onequity

Client Service Agreement

AUGUST 2026

OnEquity Ltd
FSA License
No. SD154

ONEQUITY LTD (hereafter the “Company”) is a limited liability company incorporated and registered under the laws of the Republic of Seychelles, with Company number 810588-1 and registered address at OST Building, Unit 5, Office 4, Zone 18, Providence, Mahe, Seychelles. The Company is authorized and regulated by the Financial Services Authority Seychelles (the “FSA”) under Securities Dealer License number SD154 for the provision of the investment services specified in this Client Service Agreement (the "Agreement").

The Client is requested to read this Agreement carefully and ensure that they fully understand the following terms before accepting the Agreement and using the Company’s services.

Scope and Application: This Agreement governs the relationship between the Client and the Company and is electronically executed. The Client shall be deemed to have accepted and agreed to the terms of this Agreement by checking and/or clicking the relevant acceptance checkbox during the Online Account Opening Procedure, as described on the Company’s website and account registration interface.

For the avoidance of doubt, this Agreement shall have the same legal force and effect as if it had been signed in writing. By completing and submitting the Company’s account opening documentation and registering for a trading account, the Client acknowledges that they have read, understood, and agreed to be bound by the terms and conditions of this Agreement.

1. Definitions

1.1. **“Abusive Trading”:** means any trading activity which the Company reasonably determines to be abusive, manipulative, or exploitative of the trading systems, including but not limited to:

- placing “Buy Stop” and/or “Sell Stop” orders immediately prior to the release of financial data or market news relating to a Financial Instrument;
- arbitrage trading, including latency arbitrage or price-delay arbitrage;
- the use of faster or slower data feeds to exploit price discrepancies;
- manipulation of the trading platform or price feeds;
- abuse of trade cancellation or system error features;
- the use, without the prior written consent of the Company, of any automated trading software or system including but not limited to Expert Advisors (EAs), trading algorithms, robots, spiders, artificial intelligence systems, or automated data entry systems;
- any other trading activity that the Company reasonably considers to constitute market abuse, unfair advantage, or system exploitation.

1.2. **"Account"** means a trading account opened and maintained by the Client with the Company for the purpose of trading Financial Instruments;

1.3. **"Applicable Regulations"** means the laws, regulations, directives, rules and guidance issued by any relevant regulatory authority applicable to the Company, including but not limited to those issued by the **Financial Services Authority Seychelles**, and including, where applicable:

- the Securities Act 2007 (as amended)
- the Securities (Conduct of Business) Regulations 2008
- the Securities (Financial Statements) Regulations 2008
- the Securities (Advertisements) Regulations 2008
- the Securities (Forms and Fees) Regulations 2008
- the Securities (Substantial Activity Requirement) Regulations 2018
- the Financial Services Authority Act 2013
- the Anti-Money Laundering and Countering the Financing of Terrorism Act 2020 (as amended)
- the Prevention of Terrorism Act 2004

and any amendments, replacements, or successor legislation thereto.

1.4. **"Authorised Third Party-Representative"** means a natural or legal person authorized by the Client to act on the Client's behalf in relation to the Client's Account with the Company.

1.5. **"Company's Website"** means the official website of the Company's available at www.onequity.com

1.6. **"CFD" or "Contract for Difference"** means a financial contract which allows the Client to speculate on the price movement of an underlying asset without acquiring ownership of the underlying asset.;

1.7. **"Client"** means any natural person or legal entity that has opened an Account with OnEquity Ltd and is accepted by the Company as a customer in accordance with the Company's account opening procedures.

1.8. **"Company"** means OnEquity Ltd, a limited liability company incorporated and registered under the laws of the Republic of Seychelles with Company Number 810588-1, authorised and regulated by the Financial Services Authority Seychelles ("FSA") under Securities Dealer Licence No. SD154, with registered address at OST Building, Unit 5, Office 4, Zone 18, Providence, Mahe, Seychelles.

1.9. **"Equity"** means the total value of the Client's trading account at any given time and shall be calculated as the sum of:
(i) the Account Balance; and
(ii) any unrealised profit or loss from open positions, after deduction of any applicable charges and spreads.

1.10. **"Financial Instruments"** means Contracts for Difference (CFDs) offered by the Company, including but not limited to CFDs on:

- foreign exchange (Forex)
- precious metals
- commodities
- indices
- shares
- futures

or any other asset class made available for trading by the Company from time to time.

1.11. **"Margin"** means the funds required by the Company to open and maintain a position in a CFD transaction.

1.12. **"Margin Level"** means the ratio of Equity to Margin expressed as a percentage, used to determine the status of the Client's trading account and margin requirements.

1.13. **"MTF" (Multilateral Trading Facility)"** means a multilateral system operated by an investment firm or market operator which brings together multiple third-party buying and selling interests in financial instruments within the system, in accordance with non-discretionary rules, in a manner that results in a contract.

1.14. **"Quote"** means the Bid and Ask prices at which a Financial Instrument can be bought and sold at a given time;

1.15. **"Underlying Asset"** means any asset, property, currency pair, index, commodity, share, or other financial instrument whose price fluctuations form the basis for determining the value, profit, or loss of a CFD transaction.

1.16. **"Services"** shall mean the investment and ancillary services provided by the Company under this Agreement;

1.17. **"Spread"** means the difference between the Bid price and the Ask price of a Financial Instrument quoted by the Company;

1.18. **"Regulated Market"** means a multilateral system operated and/or managed by a market operator which brings together, or facilitates the bringing together of, multiple third-party buying and selling interests in financial instruments within the system in accordance with non-discretionary rules, in a manner that results in a contract.

1.19. **"Trading Platform"** means any electronic trading system, software, or online platform made available by the Company to the Client under this Agreement for the purpose of trading Financial Instruments, including but not limited to desktop, web-based, and mobile trading applications.

2. Services

2.1 The Company may provide investment services in relation to Financial Instruments, including but not limited to dealing in securities and derivative instruments, whether acting as principal or agent, including the following activities:

a) entering into, or offering to enter into, agreements with another person for the purpose of acquiring, disposing of, subscribing for, or underwriting securities or other Financial Instruments
b) arranging, facilitating, or otherwise effecting transactions in Financial Instruments, including transactions conducted on margin or otherwise.
c) receiving and transmitting orders from Clients to buy or sell Financial Instruments;
d) providing access to trading in Financial Instruments through the Company's Trading Platform.

2.2 The services provided by the Company under this Agreement primarily involve transactions in Financial Instruments traded over-the-counter ("OTC"), including but not limited to Contracts for Difference (CFDs).
Such instruments are not traded on a Regulated Market or Multilateral Trading Facility (MTF) and may involve dealing as principal by the Company.

3. Risk Disclosure & Acknowledgment

3.1. The Client acknowledges that trading in Financial Instruments involves a significant level of risk. Before deciding to enter into a trading relationship with the Company, the Client should carefully consider whether such trading is appropriate in light of their financial circumstances, investment objectives, and level of experience. The Client confirms that

they understand the risks involved and that they have sufficient financial resources to bear the potential losses arising from trading activities.

3.2. The Financial Instruments offered by the Company, including Contracts for Difference (CFDs), are high-risk products that are traded on margin. Trading in such products involves a high level of risk and may result in the loss of all or part of the Client's invested capital. Prices of Financial Instruments may fluctuate rapidly due to market volatility, liquidity conditions, economic events, or other factors beyond the Company's control.

Such products may not be appropriate for all Clients. If the Client does not fully understand the risks involved, they should seek independent financial advice before engaging in trading activities.

3.3. **General Risks and Acknowledgements:** The Client acknowledges, understands, agrees and accepts the following risks associated with trading in Financial Instruments, including but not limited to the following:

a) The Company does not and cannot guarantee that funds deposited in the Client's Account for trading will not be lost as a result of the Client's transactions.
b) The Client acknowledges that the value of any investment in Financial Instruments may fluctuate both upwards and downwards and it is possible that the investment may become worthless.
c) The Client acknowledges that trading in Financial Instruments involves a significant risk of loss, and that losses may exceed the initial deposit where applicable.
d) Past performance of any Financial Instrument does not guarantee or predict future performance.
e) Transactions undertaken through the Company may be speculative in nature and substantial losses may occur within a short period of time.
f) Certain Financial Instruments may not become immediately liquid due to market conditions such as reduced demand. As a result, the Client may not be able to sell such instruments quickly or obtain reliable information regarding their value or associated risks.
g) When a Financial Instrument is traded in a currency different from the currency of the Client's country of residence, changes in exchange rates may have a negative impact on the value, price and performance of the investment.
h) Transactions conducted on foreign markets may expose the Client to risks different from those usually associated with the markets in the Client's country of residence. In some cases, risks may be greater.

i) The Client should not engage in trading in Financial Instruments unless the Client is prepared to lose the entire amount invested as well as any applicable commissions, spreads or other charges.
j) Under certain market conditions (including but not limited to force majeure events, technical failures, communication network disruptions, low liquidity, or significant market announcements), it may be difficult or impossible to execute orders at the requested price.
k) If the Equity of the Client's Account falls below the required margin level to maintain open positions, the Client may be required to deposit additional funds or reduce exposure within a short period of time. Failure to do so may result in the automatic closing of positions at a loss, and the Client shall remain liable for any resulting deficit.
l) Trading through online trading systems does not reduce the risks associated with trading in Financial Instruments and may involve additional risks related to system failures, internet connectivity, or other technical issues.
m) The Client's trading activities may be subject to taxation and/or other duties depending on applicable laws and the Client's personal circumstances. The Company does not provide tax advice and the Client is solely responsible for determining and fulfilling any applicable tax obligations.
n) Before beginning to trade, the Client should obtain full details of all commissions, spreads and other charges applicable to trading. Where charges are not expressed as a fixed monetary amount (for example spreads), the Client should ensure that they fully understand how such charges are calculated.
o) The Company does not provide investment advice or investment recommendations. Any information, market analysis, research material, or other content provided by the Company is for general information purposes only and does not constitute investment advice or a recommendation to engage in any transaction. Such information does not take into account the Client's personal circumstances, financial situation, or investment objectives. The Client should seek independent professional advice where necessary.
p) Market conditions may change rapidly, including during weekends, at market opening, or following major economic or political announcements. In such circumstances, prices may gap or move significantly, which may result in orders being executed at prices different from those requested.

4. Account Opening Procedure

4.1. Prior to opening a new account, the Company provides the Client, via its Website, email or other communication channels, with the required information regarding the Company

and a copy of this Agreement. In order to open an Account, the Client must complete the Company's account opening process, which includes submitting:

a) The Account application form
b) Identification and verification documents; and
c) Acceptance of the Client Services Agreement and any other required legal documentation

4.2. The Company is required, in accordance with Applicable Regulations, to conduct Know Your Customer (KYC) and Customer Due Diligence (CDD) procedures in order to verify the identity of each Client. For this purpose, the Company will collect and process information including, but not limited to:

- full name
- date of birth
- residential address
- nationality
- contact details (telephone number and email)
- and any other information deemed necessary by the Company

Upon receipt of the Client's application, the Company may carry out additional enquiries, verifications, or checks as it considers necessary in accordance with its internal policies and regulatory obligations. The Client agrees to:

- Provide accurate, complete and up-to date information at all times;
- Promptly supply any additional documentation requested by the Company;
- Notify the Company in writing of any changes to their personal or financial information

The Company shall rely on the information provided by the Client unless notified otherwise.

4.3. The Company reserves the right, at its sole discretion, to accept or reject any application without providing a reason.

The Company shall not be required to open an Account until:

all required documentation has been received in full and in a satisfactory form; and

all internal checks, including anti-money laundering (AML) and due diligence procedures, have been successfully completed.

The Company may apply enhanced due diligence (EDD) measures for Clients residing in jurisdictions considered to present a higher risk.

4.4. For identification and verification purposes, the Company may require the Client to provide:

a valid government-issued photo identification document (e.g. passport, national ID card, or driving licence), containing the Client's full name, photograph, date of birth, identification number, and expiry date;

proof of residential address (e.g. utility bill, bank statement, or equivalent document);

and any additional documentation as may be required.

The Company may also require documents to be certified, notarised, or otherwise authenticated by an independent third party where deemed necessary.

All documents must be valid, legible, and consistent with the information provided in the Client's application.

Company will assess the information received by the Client during the Account Opening Procedure in order to determine whether the Client is eligible or not in investing and/or operating a trading account with the Company. The Client's trading account will be opened following the assessment and completion of the KYC and due diligence procedure.

5. Fees and Charges

5.1. The Client shall be responsible for the payment of all applicable fees, charges, and costs associated with the provision of the Company's services, including but not limited to spreads, commissions, swaps/financing charges, withdrawal fees, and any charges imposed by third parties.

Details of the Company's current fees and charges are available on the Company's Website and may be amended from time to time.
The Client acknowledges that they have read, understood, and accepted the applicable fees and charges as published on the Company's Website.
The Company reserves the right to modify its fees and charges from time to time, including as a result of changes in market conditions, operational costs, or third-party provider charges. Any such changes will be made available on the Company's Website and/or notified to the Client where appropriate.

5.2. The Company is primarily compensated for its services through the spread, being the difference between the Buy (Ask) and Sell (Bid) price of a Financial Instrument.

Accordingly, when the Client opens a position, the applicable spread is incorporated into the execution price.

Current spread rates for each Financial Instrument are available on the Company's Website and may vary depending on market conditions.

5.3. Depending on the Financial Instruments traded and the nature of the Client's Account, the following charges may apply:

Spread
The spread represents the difference between the Bid and Ask price of a Financial Instrument and is applied at the time of opening and closing a position.

Commission (applicable to certain instruments, including CFDs on shares and futures)
This is the commission the Client pays when he buys and sells a Financial Instrument.

Currency conversion
Where a transaction involves a currency different from the base currency of the Client's Account, the Company may apply a currency conversion. Any resulting gains, losses, charges, or fees may be subject to conversion at the prevailing exchange rate.

Overnight Funding /Swap (Financing Fee)
Positions held overnight may be subject to a financing charge or credit (swap), depending on the Financial Instrument and market conditions.
The applicable swap rates are determined by the Company and may change from time to time.
The swap amount will be either credited to or debited from the Client's Account.

Trading inactivity
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.

All payments to the Company under this Agreement shall be made in such currency as the Company may specify from time to time and to the bank account or other payment method designated by the Company.

5.4. The Company may pay or receive fees, commissions, or other forms of remuneration to or from third parties, including but not limited to Introducing Brokers, affiliates, or other partners, in connection with the provision of services to the Client.

Such remuneration may be calculated as a commission, spread mark-up/mark-down, or other agreed method of compensation.

Further details regarding such arrangements may be made available to the Client upon reasonable request.

6. Conflict of Interest

6.1. The Company The Company shall take all reasonable steps to identify, prevent, manage, and disclose conflicts of interest that may arise between:

the Company and its Clients;

the Company's directors, officers, employees, affiliates, Introducing Brokers, or other relevant persons and the Client; or

one Client and another Client,

in the course of providing services under this Agreement.

6.2. The Company shall maintain and operate effective organisational and administrative arrangements designed to prevent conflicts of interest from adversely affecting the interests of its Clients.

Where the arrangements implemented by the Company are not sufficient to ensure, with reasonable confidence, that the risk of damage to the Client's interests will be prevented, the Company may disclose the general nature and/or source of the conflict of interest to the Client.

7. Client Money and Transfer of Funds

7.1. The Company shall take reasonable steps to ensure that Client money is held separately from the Company's own funds in segregated accounts maintained with approved banks and/or payment service providers selected by the Company in accordance with Applicable Regulations and the Company's internal policies.

Such accounts may be designated as client or segregated accounts.

7.2. Unless otherwise required by Applicable Regulations, the Client acknowledges and agrees that the Company may hold Client money with third parties, including but not limited to banks, payment service providers, liquidity providers, exchanges, clearing houses, or intermediate brokers, where reasonably necessary for:

a) the execution or settlement of transactions on behalf of the Client; or
b) meeting the Client's obligations in relation to margin, collateral, or other trading requirements

By accepting this Agreement, the Client expressly authorises the Company to transfer, hold, and maintain Client funds with such third parties where necessary for the provision of the Services.

The Company shall exercise reasonable care in the selection of such third parties but shall not be liable for the insolvency, acts, or omissions of any third party institution unless resulting from the Company's fraud, wilful default, or gross negligence.

7.3. The Client acknowledges that Client funds held by third parties may be maintained in omnibus accounts together with funds belonging to other clients and that it may not always be possible to separately identify individual client funds.

In the event of insolvency or other default of the relevant third party, the Client may rank as a general creditor in relation to such funds.

7.4. Unless otherwise required by Applicable Regulations, the Company shall not be obliged to pay interest on Client money or any unencumbered funds held on behalf of the Client.

7.5. Deposits received from the Client shall be credited to the Client's Account at the value date on which the relevant funds are received by the Company, net of any charges or fees

imposed by banks, payment service providers, or intermediaries.

The Company shall not be liable for delays in processing deposits caused by third-party payment providers or banking institutions.

The Company complies with applicable anti-money laundering and counter-terrorist financing obligations. Accordingly:

a) withdrawals shall generally be processed using the same payment method and to the same source from which the original funds were received, where possible;
b) the Company may request additional information or documentation before processing any withdrawal request; and
c) the Company reserves the right to refuse, delay, reverse, or restrict any transaction where the Company reasonably believes that such action is necessary to comply with Applicable Regulations, anti-money laundering obligations, fraud prevention measures, court orders, or requests from competent authorities.

Any costs, fees, or charges arising from rejected or reversed transactions may be borne by the Client.

The Client acknowledges that in case where a Client's bank account is frozen for any given period and for any given reason the Company assumes no responsibility and Client's funds will also be frozen.

8. Client's Orders/Instructions & Execution of Orders

8.1. **Execution of Orders:** It is the Company's approach to take all sufficient steps to obtain the best possible result on behalf of its Clients when executing Client orders on Financial Instruments offered by the Company or receiving and transmitting orders for execution. The Client understands and acknowledges that the Company will enter into transactions with the Client either as principal (counterparty) or an agent. The Company will be the contractual counterparty to the Client.

8.2. The Company, when executing orders, will obtain the best possible result for Clients, taking into account factors like price, costs, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the order. Where the Company executes an order on behalf of a Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Client which directly relate to the execution of the order.

8.3. For determining the importance of the execution factors indicated above, the following criteria are also taken into account:

- The characteristics of the Client
- The characteristics of the Client order;
- The characteristics of Financial Instruments that are the subject of that order;
- The characteristics of the execution venues to which that order can be directed.

8.4. The Client understands and confirms that all orders received by the Company from the Client are orders for execution outside a Regulated Market or MTF.

8.5. **Client's Orders/Instructions:** Orders may be placed with the Company once the Client gets access to the Company's Trading Platform. The Company will be entitled to rely and act on any Order placed on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.

8.6. The Company's Buy/ Sell prices for a given CFD are calculated by reference to the price of the relevant Underlying Asset. Third party reputable external resources (i.e. feed providers) obtain prices (Buy/Sell prices) of the Underlying Asset for a given CFD. The Company then uses the prices given by the feed providers to calculate their own tradable prices for a given CFD. The Company adjusts the Spread (i.e. the difference between the Buy/Sell prices), hence the prices it quotes to Clients compared to the prices it obtains from third party external reference sources may differ, as they include a Spread adjustment. The Company provides Quotes by taking into account the Underlying Asset price. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

8.7. Orders can be placed, executed and changed or removed within the trading hours for each CFD showed on the Company's Website, as amended from the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). The Company shall not be obliged to arrange for the execution of the Client's orders in respect of any CFD out of normal trading hours which appear on the Company's Website.

8.8. If any tradable instrument becomes subject to possible adjustments, the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction. The determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole

discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.

8.9. During the occurrence of a manifest error i.e. a manifest or obvious misquote by the Company, or any market, liquidity provider or official price source on which the Company has relied in connection with any transaction, having regard to the current market conditions at the time an order is placed as the Company may reasonably determine, the Company may amend the details of affected transactions to reflect what the Company reasonably determines as correct and fair and/or declare any or all affected transactions as void.

8.10. During periods of abnormal Market (Volatile) Conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the Reference Asset has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but instead at the next best available price. In such case, Take Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit or another strategy deemed by the Company to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Client's losses at the intended amount.

9. Margin/Leverage Level

9.1. The Margin/leverage levels applicable to the different products offered by the Company can be found on the Company's Website at www.onequity.com. If at any time the Equity falls below a certain percentage of the required Margin, specified on the Website, the Company has the right to close any or all of the Client's open positions without the Client's consent or any prior written notice to him. The Client will be informed about the closure of its position through electronic means should the equity fall below the required margin.

The Client is responsible to monitor its account balance and keep sufficient funds in its Account in order for its open positions to remain unaffected. The Company shall have the right, but not the obligation, to start closing Client's open positions starting from the most unprofitable, when the Margin is less than 100% of the Margin requirement. In the case where the Margin is equal to or less than 50% of the Margin requirement, then Client's positions shall be automatically closed, starting from the most unprofitable, at the prevailing market price.

9.2. Margin or leverage Level may be set and varied without prior notice from time to time in the Company's sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with transactions, including subsequent variation of any Margin rates set at the time transactions are opened. The Client can request to change his account leverage at any time by contacting the Company.

9.3. On every Friday and between the hours of 21:00 till 24:00 (GMT+3) and occasionally before the release of major economic news, the Company may maintain a maximum leverage on remaining instruments other than FX for any new positions opened during such period which such requirement, if any, will be disclosed in the Company's website.

10. Decline of Client's Orders and Instructions

10.1. The Company is entitled to decline or refuse to transmit or arrange for the execution of any order in any of the following cases as applicable:

a) Under abnormal market conditions;
b) If the Client's free Margin is less than the required Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular order;
c) It is impossible to proceed with an order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that order or the Company believes that it will not be able to hedge the proposed transaction or it is impossible for the order to be executed due to condition of the relevant market;
d) Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
e) In consequence of request of regulatory or supervisory authorities or a court order;
f) Where the legality or genuineness of the order is under doubt;
g) There is absence of essential detail of the order or the order is not clear or has more than one interpretation;
h) A Quote is not obtained from the Company or the Quote obtained by the Company is an indicative Quote or the Quote is the result of manifest error or Quote is an error Quote;
i) Internet connection or communications are disrupted;
j) A Force Majeure Event has occurred;
k) The Company has sent a notice of termination of this Agreement to the Client;
l) The Client has failed to meet the minimum Margin requirement;

11. Abusive trading techniques

11.1. The Client agrees not to use the platforms in an abusive way by lag trading and/or usage of server latency, price manipulation, and similar practices which fall under the definition of market abuse. Such practices may include, but not limited to, insider trading, the misuse of information and directors trading in shares of their own companies. The use of any high frequency trading, scalping, automated data entry or automated trading will only be permitted with our prior written consent. Accordingly, a significant number of trades within short duration may be deemed as market abuse.

11.2. All trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices, or taking advantage of internet delays, such as scalping or sniping, are not permissible on the Company's trading platforms. The Client agrees not to proceed with abusive trading techniques such as, but not limited to placing of 'Buy Stop' or 'Sell Stop' orders before the release of any financial data, Arbitrage, System or Platform Manipulation.

11.3. The Client is also prohibited from entering into transactions or combinations of transactions which taken together or separately are for the purpose of manipulating Company's platforms for gain, such as, but not limited to, holding long and short positions in the same or similar instruments at similar times either by you or by you acting in concert with others.

11.4. The Client hereby consents to the Company's Abusive Trading policies and procedures and further acknowledges and accepts that the Company shall evaluate all trading techniques used by the Client in any trading account, whether CFDs or Equities or Options, in order to evaluate and assess whether such techniques were indeed abusive and/or part of the trading strategy of the Client.

11.5. If any of the above mentioned abusive trading techniques are identified within Clients' trading account , the Company reserves the right to: (i) adjust the price spreads available to the Client; (ii) restrict or delay Clients execution and/or access to streaming, instantly tradable quotes, including by providing manual quotations only; (iii) reclaim from the Client's account any historic trading profits that the Company can demonstrate have been gained through such abuse at any time; and/or (iv) terminate the account immediately by giving written notice.

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.

12. Transaction Settlements and Confirmations

12.1. The Company will proceed with transaction settlements upon execution, in accordance with the normal practice for the Financial Instrument or the relevant market rules. The Company will provide the Client with an online access to his Client Account via the Trading Platform, which will provide him with sufficient information on among others order(s) status.

12.2. The Client understands that transaction confirmations are available via the Trading Platform and he will be able to access account information through the Trading Platform. Through the Trading Platform the Client may view its balance as well as all of its account activity. The Client will also be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no later than 24 hours after any activity takes place on the Client's Account. At all times, Client's account information will include, and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margin, amount available for trading as well as current open and pending positions.

13. Trading Platform usage

13.1. The Client shall enter his user ID and password ("Codes") registered during the online account opening procedure when logging on to the Company's Trading Platform. The Client should notify the Company without undue delay on becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party.

13.2. The Client shall take all necessary precautions to ensure the confidentiality of all information, including, but not limited to, the Codes to the electronic systems, Transaction activities, account balances, as well as all other information and all orders. The Client shall be solely responsible for all orders and the accuracy of all information sent via the internet using its Codes. The Client acknowledges that the Company bears no responsibility in the case that the Codes are used in an unauthorized manner by any third party.

13.3. The Company shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading Platform, unless such liability follows from indispensable rules of law. Where the Trading Platform is used by the Client, it shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer

programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

13.4. When using the Company's platform, the Client shall:

- Run such tests and provide such information to us as we shall reasonably consider necessary to establish
- Ensure that the system and/or hardware equipment used by the Client satisfies the requirements notified by us to you from time to time;
- Carry out virus checks on a regular basis;
- Inform us immediately of any unauthorized access to its system or instruction which the Client know of or suspect and, if within its control, cause such unauthorized use to cease; and
- not at any time leave the terminal from which the Client have accessed the trading platform or let anyone else use the terminal until he has logged off the trading platform.

13.5. To the extent permitted by Applicable Regulations, the Company shall not be liable for:

a) Any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communication being made via the internet or other electronic media; the Client shall be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media; and
b) Any loss or damage that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the electronic systems.

13.6. If the Client wants to use a third party software application to provide trading signals or advice or other trading assistance like an "expert advisor" or a hosting environment allowing for real-time access to the Client's Account, the Company and its third party suppliers or licensors make no warranties or representations of any kind, whether expressed or implied for the service it is providing. The Company and its third party suppliers or licensors also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of funds, data, non-deliveries or service interruptions by any cause or errors or omissions by the Client. The Client's use of any information obtained by way of an expert advisor used in conjunction with a hosting environment or otherwise

is at the Client's own risk, and the Company and its third party suppliers specifically disclaim any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. The Company and its third party suppliers or licensors do not represent or guarantee the speed or availability of end-to-end connections. The Company and its third party suppliers or licensors shall not be subject to any damages or liability for any errors, omissions or delays therein including unavailability. The licensed products and all components thereof are provided on an "as is" basis and are separate and distinct from the services provided under this Agreement. Where the Company believes that a Client is using additional functionalities /plug-ins where it affects the reliability and/or smooth and/or orderly operation of the electronic systems the Company has the right to suspend or terminate the Client's Account.

13.7. The Company makes every effort to deliver high quality products. However, we do not guarantee that our products are free from defects. Our software is provided "as is" and the Client uses the web platform at his own risk. The Company makes no warranties as to performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from or information provided by the Company shall create a warranty. Under no circumstances shall the Company be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if the Company has been advised of the possibility of such damages.

13.8. The Client understands that the use of the Trading Platform including each Transaction the Client complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to him or any agreement by which the Client is bound or by which any of the Client's assets are affected;

14. Market Abuse

14.1. The Client acknowledges that he will not enter into any transaction which falls within the definition of market abuse of Seychelles Securities Act 2007 as amended. This rule applies to all forms of market abuse such as insider trading (an abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies;

14.2. If the Company suspects or has reasonable grounds to believe that the Client has been engaged into an abusive behavior as indicated above the Company reserves the rights

to void and/or cancel part or all Client's abusive trading transactions, close all and any of the Client's trading accounts and terminate this Agreement under s.21.

15. Third Party Authorisation

15.1. The Client has the right to use a power of attorney to authorise a third person "Representative" to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The power of attorney should be provided to the Company accompanied by all identification documents of the representative and/or any other documentation requested by the Company. If there is no expiry date, the power of attorney will be considered valid until the written termination by the Client.

15.2. The Client further ratifies and accepts full responsibility and liability for all instructions given to the Company by the Representative (and for all transactions that may be entered into as a result) and will indemnify (fully compensate or reimburse) the Company and keep the Company indemnified against any loss, damage or expense incurred as a result of acting on such instructions. This indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage or expense, and irrespective of any knowledge, acts or omissions of the Company in relation to any other account held by any other person or body with the Company.

15.3. The Client agrees to further indemnify the Company (fully compensate and reimburse) for any loss, damage or expense incurred as a result of the Company acting on instructions of the Representative outside the scope of the Representative authority or the Representative's breach of any term of their appointment.

16. Introducing Brokers and Affiliates

16.1. The Client may have been recommended by an introducing broker or an affiliate based on a written agreement with the Company subject to the Applicable regulations.

16.2. The Company may pay a fee/commission to introducing brokers and/or affiliates based on a written agreement. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to introducing brokers or affiliates.

16.3. The Company shall not be liable for any type of agreement that may exist between the Client and the introducing broker or affiliate or for any additional costs as a result of this Agreement.

16.4. The Client acknowledges that the introducing broker or affiliate is not a representative of the Company.

17. Privacy and Data Protection

17.1. The Company is committed to protecting the privacy of all personal information that it obtains from the Client and hereby lists how and why the Company collects, use, disclose and protect the Client's personal information.

17.2. **Purpose of data collection:** The Company Collects Client's personal information in order to provide the Client with its products and services and to establish and manage the Client's account. By collecting Client's information, the Company will be able to monitor and improve the services it offers to its existing and potential clients.

17.3. The Company will collect and process the following personal information about the Client:

- Personal information provided during account opening procedure when the Client fills the application or other forms on the Company's website. The information may include the Client's name, address, contact details, financial information about your income and wealth, professional and employment details, trading history and other personal information.
- Information about the Client's use of this website and the Company's platform. This information may include site areas visited, pages viewed, frequency and duration of visits
- Subject to Applicable Regulations, the Company will monitor and record the Client's calls, emails, text messages and other communication for regulatory compliance, crime prevention and detection, to protect the security of communications systems and procedures, for quality control and staff training etc. The Company will also monitor activities on the Client' account where necessary for these reasons and this is justified by the Company's legitimate interests or legal obligations.

17.4. **Usage of Information:** The Company may use information for the following purposes (list not exhaustive):

- Provision of the Services under this Agreement
- For KYC and due diligence purposes i.e. verification of identity

- For maintenance and management of the Client's account as well as administration of the services provided to the Client
- Communication with the Client when necessary or appropriate
- Compliance with legal and regulatory requirements

17.5. **Share of Information:** The Company may share Client's personal information with business partners and suppliers with whom the Company may have outsourced certain business functions or cooperate with. Personal data collected by the Company may be transferred or disclosed to third party contractors, subcontractors, for the purposes for which the Client has submitted the information i.e. agreements with Service Providers

17.6. It is the Company's policy to disclose information to third parties under the following circumstances:

- As required by Applicable Regulations, statute, rule, regulation or professional standard, search warrant or other legal process
- For regulatory compliance purposes
- When explicitly requested by the Client
- Or otherwise as set out in this section

17.7. In order for the Company to provide services to its Clients, the Company may be required to transfer the Client's personal information to parties located in countries which may not have an equivalent level of data protection laws as in Mauritius. Where this is the case, we will take reasonable steps to ensure the privacy of the information. The Client acknowledges and understands that by submitting its personal information to the Company agrees to the aforesaid transfer, storage and processing of the information.

17.8. If the Client wishes to withdraw its consent to the use of information, rectify a personal information or request the provision or deletion of information held by the Company related to itself, he may submit its request at the email address compliance@onequity.com

18. Force Majeure

18.1. In case of a force majeure event as listed below (list not exhaustive), the Company shall not be liable for any failure to provide the Services under this Agreement, beyond its control:

a) Government actions, war or hostilities, acts of terrorism, national emergency,

b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disasters;
c) Labour disputes and lock-out which affect the operations of the Company;
d) Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
e) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company and hacker attacks;
f) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
g) 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 or special or unusual terms on the trading in any such market or on any such event;
h) The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

18.2. If the Company determines reasonably that a force majeure event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time proceed with the following actions:

a) Increase Margin requirements without notice;
b) Decrease leverage;
c) Close out any or all open positions at such prices as the Company considers in good faith to be appropriate;
d) Refuse to accept orders from Clients;
e) determine at its discretion the quotes and spreads that are executable through the Company's Trading Platform;
f) Suspend or modify the application of any or all terms of the Agreement to the extent that the force majeure event makes it impossible or impractical for the Company to comply with them;
g) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;

19. Complaints Procedure

19.1. If the Client has any cause for complaint in relation to the services provided by the Company, he should file a complaint as per the Company's Complaint Handling policy which is available on the Company's website.

19.2. The Client may register a complaint by completing the Complaint Form and sending it to:

- Email: compliance@onequity.com
- Postal Address: ONEQUITY LTD OST BUILDING, UNIT 5, OFFICE 4, ZONE 18, PROVIDENCE

19.3. The Company's **Complaints Handling Policy** accompanied with the relevant complaint form which has to be filed by the Client in case he has a complaint with the Company is enclosed as **Annex 2** in this Agreement.

20. Representations and Warranties

20.1. The Client may register a complaint by completing the Complaint Form and sending it to:

a) The Client is over 18 years' old;
b) The information provided by the Client to the Company in the account opening application form and at any time thereafter is true, accurate and complete, and at any time there is a change to the Client personal data, the client will ensure that this data is updated and accurate, and the documents are valid and authentic;
c) The Client is duly authorised to enter into this Agreement and has the capacity;
d) Any actions conducted by the Client under this Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
e) The Client has read and fully understood and undertakes to comply with the terms of this Agreement;
f) The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
g) There is no pending or, to the best of the Client's knowledge, any legal proceeding before any court, arbitration court, governmental body, agency or official likely to affect, the legality, validity or enforceability against him of this Agreement;

h) Any information which the Client provides to the Company will not be misleading and will be true and accurate in all material respects;
i) There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;
j) The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks involved;

21. Communication and Notices

21.1. Any notice, instruction, request or other communication to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's email address at support@onequity.com.

22. Account Closing Procedure

22.1. **Account Closing Procedure:** Either party can terminate this Agreement by giving seven (7) business days' written notice to the other party. Following the notice, the Client should close all open positions. In the case where the Client has open positions during the termination notice period, then the Company reserves the right not to accept any new Transaction orders and the Company shall have the right to close all of the Client's open positions on expiry of the notice period to the extent the Client has not already done so. Upon termination of this Agreement, the Company shall be entitled to cease the access of the Client to the Trading Platform.

22.2. The Company is entitled to close all open positions and terminate this Agreement immediately without giving prior written notice in the following cases:

- The Client fails to comply with any obligation to make any payment when due under this Agreement;
- There are reasonable grounds to believe that the Client is in breach of this Agreement;
- The Client activity might be a violation of any Applicable Regulations;
- The Client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution of all or any part of the property, undertaking or assets of the Client;
- The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure or other similar procedure under any insolvency law.

22.3. The Company may terminate this Agreement immediately without giving prior written notice, and the Company have the right to reverse and/or cancel all previous Transactions on a Client's account, in the following cases:

- The Client involves the Company directly or indirectly in any type of fraud, in which it places the interests of Company and/or the Company's clients at risk prior to terminating this Agreement.
- The Client's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform.

22.4. Following termination, the Company and the Client undertake to fulfil and complete all obligations derived from this Agreement and this Agreement shall continue to bind both parties in regards to the existing commitments or any contractual commitments which were intended to remain in force. The Company is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client. If there are no amounts due to the Company by the Client, the Company shall immediately transfer to the Client the Client's funds in its possession, providing that the Company shall be entitled to keep such Client's assets as necessary, to pay any actual, pending or contingent obligations or liabilities of the Client.

23. Cancellation Procedure

23.1. The Client has a period of 14 calendar days from acceptance of this Agreement to withdraw from this Agreement provided that the Client has not been engaged or involved in any transaction with the Company. This right of withdrawal or cancellation shall not apply following any transaction executed under this Agreement which will thereafter remain binding upon you and the procedure indicated in clause 22 above applies.

24. Company Liability

24.1. Nothing in this Agreement excludes or limits the Company's liability for any matter that cannot be excluded or limited under Applicable Regulations.

24.2. The Company will not be liable to the Client for any loss which arises as a result of:

a) The Company's compliance with, or the exercising of any of the Company's rights in accordance with, Applicable Regulations or this Agreement;
b) The Client's negligence, fraud or breach of this Agreement or Applicable Regulations;
c) Any abnormal market condition or force majeure event;

d) Any delays, delivery failures, or failures in transmission of any order or any other communication or any other loss or damage resulting from the transfer of data over mobile or other communications networks and facilities outside of of the Company's control.
e) Any features, market data or third-party content available on the Company's Website, Platform or e-mails, are provided on an "as is" and "if available" basis.

24.3. Neither the Company nor the directors, officers, servants, agents or representatives of the Company shall be liable to the Client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Client may suffer or incur arising from the act of omissions of the Company under this Agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the Client being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price is rising, or from being unable to enter into or complete another trade which requires him to have disposed of or purchased the Financial Instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

24.4. For avoidance of doubt, the Company's third party providers are not responsible for and have not participated in the determination of the Company's prices and they exclude all warranties, undertakings or representations (either express or implied) relating to the Client's use of the Company's Platform or the Company's Website. Without limiting the foregoing, in no event whatsoever shall the Company's third party providers be liable for any loss, regardless of whether they are aware of such loss and whether such liability is based on breach of contract, tort or otherwise.

24.5. Save in the event of the Company's negligence, willful default or fraud, the Company will not be liable for any loss or damage caused by a hacker's attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Company's Platform or Website or to the Client's downloading of any material posted on it, or on any website (including our Website) linked to it.

25. Severability

25.1. Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any of the Applicable Regulations, that part will be deemed to have been excluded from this Agreement and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement shall remain unaffected.

26. Miscellaneous

26.1. The Company may at any time and without notice to the Client set-off any liability under this Agreement or any other agreement entered into between the parties and between any account(s) of the client (whether actual or contingent, present or future). The Company can off-set any owed amounts using any account the Client maintains with the Company to the extent permissible.

26.2. This Agreement may be amended from time to time, and the Company may notify the Client of any amendments or about the updated Agreement either in writing or through the Company's Website. It is the Client's responsibility to regularly refer to the Company's website for updates.

26.3. In the event of the death or mental incapacity of the Client, all funds held by the Company, will be for the benefit of the legal heirs of the Client should this is verified, and the legal heirs request for the withdrawal of the remaining balance in the deceased client's account. At the order of the legal heirs and presentation of official legal documents from the applicable governmental authorities in the jurisdiction of the deceased client, and upon checking the said documents, the Company shall make the decision whether to allow such withdrawal. All obligations and liabilities owed to the Company in connection with the deceased client account will be set off from the client's account and no repayment will be required to be made by the legal heirs.

27. Governing Law and Jurisdiction

27.1. This Agreement is governed by the Laws of Seychelles.

The Competent Courts for all disputes and controversies arising out of or in connection with the Agreement shall be the Courts of Seychelles.

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.

Annex 1 - Complaints Handling Policy

Introduction

The purpose of this Conflicts of Interest Policy (“the Policy”) is to outline a suitable approach and response to the identification and management of conflicts of interest. ONEQUITY LTD (the “Company") will take all reasonable steps to identify conflicts of interest between itself, including its managers, employees or any person directly or indirectly linked to the Company by control and its clients or between one client and another that arise in the course of providing any investment services.

The Company maintains and operates effective organisational and administrative arrangements to prevent and manage conflicts of interest that may arise during the provision of any investment services, from adversely affecting the interests of its clients. In case where, the aforementioned arrangements are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the clients will be prevented, the Company shall clearly proceed with the disclosure of such conflict. The said disclosure shall be done in a durable medium indicating the general nature and source of conflicts of interest, the risks to the client with sufficient details so as to allow the client to take an informed decision with the regards to its investment as well as the steps taken to mitigate such risks.

The Company has the right to amend the current Policy at its discretion and at any time it considers is suitable and appropriate. The Company shall review and amend the current policy at least on an annual basis to take account of changes to operations or practices and, further, to make sure it remains appropriate to any changes in law, technology and the general business environment.

Identification of potential conflicts of interest

To adequately manage conflicts of interest, the Company shall identify all relevant conflicts timeously. The Company will employ different mechanisms to ensure that all conflicts are identified.

The Company shall identify all conflicts of interest, their severity and document controls to mitigate the conflicts.

It is not possible to list all situations which could constitute a conflict. The facts of each situation will determine whether the interest in question is such as to bring it within the area of potential conflict.

All employees, including management, will be responsible for identifying specific instances of conflict and required to notify the Compliance function of any conflicts they become aware of. The Compliance Officer (CO) will assess the implications of the conflict and how the conflict should be managed in conjunction with the board. In the case where a specific incident to be reported concerns the CO, the notification shall be made to the Company's Representative Officer.

For the purposes of identifying the types of conflicts of interest that arise in the course of providing investment services and whose existence may damage the interests of a client, the Company takes into account, by way of minimum criteria, the question of whether the Company or a relevant person, or a person directly or indirectly linked by control to the Company, is in any of the following situations, whether as a result of providing investment services or activities:

The Client may register a complaint by completing the complaint form and sending it to:

- The Company or a relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of the client;
- The Company or a relevant person has an interest in the outcome of a service provided to the client or of a transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome;
- The Company or a relevant person has a financial or other incentive to favour the interest of another client or group of clients over the interests of the client;
- The Company or a relevant person carries on the same business as the client;
- The Company or a relevant person receives or will receive from a person other than the client, an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service;

For the purpose of this Policy, a "relevant person", in relation to the Company means any of the following:

- A director, partner or equivalent, manager, or tied agent of the Company;
- A director, partner or equivalent, or manager of any tied agent of the Company;
- AN employee of the Company or of a tied agent of the Company, as well as any other natural person whose services are placed at the disposal and under the control of the Company or a tied agent of the Company and who is involved in the provision by the Company of investment services and activities;
- A natural person who is directly involved in the provision of services to the Company or tied agent under an outsourcing arrangement for the purpose of the provision by the Company of investment services and activities.

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.

Managing conflicts of interest

The Company has established suitable and adequate internal procedures for minimising any potential conflicts of interest. The Company maintains a compliance department that is an independent unit within the Company. Among the duties of the Compliance Officer is to monitor any possible deviation from the Company's internal policies and procedures as well as identifying and managing any possible conflicts of interest. Once a conflict has been identified it needs to be appropriately and adequately managed. The Compliance function will assess each conflict and determine if the conflict is actual or perceived and what the value of the conflict or exposure is and the potential reputational risk. Compliance will then decide whether it is viable to go ahead with the transaction or if the conflict is too severe. If Compliance decides that the particular conflict can be mitigated, then controls to manage the conflict should be put in place and documented.

The Company will manage conflicts of interest fairly, between itself and its clients, between itself and its employees and between its customers and to organise and control their internal affairs responsibly and effectively.

The Company and its employees should act as per the principle of placing clients' interests before self-interests and Company's interests in order to avoid conflicts of interest in the fulfilment of professional activities on the securities market. To ensure client's fair treatment, the Company will introduce the following procedures:

- The Company shall avoid any conflict of interest with clients and, where such a conflict unavoidably arises, ensure fair treatment to the client by complete disclosure or by declining to act.
- Employees are also prohibited to keep investor accounts in other Brokers without Company's prior authorization and are obliged to bring this to Company's attention. They are also obliged to authorize the Company to directly request transaction reports from the other Brokers.
- If the Company has a material interest in a transaction to be entered into with or for a client, or a relationship which gives rise to a conflict of interest in relation to the transaction, the Company shall not knowingly either advise, or deal in the exercise of discretion, in relation to that transaction. The only exception is when the Company has fairly disclosed that material interest or relationship, as the case may be, to the client or the client has taken reasonable steps to ensure that neither the material interest nor relationship adversely affect the interests of the client.
- There is a clear distinction between the different departments' operations as these are described in the Company's IOM.

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.

- The Company shall be informed promptly of any personal transaction entered into by a relevant person, either by notification of that transaction or by other procedures enabling the Company to identify such transactions. In the case of outsourcing arrangements, the Company shall ensure that the Company to which the activity is outsourced maintains a record of personal transactions entered into by any relevant person and provides that information to the Company promptly on request.
- A person shall be replaced by another person in his/her duties only prior consent of the Compliance Officer and approval by the Representative Officer. Such a consent will be given by the Compliance Officer after all issues of possible conflict of interest have been reviewed.
- The security features of the Company's software prevents unauthorized access to sensitive information in order to benefit the Company over its clients or one client over another.
- The Company's employees are prohibited from investing in securities for which they have access to non-public or confidential information.
- Transactions by the Company's employees are neither performed nor executed by themselves, but by another member of staff of the Company concerning account opened with the Company.
- A record shall be kept of the personal transaction notified to the Company or identified by it, including any authorization or prohibition in connection with such a transaction.
- The Company must take reasonable steps to ensure that neither it nor any of its employees or agents either offers or gives, or solicits or accepts, any inducement that is likely to conflict with any duties owed to its clients.
- No employee shall either knowingly or recklessly make a statement, promise or forecast that is misleading, false or deceptive to any customer or conceal material facts at any time.

More specifically, the Company states some of the policies and procedures that it has implemented for managing possible conflicts of interest below:

- Effective procedures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out investment services or activities.
- The separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, clients whose interests may conflict, or who otherwise represent different interests that may conflict, including those of the Company.
- Measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate investment services or activities where such involvement may impair the proper management of the conflicts of interest.

- The removal of any direct link between the remuneration of relevant persons principally engaged in one activity and the remuneration of, or revenues generated by, different relevant persons principally engaged in another activity, where a conflict of interest may arise in relation to those activities.
- Measures to prevent or control the exchange of information between relevant persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more clients.

The procedures followed and measures adopted in the Policy include the following, as are necessary and appropriate for the Company to ensure the requisite degree of independence:

- No relevant person may purchase or sell a security or cause the purchase or sale of a security for any account while in possession of inside information relating to that security.
- No relevant person may recommend or solicit the purchase or sale of any security while in possession of inside information relating to that security.
- No relevant person may purchase or sell or cause the purchase or sale of a security for an employee or employee-related account or a proprietary account of the Company or an account over which an employee exercises investment discretion, while in possession of proprietary information concerning a contemplated block transaction in the security or for a customer account when such customer has been provided such information by any relevant person.
- Procedures set for regular review and monitoring of the execution arrangements with the execution venue, hedging/ liquidity or price providers as well as on a continuous basis.
- Procedures in regards to the monitoring of access to electronic data.
- Relevant persons engaged in research activities should not discuss unreleased information, opinions, recommendations, or research analysis in progress with Company associated persons engaged in sales activities, or any person within or outside the Company who does not have a valid business need to know the information.
- Establishment of an ongoing monitoring program based on which regular checks are conducted for the assessment of the Company’s procedures, policies and internal controls.
- The Company may distribute marketing communication to its clients, only if the said communication is reviewed and approved by the Compliance Officer prior to distribution. The Compliance Officer also ensures that such communication have the appropriate disclosure statement as well as meeting the relevant definition of marketing communication.
- The four-eye principle is implemented to avoid any abuse of position.

- In order to minimize the relevant person's own transactions personal account dealing restrictions are in place.

The Company is committed to having an effective and appropriate compliance culture to enable it to deal with any new potential conflicts of interest which may arise in the future. The Company's employees are therefore required to monitor any new circumstances giving rise to potential conflicts of interest and to implement appropriate measures to address these.

For the purpose of this Policy, a "personal transaction" is considered a trade in a financial instrument effected by or on behalf of a relevant person, where at least one of the following criteria are met:

- The relevant person is acting outside the scope of the activities he carries out in his professional capacity;
- The trade is carried out for the account of any of the following person
  a) The relevant person;
  b) Aany person with whom he has a family relationship, or with whom he has close links; o a person in respect of whom the relevant person has a direct or indirect material interest in the outcome of the trade, other than obtaining a fee or commission for the execution of the trade.

Segregation of Company's assets from clients' assets

The Company shall maintain separate accounting records between its own assets and those of its clients to facilitate the protection of clients' assets and the prevention of the use of customer assets by the Company or by other third parties so as to minimize the risk of the loss or diminution of client assets, or of rights in connection with those assets, as a result of misuse of the assets, fraud, poor administration, inadequate record-keeping or negligence. In addition, the Company has legally secure segregation of clients' assets from the Company's assets in case the Company becomes bankrupt. For this purpose, the Company maintains separate books and accounting records for each client.

Forbidden Business Practices

The Company shall prohibit those business practices which in the regular course of events might give rise to conflicts of interest. The following business practices shall indicatively be forbidden:

- The provision to clients of investment services for the purpose of influencing the price of financial instruments for the benefit of the Company or for the benefit of any relevant persons, or of Company's clients in general, especially with regard to transactions that the Company or relevant persons intend to carry out prior to or after the provision of the service.

- The use by the Company or by its relevant persons of information regarding client transactions, for the benefit of the Company, and the disclosure of such information to third parties.
- Dealing by the Company itself or by any relevant persons in financial instruments in respect of which the Company has drawn analysis reports or has made research findings prior to the publication of the respective reports and findings.
- The preferential treatment of relevant persons to the detriment of its clients in the course of the provision to them of investment services.
- The carrying out of transactions by relevant persons for their own account or for the account of persons related with them on the basis of confidential information that the above persons have obtained in the course of their employment with the Company.

All employees must be aware of the above forbidden business practices, and shall have the responsibility of informing the COMPLIANCE OFFICER immediately in case they monitor any violation of the above provisions. Should you have any questions in relation to the Company's Conflicts of Interest Policy, please contact the Compliance department of the Company.

Disclosure of conflicts of interest

In case where, the organisational and administrative arrangements established by the Company to prevent or manage a conflict are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the clients will be prevented, the Company shall clearly proceed with the disclosure of such conflict.

Prior to carry out a transaction or provide an investment service to a client, the Company should disclose any actual or potential conflict of interest to the client provided that the measures taken by the Company are not sufficient to ensure that the risks of damage to the interests of the client will be avoided.

The above disclosure shall include sufficient detail, taking into account the nature of the client, source of conflicts of interest, the risks to the client to enable him to take an informed decision with respect to the investment service in the context of which the conflict of interest arises. The Company reserves the right not to proceed with the transaction or matter giving rise to the conflict if such disclosure is not sufficient to manage a conflict.

The Management and employees of the Company should disclose the following information to the Compliance Officer:

- Opening and closing personal accounts at any other Broker for own investments purposes
- All personal transaction performed. Notification should be provided within 24 hours

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.

- Securities held by the employee
- Transactions executed by the Company in which the employee may have an interest or a conflict.

Annex 2 - Complaints Handling Policy

Complaint handling policy

ONEQUITY LTD (hereinafter the "Company") aims to provide superior services to all of its Clients.

The Company has appointed a Compliance Officer to efficiently handle any complaints from the Clients. This is to allow the Company to resolve and apply mandatory measures to avoid any recurring issues.

Definition

The Company classifies a complaint as any objection and/or dissatisfaction that the Client may have with regards to the provision of the services provided by the Company. A complaint form is enclosed at the end of this Policy.

Procedure

The Compliance Officer shall be responsible for handling Client complaints, except in the case where the complaint involves the Compliance Officer, whereby the complaint shall be handled by the Representative Officer.

The Client may register a complaint by completing the complaint form, using any of the following options:

- Email: compliance@onequity.com
- Postal Address: ONEQUITY LTD OST BUILDING, UNIT 5, OFFICE 4, ZONE 18, PROVIDENCE

i. When the Compliance Officer receives the Client's complaint then a written acknowledgement will be sent to the Client within 7 business days;
ii. The Company will attempt a final response within 30 business days, however in case we are still not in a position to resolve the issue then the Compliance Officer will notify you in writing stating the reasons for the delay and indicate an estimated time to resolve the issue;
iii. A final response should be provided to the Client within 60 business days the latest from the date he submitted his complaint;

iv. In the case where the complainant is still not satisfied with the Company's final response, then the complainant can refer his complaint with a copy of the Company's final response to the Financial Services Authority (FSA) in Seychelles for further examination.

The contact details for the Financial Services Authority (FSA) in Seychelles are set out below:

PO Box 991

- Address: Bois de Rose Avenue Roche Caiman Victoria, Mahe, Republic of Seychelles
- Phone: (+248) 438 08 00
- Phone: (+248) 438 08 88
- Email: complaints@fsaseychelles.sc
- Website: http://fsaseychelles.sc/index.php/contact-us

Client Records

The Client should provide all relevant documentations as well as any additional information requested by the Compliance Officer in order to ensure all records are collected and the complaint is properly resolved on time. All records will be kept safe as per local requirements and for a period of seven (7) years.

[The complaint form can be found in the next page]

Complaint Form

A. Client Information

Please complete all fields below with your personal and account information:

Full Name:	Account Number:
Address:	Telephone Number:

B. Type of Complaint

Please tick (✓) the box that best describes the nature of your complaint:

Execution of Orders	
Quality or lack of information provided	
Terms and Conditions/Fees/Charges	
General admin/Customer Services	
Unauthorized business being offered	
Issue in relation to withdrawal of	
Other (specify)	

C. Brief Summary of the Complaint

Please describe the product or service you are complaining about (description, evidence, amount and suggested way to be solved):

Please enclose any other relevant documentation that may help us to handle the complaint.

Possible documentation to be provided (client statement, correspondence with the Company as well as any other supporting documentation to be requested by the Compliance Officer which is relevant to the Client's complaint)

For internal use only:
Complaint Received By:
Acknowledgement sent to Client:
Informed Client of initial action:
Final response provided to Client:
Holding response provided to Client:
Signature of Compliance Officer: