the specific Client, and facilitating interaction between the Company and the Client.

1.11. **“Contract for Difference or CFD”** refers to the Financial Instrument, which is a contract between the parties (described as "buyer" and "seller"), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller.

1.12. **“Currency Pair”** denotes the object or Underlying Asset of an FX Contract based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and indicates how much of the Quote currency is required to purchase one unit of the Base Currency.

1.13. **“Event of Default”** carries the meaning as specified in paragraph 25.1 of this Client Agreement.

1.14. **"Quote"** shall mean the bid and ask prices at which a Financial Instrument can be bought and sold;

1.15. **“Expert Advisor”** refers to a mechanical online trading system designed to automate trading activities on an electronic trading platform such as the Company’s Trading Platform. It can be programmed to alert the Client of a trading opportunity and can also trade his Trading Account automatically, managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, Trailing Stops, and take profit levels.

1.16. **“Expiry Date”** indicates the date specified on the Trading Platform with respect to certain Underlying Assets, upon which any open Transaction for such Underlying Asset

shall expire automatically.

1.17. **"Financial Data"** pertains to any financial and market data, price quotes, news, analyst opinions, research reports, signals, graphs, or any other data or information available through the Trading Platform.

1.18. **"Financial Institution"** refers to banks, financial institutions, brokers, electronic money institutions, or other trading organizations.

1.19. **"Financial Instrument"** refers to the financial instruments offered by the Company.

1.20. **"Force Majeure Event"** carries the meaning as set out in paragraph 15.1 of this Client Agreement.

1.21. **"FX Contract" or "FX"** refers to the type of CFD where the Underlying Asset is a Currency Pair. Thus, any mention of CFDs in this Agreement also encompasses FX Contracts. While FX Contracts are included in the definition of CFDs, they may be mentioned separately in this Agreement and/or on the Company Website and various Company policies.

1.22. **"Initial Margin"** represents the minimum amount of money required in your Trading Account to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

1.23. **"Intellectual Property Rights"** refer to patents, trademarks, service marks, trade names, logos, software code, icons, characters, layouts, trade secrets, buttons, color schemes, internet domain names, rights in designs, copyright (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in know-how, and other intellectual property rights, whether registered or unregistered, including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

1.24. **"Introducer"** carries the same meaning as the Affiliate.

1.25. **"Investment Services"** refers to the Investment Services that the Company provides, and which can be found on the Website.

1.26. **"Islamic Trading Account"** refers to a trading account opened by Clients who cannot earn or pay interest due to their religious Islamic beliefs, which are also known as swap free accounts.

1.27. **"Long Position"** in FX and CFD trading denotes a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

1.28. **"Limit Order"** carries the meaning as set out in the Appendix hereto.

1.29. **"Maintenance Margin"** represents the minimum amount of money required in your Trading Account as specified on the Trading Platform to keep a Transaction open on the Trading Platform.

1.30. **"Manifest Error"** refers to any error that the Company reasonably believes to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Underlying Assets or at manifestly incorrect market price quotes or prices at a clear loss.

1.31. **"Margin"** refers to the Initial Margin and the Maintenance Margin collectively.

1.32. **"Margin Call"** indicates a demand by the Company for you to increase the amount of money in your Trading Account to satisfy our Margin requirements, from time to time at our sole and absolute discretion, including without limitation a call under paragraph 12.2 of this Client Agreement.

1.33. **"Market Order"** refers to Orders which are executed at the best available market price.

1.34. **"Normal Market Size"** indicates the maximum number of Underlying Assets that we believe, in our sole discretion, an Underlying Market trading in such Underlying Assets can comfortably handle, having regard, if appropriate, to the normal market size set by such an Underlying Market or any other equivalent or analogous level set by the Underlying Market on which the Underlying Asset is traded.

1.35. **"Open Position"** refers to any open contract which has not been closed.

1.36. **"Order"** denotes an instruction from the Client to trade in FX and CFDs. For FX and CFDs, it means Stop Loss or Take Profit order.

1.37. **"Quote"** refers to the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

1.38. **"Quote Currency"** represents, in an FX Contract, the second currency in the Currency

Pair which can be bought or sold by the Client for the Base Currency.

1.39. **"Parties"** refer to the parties to this Client Agreement – the Company and the Client.

1.40. **"Pip"** represents, in a CFD Transaction with Underlying Assets quoted in four decimal points, the one hundredth of one percentage point. In a CFD Transaction with Underlying Assets quoted in two decimal points, Pip shall mean the one percentage point.

1.41. **"Position"** denotes your position in relation to any FX and CFD currently open on your Trading Account.

1.42. **"Registration Data"** refers to certain personal and financial information that you are required to provide to complete the account opening application form and become our Client, such information can include without limitation a copy of your passport, driving license and/or Photo identity card as well as a proof of address (utility bill, tax document, bank statement, any other government issued document).

1.43. **"Sell"** indicates an FX and CFD Transaction that is opened by offering to sell a specific number of a certain Underlying Asset and may also be referred to as a "short" or "short position" in our dealings with you.

1.44. **"Services"** denote the services offered by the Company to the Client under this Agreement.

1.45. **"Scalping"** refers to the situation where the Client opens too many positions in CFDs at the same time and closes them for less than five minutes or buying at Bid price and selling at Ask price, so as to gain the Bid/Ask difference.

1.46. **"Slippage"** refers to the difference between the expected price of a Transaction in a CFD and the price the Transaction is executed at. At the time that an Order is presented for execution, the specific price requested by the Client may not be available; therefore, the Order will be executed close to or several pips away from the Client's requested price. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

1.47. **“Software”** refers to the software provided by us which you will need to download in order to use the Trading Platform.

1.48. **“Spread”** for FX and CFD trading indicates the difference between Ask and Bid of an Underlying Asset in an FX and CFD at that same moment.

1.49. **“Stop Loss”** indicates an offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy, is lower than the opening Transaction price and in the case of a Sell, is higher than the opening Transaction price.

1.50. **“Swap or Rollover”** for FX and CFD trading refers to the interest added or deducted for holding a position open overnight.

1.51. **“Take Profit”** refers to an offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy, is higher than the opening Transaction price and in the case of a Sell, is lower than the opening Transaction price.

1.52. **“Trading Account”** refers to the exclusive personalized account of the Client consisting of all the Open Positions and Orders of the Client, the balance of the Client money, and deposit/withdrawal transactions of the Client money.

1.53. **“Trading Platform”** refers to any electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs, and technical facilities, which facilitates trading activity of the Client in FX and CFDs via the Trading Account.

1.54. **“Trailing Stop”** in FX and CFD trading refers to a stop-loss order set at a percentage level below the market price - for a Long Position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price does not change, and a market order is submitted when the stop price is hit.

1.55. **“Third Party License”** refers to licenses from third parties governing third-party software embedded or used in the Trading Platform.

1.56. **“Trading Hours”** indicate the hours of trading as set forth on the Trading Platform for a particular Underlying Asset.

1.57. **“Transaction”** refers to either the opening or closing of an offer to either buy or sell

FX and CFD for an Underlying Asset on the Trading Platform, whether by you or us.

1.58. **"Underlying Asset"** refers to the object or underlying asset in a CFD which may be Currency Pairs (for FX Contracts), Equity Indices, base or precious Metals, Forwards, Commodities, Stocks, Shares Indices, and Futures. It is understood that the list is subject to change, and Clients must refer each time on the Trading Platform.

1.59. **"Underlying Market"** refers to the relevant market where the Underlying Asset is traded such as securities or futures exchanges, clearing houses, self-regulatory organizations, multilateral trading facilities, or alternative trading systems.

1.60. **"Website"** refers to the Company's website at www.onequity.com or such other website as the Company may maintain from time to time.

1.61. **"Written Notice"** carries the meaning set out in paragraph 32.5 of this Client Agreement.

2. License and Use of the Trading Platform

2.1 The Trading Platform is intended for use by individuals meeting the following criteria:

a) Those who are of legal age and mental capacity, which is 18 years or older.
b) Individuals residing in countries where such use is not prohibited by local laws or regulations. It is the responsibility of the user to ensure compliance with local laws and regulations.
c) Persons not residing in jurisdictions such as Canada, Crimea, Cuba, Cyprus, India, Iran, Malaysia, North Korea, Sudan, Syria, and the United States, as the Company does not serve Clients from these regions.
d) Individuals who do not have any affiliations or connections with the Company as an employee, director, associate, agent, relative, or in any other capacity.

2.2 We reserve the right to suspend or deny access to the Trading Platform and terminate the Client Agreement at our discretion.

2.3 You acknowledge that we may provide the Trading Platform to other parties and agree that this does not restrict our ability to offer such services.

2.4 Subject to the terms of this Agreement, we grant you a personal, limited, non-exclusive, revocable, non-transferable, and non-sub-licensable license to use the Trading Platform for personal use only, in accordance with this Agreement and not for

professional purposes.

2.5 If third-party software is included in the Trading Platform, it is subject to the terms of this Agreement. You must comply with any Third Party Licenses provided by us. We do not provide any warranty or support for Third Party Licenses.

2.6 All rights to the Trading Platform not expressly granted in this Agreement are reserved by the Company. The Trading Platform is provided solely for trading with the Company and remains the exclusive property of the Company or its licensors.

2.7 You are responsible for maintaining the necessary hardware, operating environment, and security measures for the Trading Platform.

2.8 Any suggestions or feedback provided by you regarding the Trading Platform may be considered for modifications or improvements, at our discretion.

2.9 We may modify or remove parts of the Trading Platform at our discretion, without liability.

2.10 We reserve the right to shut down the Trading Platform for maintenance purposes, typically on weekends.

2.11 We do not guarantee continuous availability or flawless operation of the Trading Platform, nor do we guarantee its freedom from errors, defects, or viruses.

2.12 You may only use the Trading Platform as authorized and for the intended purposes. You are responsible for its use, including the security of your Account Credentials.

2.13 Prohibited actions include illegal or inappropriate use of the Trading Platform, interference with its operation, unauthorized access attempts, and dissemination of objectionable material.

2.14 Downloading, saving, or copying the Trading Platform is not permitted.

2.15 Violations of these terms may result in measures outlined in the Events of Default section.

2.16 You are not permitted to download, save, or copy the Trading Platform.

2.17 Should we have reasonable grounds to suspect that you have violated the terms outlined in clauses 2.13 to 2.15, we reserve the right to take appropriate measures as outlined in the Events of Default section.

3. Account Credentials and Security

3.1. Upon acceptance as our Client, we will establish a Trading Account in your name, granting you the ability to place Orders on our Trading Platform. It is understood that the Company may offer various types of Trading Accounts with differing margin requirements and features. You are permitted to open up to five (5) Trading Accounts across all Trading Platforms operated by the Company and in multiple currencies.

3.2. To access the Trading Account, you must use the Account Credentials provided by us, which are confidential and intended for your exclusive use.

3.3. You agree to:

a) Maintain the confidentiality of your Account Credentials and take necessary precautions to prevent unauthorized access, such as ensuring that no third party gains access to your computer.
b) Promptly notify us if you suspect any compromise of your Account Credentials or unauthorized access to the Trading Platform.
c) Acknowledge that any use of your Account Credentials by a third party is strictly prohibited, and we are not obligated to verify the authority of anyone using your Account Credentials.

3.4. If a security breach is suspected, we may request you to change your Account Credentials or suspend access to the Trading Platform. We reserve the right to modify or reissue your Account Credentials at any time with prior notice.

3.5. You are solely responsible for controlling access to your Account Credentials and ensuring that no unauthorized individual, including minors, uses the Trading Platform with your Account Credentials. You accept full responsibility for all activities conducted on the Trading Platform using your Registration Data, including unauthorized disclosure of your Account Credentials.

3.6. In the event of loss, theft, or unauthorized use of your Registration Data or Account Credentials, you must promptly notify us orally and in writing. We will take appropriate measures to prevent further unauthorized use and issue replacement Account

Credentials. Access to placing Orders will be suspended until replacement Account Credentials are received.

3.7. If credible information suggests that your Account Credentials have been compromised, we reserve the right, at our discretion and without obligation, to deactivate the Trading Account.

3.8. You acknowledge that we bear no responsibility if unauthorized third parties gain access to information, including electronic addresses, electronic communication, personal data, and Account Credentials when transmitted between parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

3.9. You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss, or damages based upon any use, misuse, or unauthorized use of the Trading Platform through your Account Credentials.

4. Intellectual Property

4.1. You acknowledge that all Intellectual Property Rights in the Trading Platform are owned by us or our licensors.

4.2. You agree not to:

a) Copy, record, edit, alter, or translate any part of the Trading Platform, including but not limited to removing, editing, or interfering with any names, marks, logos, or branding on the Trading Platform.
b) Attempt to reverse engineer, disassemble, or derive source code for the Trading Platform, except to the extent expressly permitted by law.
c) Damage or impair any of our Intellectual Property Rights and undertake to protect our Intellectual Property Rights from infringement by third parties.

4.3. The Trading Platform, including all copies and derivative works, along with associated goodwill and Intellectual Property Rights, are owned solely by us or our licensors. Except for the license granted in paragraph 2.2 of this Client Agreement, no other license, right, or interest in any goodwill or Intellectual Property Right in the Trading Platform or any part thereof is granted to you.

4.4. Unless expressly permitted in this Agreement, you shall not:

a) Assign, sublicense, transfer, pledge, lease, rent, distribute, or share the Trading Platform or any rights thereto under the Client Agreements.
b) Separate or use any component part of the Trading Platform on any equipment or system.
c) Attempt to decompile, reverse engineer, or create derivative works of the Trading Platform.
d) Remove or destroy any proprietary marking or legends contained within the Trading Platform.
e) Develop methods to enable unauthorized parties to use the Trading Platform.
f) Provide or allow others to use the Trading Platform for the benefit of third parties.
g) Circumvent technical limitations in the Trading Platform or enable disabled features.
h) Use similar processes to develop competing features with the Trading Platform.
i) Engage in fraudulent, inappropriate, or illegal activities using the Trading Platform.
j) Permit or encourage third parties to engage in any prohibited activities outlined above.

5. Application and Registration Data

5.1. To utilize the Trading Platform and our Services, registration with us is mandatory, requiring the provision of personal details, including identity documents, as Registration Data. Upon completion and submission of the account opening application form, along with the necessary identification documentation and Registration Data, we will notify you regarding acceptance as a Client of the Company. It is understood that we may not accept a person as our Client until all required documentation is received, properly completed, and internal Company checks are satisfactorily completed. Additionally, we reserve the right to impose further due diligence requirements for Clients residing in specific countries.

5.2. You agree to:

a) Notify us of any changes to your personal financial information, or financial condition by emailing support@onequity.com
b) Provide accurate, current, and complete Registration Data as prompted during the registration process.
c) Keep the Registration Data accurate, current, and complete by promptly updating any changes via email to support@onequity.com.
d) Ensure logging out from your Trading Account at the end of each session on the Website.
e) We may conduct credit and other checks periodically as deemed appropriate. Your

Registration Data may be used for anti-money laundering measures and account management. You authorize us to use your Registration Data for conducting necessary checks during the application process.

f) In the event of detecting illegal activity, inaccuracies in Registration Data, or non-compliance with due diligence requirements, we reserve the right to freeze your account. In such instances, we may be unable to release funds or execute subsequent instructions from you.

5.3. Upon logging into the Trading Platform using your Account Credentials, you authorize us to rely on any information or instructions transmitted using your Registration Data without further investigation, regardless of the transmitter's actual identity. We hold no responsibility for inaccurate transmissions or those not received by us, and we may execute Transactions based on the terms received.

6. Services

6.1. The Upon acceptance as our Client, we will provide brokerage services in CFDs.

6.2. It is understood that trading in CFDs does not involve the delivery or safekeeping of the Underlying Asset to which the CFD refers.

6.3. It is acknowledged that not all Services outlined in paragraph 6.1 may be applicable to each Client.

6.4. The Company will operate as an electronic communications networks (ECN) broker, which may either route trades to a liquidity provider or execute them internally.

6.5. Additionally, the Company will offer social trading features and copy trading services ("Copy Trading Services") to assist Clients in testing, evaluating, and selecting their investment strategies. This includes providing detailed account information, trading history, risk profiles, and other pertinent information for consideration before copying a specific account. The following terms, along with the Social Trading Terms and Conditions available on the Company's Website, apply:

a) Clients may utilize the Copy Trading Services in either of the following capacities:
   - As an investor who can be followed, earning relevant commissions; or
   - As a follower who can follow one or more investors and receive relevant commissions.

b) The Company reserves the right to refuse a Client's participation as an investor in Copy Trading if, at the time of the request, their transactions are deemed unjustifiably risky. Only clients with real accounts can be investors.
c) Followers acknowledge and agree that transactions executed by different traders may occur at different prices due to dynamic market conditions or different spreads.
d) By using the Copy Trading Services, Clients authorize the Company to execute any and all transactions and/or positions undertaken by the trader, account, portfolio, and/or strategy they choose to copy trade. These actions are automated and initiated by the Client, requiring no prior consultation, consent, or approval. Clients are solely responsible for monitoring and selecting the suitability and overall performance of the copied accounts.
e) When Copy Trading a portfolio, Clients authorize the Company to:
    - Copy or stop copying any trader, account, portfolio, and/or strategy at its discretion;
    - Open and/or close any position in any CFD available on our Websites/applications at its discretion
    - Update and/or amend the policy, objectives, structure, and/or composition of any Portfolio at its discretion
f) To the maximum extent permissible under applicable law, neither the Company nor any of its affiliates will be liable for any loss arising from adhering to Client instructions or decisions made by copied accounts.
g) Clients wishing to refuse the copying of deals must contact the Company.

7. Advice and Commentary

7.1. The Company refrains from advising the Client on the merits of specific Orders or providing any form of investment advice regarding Financial Instruments or the Underlying Markets or Assets. The Client acknowledges that the Services offered do not encompass the provision of investment advice. It is the Client's sole responsibility to manage their Trading Account, place Orders, and make decisions based on their own judgment. By requesting the Company to execute any Transaction, the Client affirms that they have independently appraised and investigated the risks involved. Furthermore, the Client asserts that they possess adequate knowledge, market sophistication, professional advice, and experience to assess the merits and risks of any Transaction.

7.2. The Company disclaims any warranty regarding the suitability of traded products under this Agreement and assumes no fiduciary duty toward the Client. Losses incurred due to recommendations or advice from any third party, including introducing brokers, consultants, advisors, and MT expert advisors, are not the responsibility of the Company.

7.3. The Company is not obligated to provide the Client with legal, tax, or other advice concerning any Transaction. The Client is advised to seek independent advice if unsure about potential tax liabilities associated with a Transaction, as tax laws may change over time.

7.4. At its discretion, the Company may provide the Client with information, news, market commentary, or other content (via newsletters, its Website, or other means), but not as part of its Services. In such cases:

a) The Company assumes no responsibility for the accuracy or completeness of the information provided.
b) No representation, warranty, or guarantee is given regarding the accuracy, correctness, or completeness of the information or its tax or legal implications.
c) This information is intended solely to assist the Client in making their own investment decisions and does not constitute investment advice or unsolicited financial promotions.
d) If the information is restricted in terms of intended recipients, the Client agrees not to distribute it to unauthorized parties.
e) The Company may have acted upon the information before providing it to the Client and cannot ensure simultaneous receipt by all Clients.

7.5. It is understood that market commentary, news, or other information provided by the Company may change or be withdrawn at any time without prior notice.

8. Confidentiality

8.1. We gather Client information directly from the Client or through various channels, including account opening forms and website usage, as well as from third-party sources like credit agencies and financial institutions.

8.2. Client information is considered confidential and is used solely for service provision, anti-money laundering checks, research, and marketing, excluding data already in the public domain or held without a duty of confidentiality.

8.3. We reserve the right to disclose Client information under specific circumstances, such as legal obligations, regulatory requests, and fraud prevention measures.

8.4. By entering into the Agreement, you consent to the processing of your information for service performance and relationship administration. We may share your personal

information with third parties for these purposes and for service provision, analysis, and improvement, in line with our Privacy Policy.

8.5. You acknowledge that you may receive confidential information from us, including business plans, financial data, and proprietary information, which should only be used for the purposes outlined in the Agreement.

8.6. You agree not to misuse our confidential information and to prevent its disclosure to or access by any third party without our prior written consent, except as required by law or regulatory authority.

8.7. You are obligated to use reasonable care to protect our confidential information, and this obligation persists even after the termination of the Agreement.

8.8. We reserve the right to seek remedies for any breach or threatened breach of confidentiality provisions, in addition to other available legal remedies.

9. Personal Data

9.1. As a natural person, your personal information will be utilized, stored, processed, and handled by the Company. Upon request, the Company is obligated to provide you with a copy of any personal data it holds about you.

9.2. By completing an account opening application form and subsequently entering into the Agreement with us, you consent to the transmission of your personal data as outlined in paragraph 8.3 of this Client Agreement.

9.3. You retain the right to be informed of the personal data held by us about you. Please note that a small administrative fee may be applicable for this service.

10. Administration and Marketing

10.1. You accept that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with you by telephone, fax, email, courier or post.

11. Telephone Calls, Faxed Documents, and Records

11.1. Telephone conversations between you and the Company may be recorded and retained by the Company. These recordings will be the exclusive property of the Company, and you accept them as conclusive evidence of the Orders or conversations recorded.

11.2. Faxed documents received by the Company may be electronically scanned, and the reproduction of the scanned version will serve as conclusive evidence of the faxed instructions.

11.3. Our records will serve as evidence of your interactions with us regarding the Trading Platform. You acknowledge that you are responsible for your own record-keeping obligations. However, records may be provided to you upon request at our discretion. You agree not to contest the admission of our records as evidence in any legal or regulatory proceedings on the grounds that they are not originals, not in writing, or produced by a computer.

11.4. In compliance with Applicable Regulations, the Company will maintain records containing Client personal data, trading information, account opening documents, communications, and any other information related to the Client for at least five (5) years after the termination of the Agreement or a Transaction.

11.5. Telephone conversations, communications between you and the Company, as well as internal communications related to your affairs, Transactions, or Orders, are recorded and retained by the Company. You acknowledge these recordings and communications as conclusive evidence of the Orders or conversations recorded. Copies of such recordings, communications, and internal communications related to your affairs, Transactions, or Orders will be available upon request by you for a period of five (5) years.

12. Trade Confirmations and Reporting

12.1. The Company will furnish the Client with adequate reporting on their Orders. To facilitate this, the Company will grant the Client online access to their Client Account via the Platform(s) utilized by the Client, providing them with sufficient information.

12.2. The Company will promptly furnish the Client, in a durable medium, with essential information regarding the execution of their Order.

12.3. The Company will dispatch a notice to the Client in a durable medium confirming the execution of the Order as soon as possible and no later than the first business day following execution, or, if the confirmation is received by the Company from a third party, no later than the first business day following receipt of the confirmation from the third party. This notification will encompass the following information: Company identification, trading date, type of the Order, nature of the Order (i.e., buy/sell), the quantity, the unit price and the total consideration, as well as the total sum of commissions and expenses.

12.4. Additionally, upon request, the Company will provide the Client with information regarding the status of their Order.

12.5. If the Client has reason to believe that a report/trade confirmation is incorrect or if the Client does not receive a report/trade confirmation when expected, the Client may contact the Company within ten (10) Business Days from the date on which the report/trade confirmation of the Order was sent or should have been sent. If the Client raises no objections during this period, the content will be deemed approved by them and considered conclusive.

13. General Rules of Trading

13.1. Upon placing an Order on the Trading Platform, the Company facilitates the execution of the said Order.

13.2. You acknowledge and agree that each Transaction on the Trading Platform comprises an offer from you to us to complete a Transaction at a specified price, followed by our acceptance of your offer. An Offer is considered completed upon our receipt and acceptance of your offer, as evidenced by our confirmation of its terms.

13.3. You have the right to request the cancellation or amendment of a Transaction before its completion.

13.4. The Company reserves the right to void any Transaction containing or based on a Manifest Error. Except in cases of fraud or willful default, the Company shall not be liable for any losses resulting from such Manifest Error.

13.5. You agree to comply with any restrictions notified by us regarding your activities on the Trading Platform, including Transaction sizes or other conditions related to our Quote.

13.6. You understand that the Trading Platform operates independently of any Underlying Markets, and we are not obligated to quote prices consistent with such markets. We may disregard prices quoted on our Platform during certain periods in the Underlying Markets at our discretion.

13.7. When placing an Order on the Trading Platform, you acknowledge that you are not trading on a recognized exchange.

13.8. You agree not to use the prices quoted on the Trading Platform for purposes other than your own trading activities and not to redistribute these prices to any other person.

13.9. Each Transaction is made for a specified number of units of the Underlying Asset, subject to minimum and maximum unit amounts set by the Company.

13.10. Each Position opened or Transaction completed is binding, even if it exceeds any applicable credit or other limits.

13.11. You may request a Quote to open or close a Position at any time during Trading Hours. We may provide a Quote outside of Trading Hours at our discretion.

13.12. We reserve the right to reject your Order if certain factors are not met. If a Transaction has already been completed but these factors were not satisfied, we may treat the Transaction as void or close the Open Position, subject to our discretion.

13.13. The factors include obtaining quotes via the Trading Platform, valid offer periods, absence of Manifest Errors, compliance with minimum unit amounts, absence of Force Majeure Events or Events of Default, and other factors notified by us.

13.14. The Company is not obligated to monitor or advise on the status of Transactions or to close Client Positions, unless otherwise agreed.

13.15. In the event of takeovers or transformations affecting Underlying Assets, we may adjust contract prices or quantities as deemed appropriate.

13.16. If a Client company goes into insolvency or dissolution, we shall close any open Transactions involving the CFD of the affected Underlying Asset.

13.17. The Company will use reasonable efforts to execute Orders, but transmission or execution may not always be achieved due to reasons beyond its control.

Risk Disclosure: Trading in financial instruments involves substantial risk and may not be suitable for all investors. The value of investments is volatile and can result in total loss of capital. Investors should consider their financial situation, investment experience, and risk tolerance, and may seek professional advice. Past performance is not indicative of future results.

14. Regarding Our Right to Force Close

14.1. If the prices quoted on the Trading Platform change such that the total Difference payable by you for all your open Transactions equals or exceeds the total Maintenance Margin, or if the amount in your Trading Account falls equal to or below the total Maintenance Margin for your open Transactions, or if you fail to comply with a request made under paragraph 16.5 of this Client Agreement, or if we receive a charge-back from your credit card issuer or another payment method for any reason, you acknowledge that we have the sole discretion to immediately close any and all of your Open Positions, whether at a loss or a profit, without prior notice to you. The exercise of our right to force close your Open Positions will not terminate your Trading Account or this Agreement unless we send you notice of termination.

14.2. We may specify expiration times and dates for various Underlying Assets traded on the Trading Platform. If the Trading Platform specifies an expiration time for an Underlying Asset, you authorize us to close any open Transactions with respect to such an Underlying Asset at the price quoted on the Trading Platform at such time.

15. Force Majeure

15.1. We may determine that a Force Majeure Event exists, which may include but is not limited to the following:

a) Any act, event, or occurrence (including strikes, riots, civil commotions, terrorism, war, industrial action, acts and regulations of governmental bodies) that prevents us from maintaining an orderly market in one or more of the FX and CFDs on the Trading Platform;
b) Natural disasters, such as earthquakes, hurricanes, storms, floods, fires, epidemics, or other events that make it impossible for the Company to offer its Services;
c) Labor disputes and lock-outs affecting the Company's operations;
d) Suspension, closure, or failure of any Underlying Market or Asset on which our quotes are based;
e) Regulatory decisions or bans affecting trading activities;
f) Financial services moratorium declared by regulatory authorities;
g) Excessive movement in Transaction levels or Underlying Markets;
h) Breakdown or failure of communication or computer facilities;
i) Failure of relevant suppliers, Financial Institutions, or intermediaries to perform their obligations.

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15.2. If we determine a Force Majeure Event exists, we may, at our absolute discretion and without notice:

a) Suspend or modify the application of any or all terms of the Agreement;
b) Take appropriate actions with regard to the Company, Clients, and other clients;
c) Shut down the Trading Platform for maintenance or to avoid damage;
d) Cancel Client Orders;
e) Refuse to accept Orders;
f) Inactivate Client Accounts;
g) Increase Margin requirements;
h) Close out Open Positions at appropriate prices;
i) Increase Spreads;
j) Decrease Leverage;
k) Change Stop out Level.

15.3. You agree that we will not be liable for any actions taken during a Force Majeure Event, and both Parties are released from obligations if non-fulfillment results from such an event occurring after the Client Agreements were concluded.

16. Margin Requirements and Margin Calls:

16.1. To open a Position, you must provide an Initial Margin, and to keep a Position Open, you must ensure your Trading Account meets or exceeds Maintenance Margin. Margin Requirements vary for each Underlying Asset and may differ based on the type of Trading Account. Deposits can be made via wire transfer or other methods as notified by us. We reserve the right to limit open Transactions based on your Trading Account balance.

16.2. It's your responsibility to understand how Margin Requirements are calculated.

16.3. Unless a Force Majeure Event occurs, we may change Margin requirements with five (5) Business Days' written notice to you. New Margin Requirements apply to new positions. In the case of a Force Majeure Event, we may change Margin requirements without prior notice. It's your responsibility to monitor your Trading Account balance against Margin requirements and check for updates.

16.4. We may require action in your Trading Account based on a Margin Call, which can be triggered by various factors including your overall position, account size, open Transactions, and market conditions.

16.5. While we're not obligated to make Margin Calls, if we do or if the Trading Platform warns you of low Margin, you must act within a short period, including limiting exposure, hedging positions, or depositing more funds.

16.6. Failure to meet Margin Requirements or take action under paragraph 16.5 gives us the right to close any or all of your Open Positions without notice, even if a Margin Call wasn't made.

16.7. Margin must be paid in the currency of your Trading Account.

16.8. You agree not to create any security interest over Margin or transfer it to us.

16.9. Each Trading Account is treated separately, so credits in one Account don't discharge liabilities in another. You're responsible for ensuring adequate margin for each Trading Account separately.

17. Settlement, Negative Balance Protection, Payments, Costs and Taxes

17.1. When completing a transaction, you are responsible for monitoring your open positions and accepting the associated risks. Depending on whether the closing price is higher or lower than the opening price, you will either be liable for or entitled to the difference.

17.2. Any sums owed under paragraph 17.1 are immediately payable upon transaction closure. We are authorized to debit or credit your Trading Account accordingly. Until the transaction is closed, the Maintenance Margin cannot be withdrawn.

17.3. We operate on a “negative balance protection” basis, ensuring that you cannot lose more than the total funds in your Trading Account. However, exceptions may apply if abuse or breaches of terms occur.

17.4. You are responsible for any taxes, fees, and assessments related to completed transactions on the Trading Platform.

17.5. If required by law, we may deduct amounts at source from any payments due to you.

17.6. Additional costs, including taxes, may arise for which you are liable. We reserve the right to deduct tax from your Trading Account as required by law.

17.7. You are responsible for paying all stamp expenses related to this Agreement and any associated documentation.

17.8. If a Swap Free Trading Account is opened, certain conditions apply regarding fraud, manipulation, and account maintenance, as outlined herein.

In CFD trading, you are required to pay the difference, with swap fees applicable except for Swap Free Accounts.

17.9. We reserve the right to charge commissions or fees for opening CFD positions, with prior notice to the Client.

17.10. Details of applicable fees, charges, or commissions can be found on our website.

17.11. We retain the right to vary our fees, charges, and commissions according to the provisions of this Client Agreement.

17.12. You agree to fulfill any reporting obligations or obtain necessary consents or approvals required by the laws of your country of residence..

18. Deposits and Withdrawals

18.1. Clients may deposit funds into their Trading Account at any time using wire transfer or other accepted methods specified by the Company. Third-party or anonymous payments are not accepted. Deposits must be made in the currency of the Trading Account based on the client's country of origin. Details of deposit options are available on the Website.

18.2. The Company reserves the right to request documentation from the Client to confirm the source of deposited funds. Deposits may be rejected if the Company is not satisfied with the legality of the funds' source.

18.3. Deposits made by the Client will be credited to the Trading Account within one (1) Business Day after clearance in the Company's bank account.

18.4. If deposited funds are not credited to the Trading Account as expected, the Client must notify the Company and request a banking investigation. The Client may be responsible for any investigation charges.

18.5. Withdrawals of Client funds will be processed upon receiving a relevant request from the Client, using the accepted method specified by the Company.

18.6. Withdrawals will be processed within five (5) Business Days if certain requirements are met, including providing all necessary information and ensuring sufficient funds are available.

18.7. Withdrawals will only be made to the Client and not to third-party or anonymous accounts.

18.8. The Company reserves the right to determine the manner in which funds are remitted to the Client and may decline specific transfer methods.

18.9. Withdrawal fees may apply depending on the Client or Trading Account type, with details available on the Company's Website.

18.10. Mistakes made by the Company during fund transfers will be refunded to the Client. If the Client provides incorrect transfer instructions, the Company may be unable to correct the mistake, and the Client may incur losses. The Company reserves the right to seek reimbursement for charge-backs or other payment issues, with bank charges deducted from the Trading Account.

19. Force Majeure

19.1. Client funds received by the Company will be placed into one or more segregated accounts with reputable Financial Institutions. Merchant accounts may be held in the Company's name or another company acting as a merchant, solely for payment transaction settlements.

19.2. Merchant accounts are not used for safeguarding Client money but only for payment settlements. The Company may use a merchant company for electronic payment transaction communications.

19.3. To safeguard Client money:

a) The Company will maintain accurate records to distinguish Clients' assets from its own and other Clients'.
b) Regular reconciliations will be conducted between internal accounts and those of third parties holding the assets.
c) Client money will always be segregated from the Company's own funds.
d) Client money will not be used for the Company's business activities.

e) Steps will be taken to ensure Client money deposited with financial institutions are held separately.
f) Organizational arrangements will be implemented to minimize risks of loss or diminution of Client money due to misuse, fraud, or negligence.

19.4. The Company will exercise due skill, care, and diligence in selecting and monitoring financial institutions. The Company is not liable for losses resulting from financial institution insolvency or failure.

19.5. Client money may be held in an omnibus account by the financial institution, exposing the Client to risks in the event of insolvency.

19.6. The Company may hold Client money and funds of other clients in the same account (omnibus account).

19.7. The Company will not provide interest on Client money, except for profits gained through trading Transactions from the Client's Trading Account(s).

19.8. Client money may be deposited in overnight deposits, and the Company may retain any interest earned.

19.9. The Company reserves the right to transfer Client money to successors, assignees, or buyers with ten (10) Business Days prior Written Notice to the Client.

20. Lien

20.1. The Company retains a general lien on all funds held on behalf of the Client until the Client's obligations are fulfilled..

21. Netting and Set-Off

21.1. If the total amount payable by both parties is equal, mutual payment obligations are automatically set-off and canceled.

21.2. If one party's total payable amount exceeds the other's, the excess must be paid to the other party, satisfying and discharging all payment obligations automatically.

21.3. The Company reserves the right to merge all Trading Accounts under the Client's name, consolidating their balances and setting-off such balances in case of Agreement termination.

22. Inactive Trading Accounts

Clients acknowledge and agree that an inactivity fee will be applied to accounts that remain dormant for a consecutive period of six (6) months. An account is considered inactive if there has been no trading activity, open positions, or deposits/withdrawals during this period.

After six (6) months of inactivity, a one-time fee of $30 USD will be charged.

Following this, a monthly fee of $5 USD will be deducted from the account for each subsequent month of inactivity.

The inactivity fee will be deducted from the available balance in the client’s trading account. If the account balance is insufficient to cover the fee, the remaining balance may be reduced to zero, and the account may be archived or closed at the company's discretion.

Clients can avoid the inactivity fee by performing any trading activity, deposit, or withdrawal before the six-month inactivity period ends.

23. Amendments

23.1. Any 1. The Company may upgrade or replace the Trading Platform or enhance services if it's advantageous to the Client and doesn't incur additional costs.

23.2. The Company may change Agreement terms for reasons including easier understanding, covering new services or facilities, adapting to regulatory changes, or requests from authorities.

23.3. Changes not listed under this provision can be made, provided the Client can terminate the Agreement without charge.

23.4. The Company must provide advance notice regarding changes.

23.5. If the Company informs the Client of changes and the Client does not terminate the Agreement before the effective date, the Client is deemed to accept the changes.

24. Review of Costs and Fees

24.1. The Company reserves the right to review and update costs, fees, charges, commissions, and other trading conditions on its Website and/or Trading Platform. The Client is responsible for checking updates regularly. The Client can terminate the Agreement if they do not accept the changes before the effective date without incurring additional charges, except for payable Services until termination.

25. Commencement, Termination, and Results of Termination

25.1. Upon receiving a notice from the Company confirming acceptance as a Client or the opening of a Trading Account, the Agreement becomes effective.

25.2. Either party can terminate the Agreement by providing written notice to the other party.

25.3. Termination does not affect any prior obligations or legal rights and obligations arising from the Agreement or any Transactions.

25.4. Upon termination, all amounts owed by the Client to the Company become immediately due, including outstanding costs and expenses incurred due to termination.

25.5. The Company reserves the right, at its discretion, to disable the Client's account without prior notice if the Client places an abnormal number of erroneous requests that may negatively impact other clients' trading experiences.

25.6. Before the termination date:

a) The Client must close all Open Positions. Failure to do so will result in the Company closing them at current prices;
b) The Company may restrict the Client's access to Trading Platforms or limit functionalities;
c) The Company may refuse to accept new Orders;
d) The Company may refuse withdrawal requests and retain funds to cover open positions or pending obligations.

25.7. Upon Termination:

a) The Company may consolidate and set off balances in Trading Accounts;
b) The Company may close Trading Accounts;

c) The Company may convert currency in Trading Accounts;
d) The Company may close out the Client's Open Positions;
e) If there's a balance in the Client's favor, the Company will pay it to the Client promptly, withholding amounts for future liabilities. Payment will be made to the Client's designated account, with the Company reserving the right to refuse third-party payments. If the Client fails to provide instructions, the Company may forward the funds to the Client's bank account or mail a cheque to the registered address. It's the Client's responsibility to keep their information updated.

26. Event of Default

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

a) Failure of the Client to fulfill any obligation to the Company.
b) Bankruptcy application against the Client (if individual), appointment of receiver, trustee, etc. (if entity), or arrangement with creditors.
c) Failure to provide Initial Margin, Hedged Margin, or other amounts due.
d) Failure to submit required identification documentation or information.
e) Failure to perform any obligation under the Agreement or other documents.
f) Inability to pay debts when due.
g) Falsification of any representation or warranty made by the Client.
h) Death, declared absence, or unsound mind of the Client (if individual).
i) Other circumstances where the Company believes action is necessary or desirable.
j) Requirement by regulatory authority, body, or court.
k) Involvement of Company in fraud, illegality, or breach of laws and regulations by the Client.
l) Material violation of legislative requirements by the Client.
m) Suspected money laundering, terrorist financing, card fraud, or other criminal activities.
n) Suspected prohibited actions as outlined in the Agreement.
o) Engagement in Abusive Trading.
p) Fraudulent opening of the Trading Account.;

26.2. Upon occurrence of an Event of Default, the Company may, at its absolute discretion, take one or more of the following actions without prior written notice:

a) Immediate termination of the Agreement.
b) Cancellation of any Open Positions.
c) Temporarily or permanently barring access to the Trading Platform or suspending functions.

d) Rejecting, declining, or refusing to transmit or execute any Client Orders.
e) Restricting the Client's trading activity.
f) In cases of fraud, reversing funds or following law enforcement instructions.
g) Canceling profits gained through Abusive Trading.
h) Immediate cancellation of all executed trades.
i) Taking legal action for any losses suffered by the Company.

27. Representations and Warranties

27.1. You agree that each of the following representations and warranties are deemed repeated each time you open or close a Transaction by reference to the circumstances prevailing at such time:

a) Registration Data provided is complete, true, accurate, and not misleading, and certificates provided are authentic.
b) You are of sound mind, legal age, and legal competence.
c) You are duly authorized to execute and deliver the Client Agreement and the Agreement, open Transactions, and perform obligations.
d) You understand how Transactions operate and the legal and financial implications thereof.
e) You have read and understand the Risks Disclosure and Warnings Notice.
f) You have taken reasonable steps to understand the specifications and characteristics of the Trading Platform.
g) You are acting as a principal and not as an agent, representative, trustee, or custodian for someone else.
h) Any person representing you in Transactions is duly authorized.
i) You are not associated with any Underlying Market or related entities.
j) You will not exploit inaccuracies in rates or prices offered on the Trading Platform.
k) You have obtained all relevant authorizations and consents.
l) Your actions do not violate applicable laws, agreements, or rules.
m) Funds are sent to your Trading Account as stipulated in the Registration Data.
n) Client funds used for trading are not proceeds of illegal activity or intended for terrorist financing.
o) You are not a politically exposed person (PEP) and have disclosed any such relationship with the Company.
p) You consent to receiving information from the Company via the internet.

27.2. Breach of any representation or warranty renders any Transaction voidable or capable of being closed by the Company at its discretion.

28. Indemnity

28.1. The Company is not liable for losses arising from inaccuracies in provided information, except in cases of fraud, willful default, or gross negligence.

28.2. The Company bears no responsibility for losses incurred in certain circumstances outlined in the Agreement. You are responsible for indemnifying the Company for any claims, damages, liability, costs, or expenses.

28.3. The Company is not liable for consequential, special, incidental, or indirect losses or damages.

28.4. The Company's cumulative liability to you is limited to the fees paid under the Agreement.

29. Disclaimers

29.1. We specifically do not warrant that:

a) The Trading Platform will meet your individual requirements, and it is your responsibility to ensure compatibility.
b) Your equipment, software, and communication connections will be compatible with our systems.
c) The use of the Trading Platform will be uninterrupted, secure, or error-free.
d) We will prevent third-party disruptions or correct errors promptly.
e) Every bug in the Trading Platform will be detected.

29.2. You acknowledge that we do not control data transfer over telecommunications facilities, including the internet, and are not responsible for communication failures or delays.

29.3. Trading conducted on the Trading Platform is not on a recognized Exchange but over the counter (OTC), exposing you to greater risks than regulated exchange transactions.

29.4. We disclaim liability or loss resulting from:

a) Disruptions in internet connections.

b) Loss or corruption of your data.
c) Security breaches from third-party software or events beyond our control.
d) Services provided outside the scope of the Agreement.
e) Use of the Trading Platform not in strict compliance with the Agreement.
f) Failure to perform obligations due to Force Majeure events or other causes beyond control.
g) Misuse of Account Credentials before reporting to us.
h) Unauthorized access to information during transmission.
i) Risks outlined in the Risks Disclosure and Warnings Notice.
j) Changes in tax rates.
k) Actions or representations of the Introducer.
l) Accuracy and completeness of communications on the Trading Platform.
m) Acts or omissions of the Client.
n) Reliance on functions such as Trailing Stop, Expert Advisor, and Stop Loss Orders.
o) Occurrence of Slippage.
p) Currency risk.

29.5. Regarding Financial Data or other information provided:

a) We and third-party providers are not responsible for inaccuracies.
b) We and third-party providers are not liable for actions based on such data.
c) You will use such data only as permitted under the Agreement.
d) Data is proprietary and shall not be redistributed without compliance.
e) You will use such data in compliance with applicable laws and regulations.

30. Limitation of Liability

30.1. The company explicitly states that it will not be held liable for any losses incurred by the client, except in cases of gross negligence, fraud, or willful default on the company's part.

30.2. Without prejudice to the preceding clause, the company's total liability to the client for all claims related to the client agreement is capped at the aggregate amount of deposits minus withdrawals from the client's trading account.

30.3. The client, on the other hand, assumes liability for various types of losses incurred by the company, including loss of revenue, profits, goodwill, business opportunities, and data corruption, whether direct or indirect, arising from breach of contract, negligence, or other tortious actions.

30.4. Fraud or fraudulent misrepresentation by either party, or their representatives, cannot be excluded, limited, or restricted by the terms outlined in this section.

30.5. The company's liability for infringement of third-party intellectual property rights is restricted to breaches occurring within the jurisdiction of South Africa.

30.6. The client agreement comprehensively outlines the company's obligations and liabilities regarding the provision of the trading platform. No other conditions, warranties, or representations, whether express or implied, are binding on the company unless explicitly stated in the client agreement.

30.7. The company is released from liability and claims arising from various scenarios, including unauthorized access to the client's trading account, delays, or errors in implementing instructions provided by the client, inaccurate instructions received, and reliance on financial data by the client or any third party with account access.

31. Authority to Trade

31.1. By using your Account Credentials on the Trading Platform, you grant us authorization to execute any instruction provided or appearing to be provided by you.

31.2. We are entitled to rely on any form of communication or instruction from you, whether oral, electronic, or written. Upon logging into the Trading Platform with your Account Credentials, we have the authority to act on instructions without verifying their validity, considering them equivalent to written orders from you. You bear all risks associated with instructions, whether authorized, unauthorized, improper, or fraudulent. Furthermore, you agree to indemnify us against any losses or liabilities arising from our reliance on or delay in acting upon such instructions.

31.3. We reserve the right not to act on instructions if we reasonably believe that the person providing them is exceeding their authority, if acting upon them would violate any laws or agreements, or if we suspect the transaction may be unauthorized. In such cases, we may close the transaction at prevailing market prices or void it entirely. However, we are not obligated to verify the authority of individuals purporting to represent you.

31.4. Offers to open or close transactions must be made exclusively through the Trading Platform or via phone, subject to the conditions outlined in clause 32.2 of the Client Agreement. Written offers through fax, email, or text message will not be accepted.

31.5. We reserve the right to act on offers not in accordance with clause 30.4 at our discretion. However, we are not liable for any losses or damage resulting from errors, delays, or omissions in our response to such offers.

32. Relationship of the Parties

32.1. Each transaction initiated with us is done so as a principal, not as an agent for any other individual. This means that unless stated otherwise in writing, you are considered our direct client for all purposes. You are solely responsible for fulfilling your obligations under each transaction you engage in. If you act on behalf of another party, whether disclosed to us or not, that party will not be recognized as our client, and we will have no obligations towards them unless explicitly agreed otherwise in writing.

33. Communication, Written Notices, and Language

33.1. Unless specified otherwise in this Agreement, any communication intended for the Company, excluding orders, should be sent to the Company's address via email, fax, post, airmail, or commercial courier service. Such communication is considered delivered only upon actual receipt by the Company at the provided contact details.

33.2. Orders must be placed exclusively through the Trading Platform, except in cases where the Platform is unavailable due to specific technical issues, in which case orders may be placed via phone or email at support@onequity.com .

34. Entire Agreement

34.1. The Client Agreement constitutes the entire agreement and understanding between the parties regarding the matters addressed therein. It supersedes any previous agreements or understandings between you and us concerning its subject matter.

34.2. By entering into the Client Agreement, you represent and agree that you do not rely on, and will have no remedy in respect of, any statement, representation, warranty, or understanding (whether negligently or innocently made) by any person other than as expressly set out in the Client Agreement.

35. Severability

35.1. If any part of this Agreement is deemed unenforceable, illegal, or in contravention of any rule, regulation, or by-law by any Court of competent jurisdiction, that part will be considered excluded from this Agreement from the outset. The Agreement will be interpreted and enforced as though the provision had never been included. The legality or enforceability of the remaining provisions of the Agreement, or the legality, validity, or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

36. Waiver

36.1. Failure to exercise or any delay in exercising a right or remedy provided by the Client Agreement will not constitute a waiver of the right or remedy or any other rights or remedies. A waiver of a breach of any of the terms of the Client Agreement will not constitute a waiver of any other breach and will not affect the other terms of the Client Agreement.

36.2. The rights and remedies provided by the Client Agreement are cumulative and not exclusive of any rights or remedies provided at law or in equity, except as otherwise provided in the Client Agreements.

36.3. If the Client comprises two or more persons, the liabilities and obligations under the Agreement are joint and several. Any warning or notice given to one of the persons constituting the Client shall be deemed given to all such persons. Any Order given by one of the persons constituting the Client shall be deemed given by all such persons.

36.4. The Company may communicate with the Client using various methods including email, internal mail on the Trading Platform, fax, telephone, post, commercial courier service, air mail, or through the Company's Website or Client Area.

36.5. The Company will contact the Client using the contact details provided in the Registration Data. Therefore, it is the Client's responsibility to promptly notify the Company of any changes to their contact details.

36.6. Written Notices from the Company to the Client include communication via email, internal mail on the Trading Platform, fax, post, commercial courier service, air mail, or the Company's Website. Written Notices from the Client to the Company include

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communication via email, post, commercial courier service, air mail, or commercial courier.

36.7. Communications sent to the Client, including documents, notices, confirmations, statements, and reports, are considered received under various conditions including email within one hour, internal mail immediately, telephone upon completion of the conversation, post after seven calendar days, commercial courier service upon signing, air mail after eight business days, webpage posting within one hour, and Client Area or Website posting immediately.

36.8. English is the language of communication between the Client and the Company, being the Company's official language. While the Company may employ staff who speak the Client's native language for convenience, all documents and information provided by the Company are in English. Translations or information in other languages are for informational purposes only and do not bind the Company legally. Clients should refer to the English version on the Website for accurate information on the Company and its policies.

37. Assignment

37.1. You are prohibited from assigning or transferring any of your rights or delegating any of your obligations under the Client Agreements to a third party, whether permanently or temporarily, without our prior written consent.

37.2. You acknowledge and agree that we may assign our rights or obligations under the Client Agreement or the entire Agreement to a successor of all or substantially all of our business or assets without prior written consent, provided that we give you five (5) Business Days' Written Notice beforehand. In the event of a merger, acquisition, reorganization, sale of shares or assets, or bankruptcy, we may sell, transfer, or share some or all of your assets, including Registration Data, personal information, and Log Data, without your prior consent.

38. Introducer

38.1. If you are introduced to the Company through a third party such as a business introducer or associate network, you acknowledge that the Company is not bound by any separate agreements between you and the Introducer. Introducers are not authorized to bind the Company, offer credit in the Company's name, guarantee against losses, provide investment services, or offer legal, investment, or tax advice on behalf of the Company.

38.2. You acknowledge and confirm that the Company may compensate the Introducer with a fee.

39. Complaints and Disputes

39.1. If you wish to report a complaint, you should follow the Company's procedures and submit a complaint via the standard complaints form on the Website and/or Client Portal to initiate the dispute resolution process.

39.2. The Company should respond to your complaint and attempt to resolve any related dispute within thirty (30) days of receiving it. If more than 30 days are required to complete investigations, the Company will notify you in Writing before the end of the 30-day period.

39.3. If you and the Company cannot settle the dispute, you may apply for dispute resolution to the Ombud for Financial Service Providers within forty-five (45) days of receiving the final resolution answer from the Company. The Ombud for Financial Service Providers accepts disputes for issues that remain unresolved after direct communication with the financial institution.

39.4. In situations not expressly covered by this Agreement, the Parties agree to resolve the matter in good faith and fairness, taking actions consistent with market practice.

40. Governing Law and Jurisdiction

40.1. The interpretation, construction, effect, and enforceability of the Client Agreements shall be governed by the laws of South Africa. You and we agree to submit exclusively to the jurisdiction of South African courts for the resolution of disputes. All Transactions conducted on the Trading Platform are governed by South African laws, regardless of the Registered User's location.

41. Processing Personal Data

41.1. By agreeing to these Terms and Conditions, you consent to the collection and processing of personal data provided by you for the purpose of fulfilling our obligations under this Agreement and managing the relationship between you and us.

41.2. The Company may occasionally share your Personal Data with third parties to provide you with Services and enhance your trading experience, in compliance with applicable

laws and the Company's Privacy Policy. Your Personal Data will not be disclosed to any third party without your prior consent or without a legal basis.

41.3. You acknowledge and consent to the Company sharing information provided by you with other companies within the same group or associated companies for processing and/or analyzing personal data to provide Services.

41.4. If you consent to the use of your personal data for marketing, information management purposes, or market research, the Company may share this data with other companies within its group or carefully selected external parties to provide you with relevant information about products and services.

41.5. Under certain circumstances, you have the following rights regarding your personal data:

a) We and third-party providers are not responsible for inaccuracies.
b) We and third-party providers are not liable for actions based on such data.
c) You will use such data only as permitted under the Agreement.
d) Data is proprietary and shall not be redistributed without compliance.
e) You will use such data in compliance with applicable laws and regulations.

41.6. You must review and acknowledge the Company's Privacy Policy available on the Website.

42. Multiple Account Holders – Joint Accounts

42.1. In the case of joint accounts or where the Client comprises multiple persons, the liabilities and obligations under the Agreement are joint and several. Notices and orders given to one person forming the Client are deemed to be given by all persons forming the Client.

42.2. Each person forming the Client in a joint account acknowledges equal access and authority over the account. The Company is not liable for losses incurred due to actions taken by any person forming the Client. Instructions from any person forming the Client in a joint account are accepted by the Company as requested by all account holders.

42.3. In the event of the death or incapacity of one person forming the Client in a joint account, funds held by the Company will be for the benefit of the remaining account

holder, and all obligations to the Company will be the responsibility of the remaining account holder.

APPENDIX – FX and CFD Trading Terms

43. Scope

In the case of joint accounts or where the Client comprises multiple persons, the liabilities and obligations under the Agreement are joint and several. Notices and orders given to one person forming the Client are deemed to be given by all persons forming the Client.

44. Opening and Closing Orders/Transactions

44.1. Initiating a Transaction on the Trading Platform requires the Client to open either a Buy or a Sell order at the quoted price at the time of the Transaction. To close a Transaction, the Client must offer to sell (for a Buy) or buy (for a Sell) the Underlying Asset at the quoted price at the time of closing. Transfer of open positions or Transactions to other FX and CFD providers or platforms is not permitted.

For comprehensive details on our Order Execution Policy, refer to our Website.

44.2. The Trading Platform provides both Buy and Sell quotes for each traded Underlying Asset. Clients acknowledge that they can only initiate a Buy or close a Sell at the Trading Platform's quoted price for purchasing the Underlying Asset, and vice versa for Sell orders.

44.3. The Trading Platform permits Clients to offer to open a Transaction at the best available rate ("Market Order") or at a specified price ("Limit Order"). Market Orders may be executed at a price different from the displayed rate at the time of order submission. Clients accept that Market Orders can be executed at a price lower or higher than specified, within a predefined range.

44.4. Limit Orders may not always be executed at the specified rate. Clients agree that Limit Orders can be executed at a price less favorable than specified, as detailed on the Trading Platform. Clients can cancel Limit Orders before acceptance without liability.

44.5. Orders can be placed and modified during Trading Hours as listed on the Company's Website and are subject to amendment by the Company. Orders accepted outside Trading Hours may not be executable once the market opens at the stipulated price.

Risk Disclosure: Trading in financial instruments involves substantial risk and may not be suitable for all investors. The value of investments is volatile and can result in total loss of capital. Investors should consider their financial situation, investment experience, and risk tolerance, and may seek professional advice. Past performance is not indicative of future results.

44.6. Pending Orders remain valid through the next trading session unless executed. Open spot positions roll over to the next Business Day at market close, subject to the Company's rights. Forward positions roll over at the period's expiry into the next period, subject to the Company's rights.

44.7. Market Orders failing to execute due to insufficient volume will be cancelled and not remain active.

44.8. Orders are valid as per the type and duration specified by the Client. Orders without a specified duration remain indefinitely valid, though the Company may delete Pending Orders if the Trading Account Equity falls to zero.

44.9. Clients may cancel unexecuted Orders.

44.10. Modification of Stop Loss and Take Profit orders is permitted, provided the distance criteria are met.

44.11. Clients may alter the expiry of Pending Orders or modify/cancel them before execution by placing a new Order.

44.12. Execution of FX and CFD Orders on currencies follows specific rules regarding Take Profit, Stop Loss, and Limit orders, including execution at stated or first market prices.

44.13. The Client acknowledges that indicative Quotes on the Client Terminal may experience Slippage, affecting Order execution prices.

44.14. In cases where the Company cannot proceed with an Order, a re-quote will be offered to the Client. The Client must place a new Order if the original is rejected.

44.15. The Company is not obligated to carry out Orders out of normal Trading Hours listed on the Company’s Website.

44.16. Error Quotes (Spikes) will be removed from the Server’s Quotes Base.

45. Stops and Limits

45.1. The Company may allow setting a Stop Loss or Take Profit Order at the Client's discretion, subject to the Client Agreement terms.

45.2. Upon accepting an Order, the Client authorizes the Company to close the Transaction at the Stop Loss or Take Profit price without further instructions.

45.3. The Company may permit requests for opening or closing Transactions within a specified time frame, at its discretion.

45.4. The Company may accept Trailing Stop offers related to a Stop Loss Order, allowing for adjustment based on market movements in the Client's favor.

45.5. Due to market volatility, the Company cannot guarantee Order execution at the specified level, and Transactions may close at the next best price.

45.6. The Company may, but is not obligated to, pass on price improvements to the Client in cases of positive Slippage.

45.7. A Stop Loss Order may not limit losses to the intended amounts due to market conditions, for which the Company is not responsible.

45.8. The Client bears full responsibility for trades executed using the Trading Terminal's additional functions like Trailing Stop or Expert Advisor.

46. Swap Fees

46.1. Transactions open at the day's end or over weekends will roll over to the next business day to prevent automatic closure, incurring a Premium/Swap.

46.2. Clients must be aware of the Premium before opening Transactions.

46.3. The Company is authorized to adjust the Trading Account for any accrued Premium/Swap daily at the specified time for each Underlying Asset.

46.4. Maintenance Fees for Islamic Trading Accounts

46.5. Swap Fee Trading Accounts incur a maintenance fee for positions held longer than 7 days.

Risk Disclosure: Trading in financial instruments involves substantial risk and may not be suitable for all investors. The value of investments is volatile and can result in total loss of capital. Investors should consider their financial situation, investment experience, and risk tolerance, and may seek professional advice. Past performance is not indicative of future results.

47. Expiry Transactions

47.1. The Company may set an Expiry Date and time for specific Instruments at its discretion.

47.2. The Expiry Date for Underlying Assets will be displayed on the Trading Platform, and it is the Client's responsibility to be aware of this date.

48. Spreads

48.1. Spreads for all FX and CFDs are available on the Trading Platform and/or Website, subject to amendments at the Company's discretion. Clients should regularly check for updates.