

**JM GO**  
**CLIENT AGREEMENT**

## 1. PREAMBLE

This Client Agreement (hereinafter referred to as the “Agreement”) is entered into between Just Global Markets (MU) Limited, registration number 194590 GBC, address: The Cyberati Lounge, C/o Credentia International Management Ltd, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201 Ebène, Republic of Mauritius, an Investment Dealer (Full Service Dealer, Excluding Underwriting) regulated by the Financial Services Commission (FSC) in Mauritius under a License number GB22200881 (hereinafter referred to as the “the Company” or “JM GO”), on the one part, and a natural person who is at least 18 years old and has reached legal age and possesses legal capacity in his jurisdiction, or a legal entity if such entity is duly registered and validly existing under the laws of its country of incorporation (hereinafter referred to as the “Client”), on the other part.

The Client hereby acknowledges and affirms that the decision to enter into this Agreement was made independently, based on their own judgment and without any inducement, solicitation, or recommendation from the Company or any affiliated entity within its corporate structure.

This Agreement and attachments thereto sets out the terms and conditions in accordance with which the Company shall provide the Client with services related to:

- trading operations transacted on or quoted from the international financial markets, which includes foreign exchange (forex), shares, indices, futures and other Financial Instruments as the Company might offer as specified on the Company’s Official Website;
- non-trading operations; and
- informing the Client of the Company’s services and his Trading Account status, all of which shall constitute the subject matter of the Agreement. This Agreement shall also set out the rights and obligations of the Parties in relation to the services provided under the Agreement.

The Client agrees to carefully review and understand the provisions of this Agreement, along with any applicable attachments. This Agreement shall take effect upon the Client's successful registration of their Personal Area, signifying acceptance of its terms. All trading and non-trading operations shall be conducted in accordance with this Agreement and its attachments, and the Client undertakes to fully comply with the stipulated terms and conditions.

The Company reserves the right to modify, amend, or supplement the terms and conditions of this Agreement, including any attachments, by providing the Client with at least five (5) business days' prior notice.

Information published on the Company's Official Website and/or within the **JM GO Trading Application** shall constitute an integral part of and a supplement to this Agreement.

Definitions of terms used in this Agreement are provided in the Definitions and Glossary section.

## 2. DEFINITIONS AND GLOSSARY

The Client acknowledges and agrees that the terms and definitions set forth in this Agreement shall be the exclusive reference for all interactions with the Company.

**"Agreement"** refers to this document in its entirety.

**"Ask"** refers to the price at which a Client can purchase a financial instrument. The Ask price is always higher than the Bid price.

**"Authorization Data"** refers to the usernames and passwords required for accessing the Personal Area and Client's Trading Account(s), as well as for conducting both trading and non-trading operations.

**"Balance"** refers to the amount of funds available in a Client's Trading Account with the Company, following the execution of the most recent Order at any given point in time.

**"Base Currency"** refers to the first currency in a Currency Pair, against which the Client buys or sells the Quote Currency.

**"Bid"** refers to the lower price in a Quote at which the Client can sell a financial instrument.

**"Business Day"** refers to any day that is not a Saturday, Sunday, December 25th, January 1st, or any other public holiday as announced on the Company's Website.

**"Buy Limit"** refers to a Pending Order to buy a financial instrument at a price lower than the current market price. This order is placed with the expectation that the market price will decrease to a specified level before reversing and moving upwards.

**"Buy Stop"** refers to a Pending Order to buy a financial instrument at a price higher than the current market price. This order is placed with the expectation that the market price will reach a specific level and continue to rise thereafter.

**"Client"** refers to an individual or legal entity that meets the Company's acceptance criteria as outlined in this Agreement and other relevant Company documents and policies, who has successfully registered a Personal Area with the Company and agreed to the terms and conditions set forth in this Client Agreement.

**"Client's Terminal"** refers to the specific program software or other platform trading facilities, including web, desktop, and mobile applications, used by the Client to access real-time information about Financial Instruments, place, modify, or cancel Orders, make Deposits and Withdrawals, receive notifications from the Company, and monitor the status,

balance, and equity of the Client's Trading Account(s). The Client's Terminal is part of the Trading Platform and serves as the primary interface for the Client's trading activities.

**"Client's Terminal Log File"** refers to a file created within the Client's Terminal that records, in real-time, every order sent to the Company by the Client, along with the results of order processing, at the level of each second.

**"Closed Position"** refers to the opposite of an Open Position.

**"Company's Official Website"** or **"Website"** refers to the website located at: [www.jm-go.com](http://www.jm-go.com).

**"Completed Transaction"** refers to two counter deals of the same size and instrument (opening a position and closing a position), such as buying then selling, or vice versa, in CFD trading.

**"Contract for Differences" ("CFD")** refers to a contract between two parties, commonly known as the "buyer" and "seller", where the buyer agrees to pay the seller the difference between the current value of the price of an Underlying Asset and its value at the time the contract is made. If the difference is negative, the seller will pay the buyer instead. A CFD is classified as a Financial Instrument.

**"Contract Specifications"** refers to the fundamental trading conditions for each financial instrument, as outlined and made available on the Company's Official Website.

**"Currency Rate"** or **"Quotation"** refers to the exchange rate between two currencies, showing the value of one currency in relation to another at a particular moment in time.

**"Currency Pair"** refers to the quotation of two distinct currencies, where the value of one currency is quoted against the other in a CFD transaction. A Currency Pair consists of two currencies: the Base Currency and the Quote Currency, indicating how much of the Quote Currency is required to purchase one unit of the Base Currency.

**"Deposit"** refers to the funds added to the Client's Trading Account for the purpose of conducting future transactions.

**"Equity"** refers to the current value of the Client's Trading Account at any given time. It is calculated using the following formula:

$$\text{Balance} + \text{Floating Profit} + \text{Credit} - \text{Floating Loss} = \text{Equity}.$$

**"Expert Advisor"** refers to an automated online trading system designed to streamline and manage trading activities on an electronic trading platform. It can be programmed to notify the Client of potential trading opportunities and can also execute trades on the Client's behalf. The Expert Advisor manages all aspects of trading operations, from

sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops, and take profit levels.

**"Financial Instrument"** refers to a contract, such as a contract for difference (CFD), that derives its value from the price fluctuations of an underlying asset. This underlying asset can include a currency pair, commodity, index, share, future, or any other asset traded on the spot market.

**"Fixed Spread"** refers to a spread that remains constant under all market conditions, typically applicable to specific types of Trading Accounts as outlined on the Company's Official Website.

**"Floating Loss"** refers to a loss that is not fixed and is associated with open positions, which fluctuates based on the current market quotations.

**"Floating Profit"** refers to a non-fixed profit from open positions, subject to fluctuations in current market quotations.

**"Floating Spread"** refers to a spread whose value varies in response to changing market conditions.

**"Free Margin"** refers to the funds available in the Trading Account that are not being used as collateral for open positions. The formula for calculating Free Margin is:  $\text{Equity} - \text{Margin (Security)} = \text{Free Margin}$ .

**"Gap"** refers to a price discontinuity on a chart, occurring when the opening price of a trading period is significantly different from the closing price of the preceding period, creating a visible break between the two.

**"Leverage"** refers to a trading mechanism that allows the Client to trade with amounts greater than the available funds in the Client's Trading Account.

**"Long"** refers to a position where the Client buys a financial instrument in anticipation of making a profit if the market price rises.

**"Lot"** refers to the standard quantity of the base currency that is traded in the financial markets. The size of the lot varies depending on the specific type of Financial Instrument.

**"Margin"** refers to the required collateral to engage in leveraged trading. For example, with a leverage ratio of 1:100, if the order volume is US\$10,000, the required margin would be US\$100.

**"Margin"** refers to the necessary guarantee funds required to open or maintain open positions in a CFD transaction.

**"Margin Call"** refers to the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

**"Market Conditions Different from Normal"** refers to situations where Financial Instrument quotations do not appear on the Trading Platform as frequently as they would under normal conditions (thin market), or where there is a rapid change in the price of a Financial Instrument within a short time frame (fast market).

**"Markup"** refers to an additional commission that the Company charges the Client.

**"Non-market quotation" or "Spike"** refers to a quotation that meets any of the following conditions:

- A significant price gap;
- A return of the price to the original level over a short period of time with the formation of a price gap;
- Lack of quick price dynamics before the quotation;
- Absence of important economic news that could significantly affect the Financial Instrument price at the time the quotation is made.

**"Non-trading Operation"** refers to a Deposit or Withdrawal transaction to or from the Client's Trading Account, or a transfer between the Client's Trading Accounts.

**"Normal market conditions"** refer to a market situation that satisfies the following conditions:

- The absence of significant price gaps;
- The absence of rapid price dynamics within a short period of time;
- The absence of significant intervals in the flow of quotations to the Trading Platform.

**"Order"** refers to an instruction issued by the Client to execute a trade involving Financial Instruments.

**"Order (Position) Closing"** refers to the act of executing a reverse buy/sell transaction of the same volume of a Financial Instrument to offset the initial purchase/sale when the position was opened. It is important to note that the execution of a reverse order is not considered a position closure.

**"Order (Position) Opening"** refers to the act of buying or selling a Financial Instrument with the aim of profiting from fluctuations in its quotations. Once an Order is opened, it must be subsequently closed to realize any resulting profit or loss.

**"Partner"** refers to an individual or legal entity that meets the Company's acceptance criteria outlined in this Agreement and other relevant Company documents and policies. The Partner has entered into an Introducing Broker Agreement with the Company and acts

as an Introducing Broker ("IB") or has entered into an Affiliate Agreement and acts as an Affiliate, both of which are carried out in the Company's interest.

**"Parties"** refers to the entities bound by this Agreement, namely, the Company and the Client.

**"Payment Details"** refers to the unique set of identifiers associated with a bank account, bank card, or an account in a payment system, provided to an individual, legal entity, or group of persons. These details are used to facilitate transactions and identify the respective payment method.

**"Pending Order"** refers to an order placed by the Client to buy or sell a CFD at a future date, under specified conditions. This type of order allows the Client to open a position once the price of an asset reaches a predetermined level.

**"Personal Area"** refers to the Client's individual account page on the Company's Website, where they can manage their details and access various services related to their account.

**"Point"** refers to the smallest possible price movement that a given exchange rate can make, typically measured as 0.00001. For example, if a quotation changes from 1.40000 to 1.40001, it has moved by 1 point, or 0.1 pip. Note that 1 pip is equivalent to 10 points.

**"Politically Exposed Persons"** refers to:

A. an individual who is or has been, during the preceding three years, entrusted with a prominent public function in — (i) Mauritius; or (ii) any other country; or (iii) an international body or organization. For the purpose of this paragraph, prominent public function includes heads of state, heads of government, ministers and other senior politicians, senior government or judicial officials, ambassadors and chargés d'affaires, persons appointed as honorary consuls, high-ranking officers in the armed forces, members of the Boards of Central Banks, members of the Boards of state-owned corporations; and influential political party officials.

B. An immediate family member of a person referred to in paragraph (A) which means a spouse, a partner, that is an individual considered by his or her national law as equivalent to a spouse; children and their spouses or partners; the parents; and the siblings.

C. Persons known to be close associates of such persons as set out under definition (A) which means: (a) any person who is known to have joint beneficial ownership of a legal person, partnership, trust or any other close business relations with that legal person, partnership or trust; and (b) any person who has sole beneficial ownership of a legal person, partnership or trust which is known to have been set up for the benefit of that legal person, partnership or trust.

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

**"Rebate"** refers to the portion of the spread or commission received by the Partner for trades conducted by the Referred Client, which is subsequently returned to the Referred Client.

**"Sell Limit"** refers to a Pending Order to sell at a price higher than the current price level and is placed with the expectation that the market price will rise to a certain level and then begin to fall.

**"Sell Stop"** refers to a Pending Order to sell at a price lower than the current price level and is placed with the expectation that the market price will fall to a certain level and continue to drop thereafter.

**"Server"** refers to a collection of technical and software tools that enable the Company to receive and process Client Orders, as well as provide real-time market information to the Client.

**"Server Log File"** refers to a file generated on the Server that records all Orders received by the Company from the Client and the results of Order processing, updated every second.

**"Server Time"** refers to the time zone of GMT+2/GMT+3, used for recording all Client trading operations.

**"Short Position"** refers to a sell position that increases in value if the underlying market prices decrease in CFD trading. For example, in respect of Currency Pairs, it involves selling the Base Currency against the Quote Currency. A Short Position is the opposite of a Long Position.

**"Slippage"** refers to the number of market movements, measured in points, that occur between the time an Order is submitted and when it is executed. It represents the scenario in which an Order is filled at a price that is either better or worse than the price originally specified in the Order.

**"Social Trading"** refers to the service provided by the Company via its Website and/or mobile application, which allows the Client to either become an Investor and copy strategies from Strategy Providers or become a Strategy Provider and create investment strategy/strategies to attract Investors to follow them. Social Trading consists of various products and/or account types, as outlined on the Website.

**"Spread"** refers to the difference between the Ask and Bid prices.

**"Stop Loss"** refers to a type of Pending Order that automatically closes a position once the price reaches the specified level in the Order. It helps limit financial losses by closing the position if the market moves unfavorably for the Client.



**“Stop Out”** refers to an automatic Order that closes a position when the Trading Account balance reaches the predetermined margin ratio, preventing further losses that could exceed the available margin.

**“Swap”** refers to the commission charged or credited for holding an open position overnight. This commission is determined by the interest rate differential between central banks or other relevant factors and may either increase or decrease the Trading Account balance.

**“Swap-Free”** refers to a specific status or feature applied to a Client’s Personal Area that affects all Trading Accounts of that Client. Under this status, no Swaps are applied to any Financial Instruments in those Trading Accounts, based on the level of the Swap-Free arrangement.

**“Take Profit”** refers to a Pending Order placed by the Client to close a position once the price reaches the level specified in the Order. Take Profit Orders are used to secure profits when the market moves in a favorable direction for the Client.

**“Ticket”** refers to a unique number assigned to each open Order and Pending Order, other than Take Profit or Stop Loss Orders.

**“Trading Account”** refers to a unique, personalized record that tracks all transactions conducted on the Trading Platform, including completed operations, open positions, non-trading operations, and Orders.

**“Trading Operation”** refers to the act of buying or selling any Financial Instrument by the Client.

**“Trading Platform”** refers to the online trading system comprising its computer devices, software, databases, telecommunication hardware, and all related programs and technical infrastructure. It provides real-time pricing and enables the Client to access and utilize the Company’s services.

**“Trailing Stop”** refers to a tool that automatically adjusts the Stop Loss level to follow the current market price as it moves in the Client’s favor. The Stop Loss level is only triggered if the market reverses and hits that level. This tool is particularly useful when prices move dynamically in one direction and constant monitoring is not feasible.

**“Volatility”** refers to the degree of variation in the price of a Financial Instrument over a given period of time.

**“Volume”** refers to the amount of Base Currency being traded, expressed in Lots.

**“Website”** refers to the Company’s website located at [www.jm-go.com](http://www.jm-go.com) or any other website that the Company may maintain from time to time. It also includes JM GO Mobile Application, as well as any Software(s) provided by the Company under or in accordance with the terms of this Agreement.

**“Written Notice”** refers to any notice or communication delivered via the Trading Platform, internal mail, email, facsimile transmission, post, commercial courier service, air mail, or through the Company’s Website, as well as through the Client’s Personal Area.

### **3. SERVICES**

3.1. The Company provides the Client with access to software products and services that enable the Client to:

- Monitor real-time financial market conditions.
- Open and manage a Trading Account, as well as execute trading operations.
- Deposit funds into, withdraw funds from, and transfer funds between the Client’s Trading Accounts.
- Trade financial instruments as specified in the contract specifications for the selected account type.
- Establish agreements and interact with third parties for the provision of Multi-Account Management (MAM) services and copy-trading or social-trading services, as may be offered by the Company.
- Contact the Company for inquiries related to the Client’s Trading Account and the services provided by the Company.

3.2. The list of available financial instruments for trading, along with the relevant trading terms and conditions, is published on the Company’s Official Website. No physical delivery of currency or assets occurs in the course of trading. Upon the closing of a position, any resulting profits or losses will be credited or debited to the Client’s Trading Account balance.

3.3. The Company is responsible solely for executing the Client’s trading orders. The Company does not provide asset management services or offer specific trading recommendations. Any information provided on the Company’s Official Website or JM GO Mobile Application is for informational purposes only and should not be considered as advice or recommendations for trading.

3.4. While the Company may, at its discretion, provide recommendations, the Client is solely responsible for any trading decisions made based on such recommendations. Any resulting financial loss, including from third-party information or Partner recommendations, will be borne by the Client.

3.5. The Company reserves the right to modify, reduce, or add services at its discretion, with prior notice to the Client.

#### **4. PERSONAL AREA ACCOUNT SETUP**

4.1. In order to access their Personal Area, the Client must complete the online registration process, which includes filling out the client registration form, reviewing and accepting this Agreement and its attachments without objections.

4.2. A Personal Area may be opened by either a natural person or a legal entity upon request to the Company.

4.3. Only one Personal Area may be registered per Client.

4.4. Following registration on the Company's Official Website and/or in the JM GO Mobile Application, the Client is required to complete a verification process within a timeframe determined by the Company. The Client will be notified of such verification requirements via the communication channel(s) specified during registration. The Client acknowledges and agrees that the Company will rely on the accuracy and completeness of the information provided during the registration process. It is the Client's responsibility to ensure that all personal information remains accurate and up-to-date throughout the verification process.

4.5. Failure to provide the required documentation or complete the verification process within the specified timeframe may result in the Company returning any deposited funds to the Client's original payment method and restricting certain operations on the Client's Trading Account(s), including, but not limited to, further deposits. The Company reserves the right to terminate the business relationship with the Client or take any other actions deemed necessary in accordance with the terms of this Agreement.

4.6. Upon registering the Personal Area, the Client may open an unlimited number of Trading Accounts as offered by the Company.

4.7. The Client may restore the Trading Account password or the Personal Area access password by following the password restoration procedures as indicated on the Company's Official Website and/or in the JM GO Mobile Application. No other restoration methods will be accepted by the Company.

4.8. The Client is required to provide true and correct personal information and will be held responsible for any consequences arising from providing inaccurate or invalid information, in accordance with this Agreement and its attachments.

4.9. The Company reserves the right to refuse to open and/or maintain the Client's Trading Accounts at any time if the Client is suspected of providing false information regarding their identity or any other requested information, or if the Client fails to provide requested information.

4.10. In cases where the same IP address and/or device is used to access the Personal Areas of different Clients or to perform trading transactions on different Trading Accounts, the Company reserves the right to suspend all such transactions and request that the Clients provide: additional documentation as requested by the Company, and an explanation for using the same IP address and/or device by multiple individuals.

4.11. The Company reserves the right to refuse the opening of a Personal Area and may consider it a failure on the Client's part to fulfill their obligations under this Agreement if a sufficient explanation is not provided, as determined solely by the Company.

## **5. TRADING OPERATIONS PROVISIONS**

### **5.1. General Provisions**

5.1.1. These provisions outline the terms and conditions governing the Client's trading activities and the procedures for processing and executing the Client's orders by the Company through the MetaTrader 4 and/or MetaTrader 5 Trading Platforms via the Client's Terminal.

5.1.2. The Client's Account Number (Login) and Trading Account password are unique identifiers granting access to monitor the status of the Client's Trading Account and to view transactions made within the Trading Account. Additionally, the Client may use the Investor password (Read-Only Password) in the Client's Terminal, which allows viewing the Trading Account status but does not permit trading on the account.

5.1.3. Transmission and processing of Client's orders sent via Client's Terminal shall be made in the following order:

- the Client gives an order which is checked for correctness by the Client's Terminal;
- the order is sent to the server;
- if the connection between the Client's Terminal and the server is stable, the Client's order is transmitted to the server and is verified for correctness;
- if the order is correct, it is enqueued according to the reception time and the status "Order is accepted" is displayed in the Client's Terminal;
- the Client's order is transmitted for processing to the system and the status "Order is in process" is displayed in the Client's Terminal;
- the order runs through the system and the processing result is received by the server;
- the Client's processed order results are sent by the server to the Client's Terminal.

5.1.4. The execution of the aforementioned instructions is only possible when trading in financial instruments is permitted.

5.1.5. All orders or enquiries placed by the Client are subject to a waiting time limit. If an order is not transferred to the Company for processing within 3 minutes, it will be automatically removed from the queue.

5.1.6. Under normal market conditions, orders are typically processed within 1-3 seconds. However, in exceptional circumstances, such as server overload, execution times may be longer.

5.1.7. The Client may use Expert Advisors, provided they do not breach the terms of this Agreement.

5.1.8. The Client agrees that the quotations for financial instruments provided by the Company are the only valid and official quotations for trading purposes.

5.1.9. Any discrepancies between the quotations provided by the Company and those offered by other entities or sources shall not serve as grounds for claims against the Company.

5.1.10. The Client accepts full responsibility for all trading activities carried out under this Agreement and any consequences resulting from those activities.

5.1.11. In certain circumstances, the Client may receive customized conditions for trading.

5.1.12. The spread on all account types is floating and subject to change based on prevailing market conditions.

## 5.2. Restricted Actions and Trading Practices

5.2.1. The Company reserves the right at its own discretion to determine which trading practices are not allowed within the implication of this Agreement. In particular, the Company does not allow usage of Expert Advisors, robots, practices that solely are aimed at market and price manipulation, insider trading (including front-running), non-market or risk-free trading (including certain types of arbitrage operations), internal hedging in coordination with other parties, abusing of negative balance protection, trading exclusively and/or the majority of the volumes during illiquid periods, use of excessive leverage in periods of high volatility (including excessive use of the deposit bonus), price gap abuse (including expectation of dividend gap), churning, bonus arbitrage and other types of abuse to our bonus system, market manipulation, trading on off-market quotes, any activities that are aimed at gaining profit without conducting usual trading and without an economic purpose, and practices that abuse the Company's rules, procedures, systems, or technical infrastructure or features, any accounts' operation showing similar/identical trading models, the same deposit and withdrawal patterns, or accounts using and/or sharing the same device, IP address / ID / phone number etc., or any other forms of deceitful or fraudulent activity. All other types of Expert Advisors, robots, practices that are not related to the aforementioned activity are considered by the company at its own discretion. The final decision on whether a certain trade practice or actions are allowed is made by the Company at its sole discretion.

5.2.3. The Company reserves the right to revise or cancel any results of the Client's trading operations, including any profits, losses, Partner's Remuneration, and Rebates (if applicable), and/or modify leverage and margin requirements, and/or suspend, block, or close any of the Client's accounts, or accounts of other Clients involved in the activities outlined below. Such actions may be taken in the following cases:

- If trading operations were executed at non-market quotations;
- In case of software failure causing delays or providing non-market quotations used by the Client in trading;
- If the volume of trading queries sent from the Client's Terminal overloads the Company's server, disrupting the execution of other Clients' orders;
- If the Client engages in prohibited trading practices, fraudulent actions, or any breach of this Agreement.

5.2.4. If the Client uses an Expert Advisor that generates excessive load on the Company's server, the Company may refuse to allow the use of such an advisor or prohibit trading on the Trading Account where the Expert Advisor is applied.

5.2.5. The Company reserves the right to stop processing the Client's orders and temporarily suspend the provision of services, including the ability to execute trading and non-trading operations, if the Client repeatedly or significantly violates Article 5.2.3 or any other terms of this Agreement. During the investigation of such violations, the Company may close the Client's open positions at current market prices.

5.2.6. The Company reserves the right to reject a Client's order in the following cases:

- If the order is received before the first market quotation is available upon market opening;
- If the order is placed under abnormal market conditions;
- If the order is placed at a price other than a market quotation;
- If there is insufficient free margin to open the order;
- In the event of a breach of this Agreement or its attachments.

5.2.7. If the Company reduces the Trading Account balance to zero in accordance with Article 5.10.4 of this Agreement due to the Client's fraudulent actions or intentional misconduct (such as hedging exposure with multiple Trading Accounts, whether under the Client's own profile or in coordination with another Client), the Company reserves the right to take the following actions:

- Disable negative balance protection on any or all of the Client's Trading Accounts;
- Recognize an Event of Default and apply actions outlined in Article 13.2;
- Eliminate the negative balance by using funds from other Trading Account(s) held by the Client, or if other accounts lack sufficient funds, require the Client to deposit the necessary amount within 10 (ten) business days from the forced closure of the positions.

5.2.8. The Company reserves the right to investigate any activity that may breach this Agreement at any time, and at its sole discretion, without being obligated to provide any explanation to the Client. This includes, but is not limited to, the use of software applications to access the Company's Trading Platform or any prohibited activity under this Agreement.

5.2.9. The Company reserves the right to suspend the Client's Trading Account at any time, for any legitimate reason, with or without prior notice to the Client.

### 5.3. Order Types

The following order types are available in the Client's Terminal:

- Market orders (Buy, Sell);
- Pending orders (Take Profit, Stop Loss, Buy Limit, Buy Stop, Sell Limit, Sell Stop).

### 5.4. Transfer of a Position

5.4.1. When a position is carried over to the next trading day, a Swap is applied and calculated accordingly.

5.4.2. Swap calculation for open positions begins at 23:59 Company server time and may take several minutes to complete, depending on the number of positions held. Positions open before 23:59 Company server time and still open when the calculation process starts will incur a Swap. However, positions opened after 23:59 or closed before the calculation is finished may not be subject to a Swap.

5.4.3. If a position is held overnight from Wednesday to Thursday, a Swap will be charged at three times the usual amount (covering Wednesday, Saturday, and Sunday).

5.4.4. Current Swap rates can be checked within the Client's Terminal. Swap rates may change daily and are subject to adjustments based on market conditions. The Company reserves the right to alter Swap rates without prior notice to the Client, depending on the Financial Instrument or prevailing market conditions.

5.4.5. The Company may offer Swap-Free options for all or certain Financial Instruments. The specific Financial Instruments that are eligible for Swap-Free status depend on the Client's Swap-Free level, which could be Standard or Extended. The Client can view their Swap-Free level in the Personal Area, along with details of the Financial Instruments for which swaps are not applied. Clients without an Extended Swap-Free level will be subject to the Contract Specifications listed on the Company's website.

5.4.6. The Company reserves the right to modify or remove any Swap-Free options at its discretion, including changing the list of Financial Instruments eligible for Swap-Free status or altering the Client's Swap-Free level. Any changes will be communicated to the Client.

5.4.7. The Company offers special conditions for Clients of the Islamic faith. Clients residing in Islamic countries, as determined by the Company's discretion based on their registered country during the Account Opening Procedure, are eligible to open Islamic Accounts. No Swaps are charged on these Accounts for any Financial Instruments, and this status cannot be revoked. However, in exceptional cases and depending on the trading strategy, some Islamic Accounts may incur commission charges for positions held overnight.

5.4.8. Clients from non-Islamic countries will automatically be assigned an Extended Swap-Free level after account opening. Clients of Islamic faith residing in non-Islamic countries may apply to the Company's Customer Support to request Islamic Account status.

5.4.9. The Swap-Free option is a discretionary benefit granted by the Company and is not guaranteed. The Company reserves the right to withdraw this benefit or alter the Swap-Free level for any Client at its discretion, with prior notification via email.

5.4.10. In cases of suspected fraud or abuse of the Swap-Free option, the Company may take the following actions:

- (a) Remove or adjust the Swap-Free status or level for the Client, with notice.
- (b) Recover any unaccrued Swaps, interest charges, or related costs for the period when the account was treated as a Swap-Free account.
- (c) In extreme cases, close all open positions in the Client's account and nullify any profits or losses realized during that period.

## 5.5. Opening an Order

5.5.1. Open orders include market orders (Buy, Sell) as well as pending orders (Buy Limit, Buy Stop, Sell Limit, Sell Stop).

5.5.2. A Buy order (long position) is executed at the Ask price, while a Sell order (short position) is executed at the Bid price.

5.5.3. When opening a position, the Client is required to deposit a security margin. The amount of margin depends on the leverage, the specific financial instrument, and the order volume. For certain financial instruments, the current market price will be used to calculate the margin required. Leverage may be adjusted based on changes in the Client's equity.

5.5.4. Upon receiving the Client's instruction to open an order, the Company's server will automatically verify whether the available margin in the Client's Trading Account is sufficient to support the position. If sufficient margin is available, the order will be

processed, and the position will be opened. If the margin is insufficient, the system will display a "Not enough money" message, and the position cannot be opened.

5.5.5. If the Client submits an order outside of trading hours or prior to the appearance of the first market quotation in the Client's Terminal, the system will automatically cancel the order. In the event that an order is erroneously processed under these circumstances, the Company reserves the right to cancel both the order and any financial result derived from it. The Company will notify the Client of such occurrences.

5.5.6. The Client is prohibited from placing pending orders (Buy Limit, Buy Stop, Sell Limit, Sell Stop) as well as Take Profit and Stop Loss orders closer than the minimum required distance from the current market price. The exact value of this minimum distance can be accessed in the Client's Terminal.

5.5.7. The Client may add Stop Loss and/or Take Profit levels to any pending orders (Buy Limit, Buy Stop, Sell Limit, Sell Stop). These levels may also be specified when opening or modifying market orders.

5.5.8. For market orders, the Client must specify the following parameters: the financial instrument, the order volume, and whether the order is a Buy or Sell. Additionally, Stop Loss and/or Take Profit levels can be set at the time of order placement or when modifying an open position.

5.5.9. When placing a pending order, the Client is required to specify the financial instrument, order volume, order type, and price level. Optional parameters for pending orders include the Stop Loss and Take Profit levels, as well as the duration of the pending order.

5.5.10. Each order, excluding Stop Loss and Take Profit orders, will be assigned a unique ticket number upon execution.

5.5.11. The Client's instruction to open an order will be deemed executed and the position opened once the corresponding message appears in the server log file.

## 5.6. Order Execution

5.6.1. The execution method for the trading operations is Market Execution. Client's order will be executed at the prevailing market price at the time of processing. The Client acknowledges that slippage may occur during order execution, which means the order may be filled at a price that is either more favorable or less favorable than the price initially specified in the order. Such slippage may occur without prior notice or confirmation from the Client.

5.6.2. Order execution details are recorded in the server log file for future reference. The following conditions apply for the execution of pending orders:

- Buy Stop order will be enqueued for execution if the current Ask quotation becomes equal or higher than the order level;
- Sell Stop order will be enqueued for execution if the current Bid quotation becomes equal or lower than the order level;
- Buy Limit order will be enqueued for execution if the current Ask quotation becomes equal or lower than the order level;
- Sell Limit order will be enqueued for execution if the current Bid quotation becomes equal or higher than the order level;



- Take Profit order for an open position to buy will be enqueued for execution if the current Bid quotation becomes equal or higher than the order level;
- Take Profit order for an open position to sell will be enqueued for execution if the current Ask quotation becomes equal or lower than the order level;
- Stop Loss order for an open position to buy will be enqueued for execution if the current Bid price becomes equal or lower than the order level;
- Stop Loss order for an open position to sell will be enqueued for execution if the current Ask quotation becomes equal or higher than the order level.

5.6.3. Under certain market conditions, pending orders may be executed as follows:

- pending orders Buy Stop or Sell Stop, the opening level and Take Profit of which have fallen into the price Gap, are placed in the queue for the execution at the first price following the price Gap, and the open order is closed by Take Profit immediately;
- pending orders Buy Stop, Sell Stop, Buy Limit, Sell Limit as well as Take Profit and Stop Loss, levels of which are in the price Gap, are placed in the queue for the execution at the first price following the price Gap.

5.6.4. The Client may set a Trailing Stop level, provided that the value is no less than 15 points.

## 5.7. Order Closing

5.7.1. A position will be closed when the corresponding instruction is transmitted from the Client's Terminal to the Company's server.

5.7.2. A long position will be closed at the Bid price, and a short position will be closed at the Ask price.

5.7.3. The Client's instruction to close a position is processed upon receipt of the relevant request from the Client's Terminal.

5.7.4. A position may be closed automatically when the current price reaches the Stop Loss or Take Profit levels.

5.7.5. If the Client's instruction to close a position is received during non-trading hours or prior to the appearance of the first quotation in the Client's Terminal, the instruction will be automatically canceled by the system.

5.7.6. If the Client's closing instruction is erroneously processed, as described in clause 5.7.5., the Company reserves the right to cancel such operation and revert the order to its previous state. The Client will be notified of this action.

5.7.7. The Client's instruction to close the position is deemed executed and the position closed once a corresponding message is logged in the server log file.

5.7.8. The Client's instruction to close an order will be declined if the position is being executed at either the Stop Loss or Take Profit level at the time the instruction is received.

## 5.8. Order Modification and Deletion

5.8.1. The Client has the right to modify pending orders (Buy Limit, Buy Stop, Sell Limit, and Sell Stop), including adjusting the price level and/or setting new Stop Loss and/or Take Profit values.

5.8.2. To modify the Take Profit and/or Stop Loss levels attached to an open position, the Client must specify the new values for these parameters.

5.8.3. An instruction to modify or delete an order is deemed executed when a relevant message appears in the server log file, indicating that the order has been modified or deleted accordingly.

5.8.4. The Client may modify or delete a pending order, provided the order has not yet been sent for execution.

5.8.5. The Client may not modify or delete a pending order once it has been accepted by the Company for execution.

5.8.6. To remove Stop Loss and/or Take Profit levels from an open position, the Client must set the price values for these orders to zero.

5.8.7. The Company reserves the right to reject any instructions to modify pending orders, including Stop Loss and Take Profit orders, if the price difference between the current market price and the price indicated in the Client's order is smaller than the minimum allowable value, as specified in the Client's Terminal.

5.8.7 If, during the modification of an open order, the market price reaches the specified Take Profit or Stop Loss level, the Company has the right to cancel the modification request for those levels.

5.8.8.If the Client's instruction to modify or delete an order is received during non-trading hours or before the first quotation appears in the Client's Terminal, the system will automatically decline such instructions.

5.8.9. In the event that a modification or deletion instruction is processed in error, as described in clause 5.8.9., the Company reserves the right to cancel such modification or deletion. The order will be reinstated to its original condition, and execution will proceed if the market price has reached the level specified in the order during the period. If any open positions triggered by the incorrect modification are canceled, along with their associated results, the Company will notify the Client of this situation.

## 5.9. Margin Requirements

5.9.1. The Client acknowledges that to avoid the forced closure of any position, the required margin level must be maintained for any open position, as outlined in the Trading Account description provided in the Trading Terms on the Company's Official Website. The margin necessary to maintain the position will be blocked immediately once the order is placed.

5.9.2. The Client cannot open a new position if there are insufficient funds in the Trading Account to cover the required margin. The Company may apply new margin requirements for both existing and new positions in response to events such as major news, rollover weekends, national holidays, or similar circumstances.

5.9.3. The Company reserves the right to modify the leverage applicable to a Client's account based on their profile, equity, trading practices, market conditions, or at its sole discretion. The leverage can also be adjusted without prior notice if the Client's balance and credit reach a level that exceeds the predetermined range set for the account type.

5.9.4. The Client may, at their discretion, modify the leverage in their Personal Area, provided it aligns with the Trading Terms. However, the Client assumes full responsibility for any consequences arising from such leverage changes.

#### 5.10. Forced Order Closure

5.10.1. If the available margin in the Client's Trading Account reaches the Margin Call level, the Company reserves the right, at its discretion, to initiate a forced closure of the order. The Client will be notified one business day in advance.

5.10.2. If the available margin in the Client's Trading Account falls to or below the Stop Out level, open positions will be closed without prior notice or consent from the Client.

5.10.3. Information regarding the Margin Call and Stop Out levels is available on the Company's Official Website.

5.10.4. In the event the Client's Trading Account reaches a negative balance, the Company will bring the balance back to zero. This will not result in any debt obligation from the Client.

5.10.5. The Company reserves the right to close one or more of the Client's positions if the Client breaches any terms and conditions outlined in this Agreement and its attachments.

#### 5.11. Commissions and Other Charge

5.11.1. The Client agrees to pay the Company all applicable commissions, fees, and expenses as specified on the Company's Official Website for each type of Trading Account.

5.11.2. For Standard Cent, Standard, and PRO accounts, no commission is charged, and the only associated costs are the spreads and swaps. However, for Raw Spread accounts, the Client will incur a commission on the traded volume in addition to spreads and swaps, as detailed in the Trading Terms.

5.11.3. All commissions and fees are charged directly to the Client's Trading Account, and the Company reserves the right to modify these charges with at least two (2) business days' notice.

5.11.4. If there has been no market order or non-trading activity on the Client's Trading Account for 150 calendar days, a service fee of 5 USD will be charged for every subsequent 30-day period starting from the 151st day of inactivity, applicable only to accounts with a balance greater than 0 USD.

5.11.5. The Company is not obligated to inform the Client of the profits or expenses the Company incurs from the Client's trading activities.

#### 5.12. The archivist of inactive Trading Accounts and cancelled pending orders of the Client

5.12.1. The Company reserves the right to archive a Client's Trading Account under the following circumstances:

- Inactivity: The account has remained inactive for: 90 (ninety) consecutive calendar days for MetaTrader 4 (MT4) accounts, or 60 (sixty) consecutive calendar days for MetaTrader 5 (MT5) accounts. Inactivity is defined as the absence of any login, trading activities, or non-trading operations: Zero or Negative Balance: The balance of the Trading Account is 0 (zero) USD or less.

- No Open Positions: The Trading Account has no open positions or active orders at the time of archiving.

5.12.2. Upon archiving, the Client will lose access to the Trading Account. The account will be rendered inactive and cannot be accessed until it is restored.

5.12.3. The Client has the option to request the Company to reactivate or restore the archived Trading Account. The Company will assess such requests on a case-by-case basis, and reactivation will be at the sole discretion of the Company.

5.12.3. Additionally, the Company may archive any canceled pending orders, such as Buy Stop, Sell Stop, Buy Limit, or Sell Limit, if those orders have been canceled for a period exceeding 1 (one) month.

### 5.13. Client protection

5.13.1. To protect Clients from the potential adverse impacts of certain market events, such as heightened volatility, the Company may take various precautionary measures. These actions may include, but are not limited to:

- Restricting the ability to open new Orders;
- Adjusting leverage levels, either decreasing or increasing as necessary;
- Modifying the spread, either widening or narrowing it based on market conditions;
- Altering margin requirements, either decreasing or increasing them as deemed appropriate;
- Implementing volume restrictions on certain trades;
- Temporarily prohibiting the opening of new orders for specific financial instruments for an indefinite period without prior notice to the Client.

5.13.2. The Company shall provide information to Clients regarding any planned actions during times of heightened market volatility, such as major news events, rollover weekends, national or international holidays, or similar circumstances that may disrupt normal trading conditions. Relevant details will be made available through the Company's Official Website.

5.13.3. In situations where trading conditions for certain financial instruments become untenable—whether due to external factors, management decisions, or failure by third parties to meet their obligations—the Company reserves the right to take the following actions:

- Close open orders at the current market price;
- Temporarily prohibit the opening of new orders or delay the execution of pending orders for the affected instruments.

5.13.4. Under extraordinary market conditions, such as unforeseen or unexpected events, the price of financial instruments may fluctuate significantly, making it impossible for the Company to execute orders at the initially declared price. In such cases, the ability to execute orders in a timely manner will take precedence over maintaining the original price levels.

## **6. NON-TRADING OPERATIONS PROVISIONS**

### **6.1. General Terms**

6.1.1. The Finance Department shall oversee all non-trading financial operations, including:

- Deposits into the Client's Trading Account(s);
- Withdrawals from the Client's Trading Account(s);
- Transfers between the Client's Trading Account(s).

6.1.2. The Company does not accept or disburse cash. All transactions must be conducted through approved payment methods.

6.1.3. No interest shall be paid on funds held in the Client's Trading Account(s).

6.1.4. To ensure financial security and compliance with the Company's AML Policy, the Company may, at its discretion, request the Client to verify the accuracy of personal data provided during registration. This may include copies of identification documents, proof of residential address, source of funds, and any other relevant information, including certified copies if required. Failure to provide the requested documents without a valid explanation shall constitute an Event of Default, subject to the provisions of Section 13.

6.1.5. Any request by the Client to withdraw funds from a Trading Account or transfer funds between Trading Accounts must be confirmed using a one-time PIN code sent via the methods available in the Client's Personal Area.

6.1.6. The Company reserves the right to investigate any suspicious non-trading operations, including cases where the Client is suspected of fraudulent activities or where such operations expose the Company to financial risk. During the investigation, the Company may suspend the processing of the Client's orders, temporarily restrict or suspend trading and non-trading operations, or disable access to the Client's Personal Area. If there are reasonable grounds, the Company may also close the Client's Open Positions at current Quotes for the duration of the investigation. Based on the findings, the Company reserves the right to permanently close the Client's Personal Area and terminate this Agreement.

6.1.7. The Company may classify non-trading operations as suspicious in cases where there is an excessive number of transfers or non-trading operations, including frequent currency conversions, without a clear economic purpose; unusual activity in the Client's Trading Account that lacks a legitimate economic rationale; suspected involvement in money laundering; submission of false, fraudulent, or expired documents; or inability to establish contact with the Client using the details provided during registration.

6.1.8. The circumstances referred to in clause 6.1.7 are not exhaustive. The Company can declare a non-trading operation suspicious on the basis of the analysis of the Client's activities

6.1.9. If the Company deems the Client's non-trading operations suspicious, it may take any of the following actions at its sole discretion:

- Decline to execute such non-trading operations;
- Impose withdrawal limits on the Client's Trading Account as deemed appropriate;
- Return deposited funds to the original source of payment;

- Debit the Client's Trading Account for any direct losses incurred due to the Client's transactions or financial disputes;
- Terminate the Client Agreement.

6.1.10. The actions outlined in clause 6.1.9. are not exhaustive. If the situation cannot be resolved by the measures stated therein, the Company shall determine an appropriate course of action in accordance with applicable law. Furthermore, the Company's actions under clause 6.1.9. shall not give rise to any civil liability unless the Company is found to be in breach of this Agreement or its related attachments.

6.1.11. The Company is not responsible for delays in money transfers caused by banks, electronic payment systems, or card issuers. The Client assumes all risks associated with such delays unless they result directly from the Company's fault. Any transfer of funds to the Company's bank accounts must comply with the legal and regulatory requirements of the jurisdiction in which the transfer is made.

6.1.12. The Company is not obligated to disclose details of its counterparties or the methods by which funds are received when executing the Client's transactions.

6.1.13. Any transfer of funds to bank accounts of the Company shall be made by the Client subject to requirements and restrictions set out by laws and regulations of countries within the jurisdiction of which the fund transfer is being made.

## 6.2. Depositing Funds

6.2.1. The Client may deposit funds into their Trading Account exclusively through the Personal Area. If this is not possible, the Client must follow the instructions provided within the Personal Area. Failure to comply with this requirement may result in the Company refusing to accept the deposit.

6.2.2. The Client confirms that all funds deposited into their Trading Account are derived from legal sources and that they have the right to use these funds. The Company reserves the right to request the Client to complete the verification process before crediting any deposited funds.

6.2.3. The Company shall process fund deposits as promptly as possible but no later than two (2) business days (excluding non-working days) from the time the funds are credited to the Company's account. The Company's operational hours are specified in clauses 9.1 and 9.2 of this Agreement. A deposit instruction shall be deemed accepted once it appears in the Payment History section of the Client's Personal Area.

6.2.4. If a deposit is made in a currency different from the Trading Account currency, the Company will convert and credit the funds based on either the internal exchange rate at the time of receipt or the exchange rate set by the payment system or aggregator, depending on the deposit method used.

6.2.5. The Client may cancel a deposit request only if it has not yet been processed by the Company (i.e., it remains in a pending status). Such cancellations can only be requested through the Personal Area.

6.2.6. Unless otherwise agreed by the Parties, the Company shall bear all deposit-related charges, except for commissions applied internally by the payment provider. However, the Company reserves the right to reclaim any deposit charges if:

- This Agreement is terminated due to Anti-Money Laundering (AML) concerns;

- The Client makes deposits without engaging in trading activity or without an apparent economic rationale;
- This Agreement is terminated due to the Client's improper or abusive trading practices.

6.2.7. The Company may impose minimum and maximum deposit limits depending on the chosen deposit method.

6.2.8. The Client acknowledges that technical faults or failures may cause delays in crediting funds to their Trading Account. If the Client's Trading Account is not credited within the period specified on the Company's Official Website, the Client must promptly inform the Company.

6.2.9. The Company will only accept payments made from a bank card, bank account, or any other account in the Client's name. Payments made by third parties are not permitted.

6.2.10. If a deposit is made using third-party funds, the Company reserves the right to reject the deposit request and return the funds to the sender, less any remittance charges. If the Trading Account balance is insufficient to return the full amount to the sender, the Company will return up to the total Trading Account balance and may take actions as outlined in clause 13.2.

6.2.11. In the event of a breach of clause 6.2.9., the Company reserves the right to take the following actions:

- Block or close the Client's Trading Account(s);
- Close any open positions in the Client's Trading Account;
- Review and cancel the results of any trading operations executed using third-party funds;
- Decline withdrawal requests exceeding the amount of deposits made using third-party funds;
- Return the funds to the sender as specified in clause 6.2.10.

Additionally, the Company reserves the right to review any non-trading operations related to the use of third-party funds, including but not limited to Partner's Remuneration, Rebates, and other associated transactions.

### 6.3. Withdrawing Funds

6.3.1. A withdrawal request may only be made by the Client through their Personal Area and only after the completion of the verification procedure.

6.3.2. If the Client's Trading Account has open positions, any withdrawal request will be processed in accordance with general terms. In the event of a forced position closure, the Client assumes full responsibility for such closure.

6.3.3. If the requested withdrawal amount exceeds the free margin available in the Client's Trading Account, the withdrawal request will be declined by the Company.

6.3.4. A withdrawal request will be deemed received by the Company once it is recorded on the Client's Personal Area Transactions History page.

6.3.5. The Client may cancel their withdrawal request if it is in a Pending status and has not yet been accepted by the Company for processing.

6.3.6. A withdrawal request will be considered processed once it is marked as "Completed" on the Client's Personal Area Transactions History page.

6.3.7. The Company will complete the withdrawal procedure as quickly as possible, but no later than two (2) business days (excluding non-working days) after the withdrawal request has been received by the Company. The Company's opening hours are specified in clauses 9.1 and 9.2 of the Agreement.

6.3.8. The Company will process a Client's withdrawal request within two (2) business days (excluding non-working days) as specified in clause 6.3.7, unless the transaction is subject to increased monitoring, the account is under periodic review, or the Company is conducting a survey of the Client's trading operations. In such cases, the Company will complete the withdrawal as soon as the review or survey is concluded.

6.3.9. The method of withdrawal must always comply with the Company's Anti-Money Laundering (AML) Policy.

6.3.10. The Company will process withdrawals only to a bank card, bank account, or any other account held in the Client's name. Withdrawals to third-party accounts are not permitted.

6.3.11. If the Client's Trading Account was credited using a method that cannot be used for withdrawal, the Company may, at its discretion, withdraw the funds to the Client's bank account or another method as agreed with the Company, provided the method serves as proof of the Client's identity.

6.3.12. Where the Trading Account has been credited using various payment methods, the Company will process withdrawals on a pro-rata basis, corresponding to the size of each deposit. If any deposit was made via bank card, the Company reserves the right to process withdrawal requests to the same bank card until the total amount of the initial deposit is withdrawn. Any profit generated can be transferred to any account from which the original deposit arrived, as long as the transfer is possible.

6.3.13. If multiple payment methods were used for deposits, and one of them was a bank card, the Company will only process withdrawal requests to the bank card(s) until the total amount of the initial deposit is withdrawn. After that, the Client may initiate withdrawal requests via other payment methods, including for any profits gained.

6.3.14. If a withdrawal is requested in a currency different from the Trading Account currency, the Company will convert the funds using its internal exchange rate applicable at the time of receipt of the withdrawal request, or the exchange rate of the payment system/aggregator, depending on the withdrawal method.

6.3.15. In the event of force majeure circumstances that prevent the Company from processing the withdrawal request using the Client's specified method, the Client may be required to use an alternative method determined by the Company.

6.3.16. For the safety and security of the Client's Trading Account and funds, the Company reserves the right, at its discretion and in exceptional cases, to remit funds only to the Client's bank account.

6.3.17. The Company may impose minimum and maximum withdrawal limits for each withdrawal method.

6.3.18. The Client's withdrawal request must comply with the applicable laws and regulations of the jurisdiction where the non-trading transaction is taking place

6.3.19. The Company will bear all withdrawal charges and commissions, regardless of the withdrawal method, except for commissions imposed by the payment provider or those



generated internally within their systems. The Company reserves the right to reclaim any withdrawal charges in cases where the Agreement is terminated due to Anti-Money Laundering (AML) concerns, or if the Client makes a withdrawal without legitimate trading activity or economic rationale, or if the Agreement is terminated due to improper or abusive trading by the Client.

6.3.20. The Client is obligated to provide accurate and truthful information in their withdrawal request. The Company will not accept any claims arising from errors or inaccuracies made by the Client in providing payment details.

6.3.21. The Company reserves the right to decline a Client's withdrawal request under the following circumstances:

- Incorrect payment details provided by the Client;
- Invalid or unsupported payment/withdrawal method chosen by the Client;
- Inability to contact the Client;
- Breach of this Agreement or any associated terms and conditions.

6.3.22. The circumstances listed in clause 6.3.21 are not exhaustive. The Company may decline a withdrawal request if there are other objective reasons that justify such action.

6.3.23. If the funds withdrawn from the Client's Trading Account are not received by the Client within seven (7) business days after the withdrawal request is marked as "Completed" by the Company, the Client has the right to request the Company to initiate a payment search. The Client shall bear all costs and expenses associated with this search. These costs can be paid either by transferring the relevant funds to the Company's account or by debiting the Client's Trading Account.

6.3.24. In cases where the Client submits a withdrawal request without any trading activity following the last deposit or if any other form of abuse is identified, the Company reserves the right to charge the Client a fee equivalent to the deposit fees incurred or 3% of the total withdrawal amount. The Client will be notified via email regarding the processed withdrawal request and any applicable charges.

#### 6.4. Internal Transfers

6.4.1. A request to transfer funds between the Client's own Trading Accounts (an "Internal Transfer Request") must be submitted through the Client's Personal Area.

6.4.2. The Company shall process the Internal Transfer Request within two (2) business days (excluding non-working days), with its working hours specified in clauses 9.1 and 9.2 of this Agreement. If the Client's Trading Account has open positions, the transfer will be processed under standard terms, and the Client assumes responsibility for any forced closure of open positions as a result of the transfer.

6.4.3. If the amount requested for transfer exceeds the available free margin on the Client's Trading Account, the Company reserves the right to decline the request.

6.4.4. The transfer request will be considered received once recorded in the Personal Area Transactions History.

6.4.5. The Client may not transfer funds to third-party Trading Accounts held with the Company.

6.4.6. The client is responsible for ensuring all details in the Internal Transfer Request are accurate.

6.4.7. The Company will not charge any commission for Internal Transfers.

6.4.8. The Client may cancel an Internal Transfer Request if it is in "Pending" status, and such cancellation must be processed through the Personal Area.

#### 6.5. Rebate

6.5.1. The Client, referred by the Partner who pays from the IB Account to the Trading Account of the Client certain sum of funds (Rebate) from the Remuneration received for the order of the Referred Client, is strongly recommended to work only with Partners, who use the existing functional of automatic Rebate payment, available for the Partner in the Personal Area. Solely under these circumstances can the Company guarantee timeliness and volume of payments, under the conditions that the Partner has set the Rebate level, agreed with the Client. The Company does not act as the third party, that ensures the Partner's compliance with the conditions, agreed with the Client. The Company solely guarantees the performance of the technical part of the function, used by the Partner to work on the Rebate system.

6.5.2. Partner may refuse to pay the Rebate for the Client's order, cancelled by the Company.

6.5.3. The Company is not liable for ensuring the Partner's compliance with the Rebate terms agreed upon with the Client. Any disputes regarding the Rebate, including its level or payment, should be resolved directly between the Client and the Partner.

6.5.4. The Company reserves the right to modify or suspend the automatic Rebate payment system at its discretion. Any changes to the system will be communicated to the Partner and Client in accordance with the notification procedures outlined in this Agreement.

6.5.5. The Client and Partner are individually responsible for any tax obligations arising from Rebate payments, in compliance with local laws and regulations. The Company is not responsible for withholding or reporting taxes related to Rebate payments.

## 7. RISK STATEMENTS

### 7.1. Leverage Risk

The Client acknowledges that the use of leverage in trading can significantly amplify the effects of even minor fluctuations in the prices of financial instruments, leading to substantial changes in the balance of the Trading Account. The Client understands that higher leverage increases both potential profits and risks, and that losses can exceed the initial capital invested. The Client assumes full responsibility for evaluating their risk appetite, financial situation, and experience when selecting the appropriate level of leverage. By using leverage, the Client confirms they are fully aware of and accept all risks associated with its use, including the possibility of rapid and substantial financial loss, and will exercise caution in managing their leveraged positions.

## 7.2. High Volatility of Financial Instruments

The Client acknowledges that many trading instruments in the financial markets are subject to high intraday volatility, which can lead to significant price fluctuations within a single trading day. Such volatility can result in both profits and losses. The Client fully understands and accepts the risks associated with these fluctuations and agrees to assume sole responsibility for any losses incurred due to intraday volatility.

## 7.3. Technical Risk

The Client fully acknowledges and accepts that the following technical risks, among others, may occur during the course of trading and may lead to potential losses, for which the Client assumes full responsibility:

- Software malfunctions, system crashes, or failure of the trading platform to function as intended;
- Failures in the Client's communication systems, including but not limited to connectivity issues, loss of connection, or interruptions to internet service;
- Incorrect setup or misconfiguration of the Client's Trading Terminal, whether by the Client or any third party;
- Hardware failures, including those related to the Client's devices, terminals, or supporting infrastructure;
- Delays in or failure to perform updates or upgrades to the Client's Trading Terminal or related systems;
- The Client's failure to review or familiarize themselves with the instructions, guidelines, or updates published on the Company's Official Website;
- Any other technical issues or failures arising from the Client's equipment, software, or other external factors beyond the Company's control.

The Client understands that the Company shall not be held liable for any losses or damages resulting from any of the aforementioned technical risks and expressly agrees to assume all such risks.

## 7.4. Market Conditions

The Client acknowledges and fully accepts that under exceptional or non-standard market conditions, the processing time for the Client's orders may be significantly extended. Such conditions include, but are not limited to, periods of high market volatility, low liquidity, or unforeseen market events, which may impact the Company's ability to execute orders in the usual time frame. The Client further agrees that the Company shall not be held liable for any delays or failure to process orders promptly under these circumstances.

## 7.5. Administrative risks

The Client acknowledges and fully assumes all risks associated with any actions or operations that are prohibited under the laws and regulations of the Client's country of permanent residence. The Client is solely responsible for ensuring compliance with all applicable legal requirements and is obligated to inform and communicate directly with the relevant authorities regarding their financial activities, including but not limited to income

reporting. The Company shall not be held liable for any legal consequences arising from the Client's failure to comply with such obligations.

## 7.6. Trading Risks

7.6.1. The Client acknowledges and understands that any analytical material provided by the Company is for informational purposes only and does not constitute investment advice or guidance. The Client assumes full responsibility for any decisions made based on such materials and understands that the Company does not guarantee the accuracy, completeness, or outcome of such information. The Client also acknowledges that the Company is not liable for any losses or damages arising from the use of such materials.

7.6.2. The Client is fully aware that the use of the Stop Loss setting may not always completely mitigate the risk of loss. The Client acknowledges that market conditions, including but not limited to slippage, volatility, and gap risks, may lead to losses exceeding the Stop Loss level, and accepts full responsibility for any such occurrences. The Company shall not be held liable for any losses incurred beyond the Stop Loss level.

7.6.3. The Client acknowledges and assumes full responsibility for any risks associated with a lack of knowledge or understanding of the financial markets, the Trading Platform, and the basics of trading. The Client accepts that trading in financial instruments involves significant risks and requires adequate knowledge and experience. The Company recommends that the Client seek professional advice if they are unsure about any aspect of trading.

7.6.4. The Client is aware that Friday closing prices may differ from the opening prices after the weekend due to market gaps. The Client accepts the inherent risks associated with such price fluctuations and acknowledges that if they are not comfortable with the potential for such gaps, they should consider closing their positions before the weekend. The Company is not liable for any losses incurred due to these gaps. The Client further understands that market conditions can change rapidly over the weekend, and such changes may have a significant impact on their positions.

7.6.5. The Client understands that any information or recommendations provided by third parties, including brokers, affiliates, or other service providers, are not endorsed by the Company. The Company assumes no responsibility for the accuracy, validity, or consequences of following such recommendations and advises the Client to exercise independent judgment when making trading decisions.

7.6.6. The Client acknowledges that trading on margin or using leverage can magnify both potential gains and potential losses. The Client understands that leveraging can increase the risk of losing the entire trading balance, and accepts full responsibility for any losses arising from their use of leverage.

## 7.7. Client's Terminal

7.7.1. The Client acknowledges and agrees that the sole reliable source of quotations for financial instruments is the primary server of the Company that serves the Client. The Client shall rely exclusively on the data provided by the Company's server and accepts full responsibility for any discrepancies or inaccuracies arising from using external sources of market quotations.

7.7.2. The Client agrees that at any given moment, only one instruction to open or close an order may be placed in the instruction queue. The Client understands that submitting multiple orders simultaneously may lead to processing delays or errors, for which the Company shall not be held liable.

7.7.3. The Client acknowledges and agrees that closing the order window for opening, closing, or modifying an order does not automatically cancel any instructions that have already been received by the Company for execution. The Client accepts that such instructions, once received by the Company, will be processed without further confirmation from the Client upon window closure.

7.7.4. The Client is fully aware of and assumes all risks associated with the execution of an unscheduled operation if a second order is sent for execution while the first order is still pending confirmation from the Company. The Client understands that any delay, error, or loss resulting from this situation shall be their sole responsibility, and the Company shall not be liable for any consequences arising from such actions.

## 7.8. Communication Risks

7.8.1. The Client acknowledges and accepts that information transmitted via email in encrypted form may not always be fully secure from unauthorized access. While the Company is committed to maintaining the confidentiality and security of the Client's information as outlined in the Company's Confidentiality and Privacy Policy, the Company shall not be held liable in the event of unauthorized access to such information by third parties (e.g., through unauthorized access to the Client's email account).

7.8.2. The Client agrees not to disclose any confidential information received from the Company to any third party and shall bear full responsibility for any loss or damage incurred due to unauthorized access to such information by third parties. For the purposes of this clause, "confidential information" includes, but is not limited to, passwords, access codes for the Personal Area and the Client's Trading Account, and any other information directly related to the Client's account or personal details.

7.8.3. The Company shall not be held responsible for any financial loss or other damages resulting from the Client's failure to receive important messages, notifications, or communications due to technical issues, system failures, or any other issues occurring on the Client's side. The Client is solely responsible for ensuring that their communication systems are operational and capable of receiving all relevant information from the Company.

## 7.9. Force-Majeure

The Client acknowledges and fully accepts that the Company shall not be held liable for any losses, damages, or delays caused by force majeure events, including but not limited to natural disasters, wars, acts of terrorism, government actions, labor strikes, network failures, or any other events beyond the reasonable control of the Company. The Client understands and agrees to assume all risks associated with such circumstances, and that the Company will not be responsible for any inability to perform its obligations or delays in executing the Client's instructions due to such events.

#### 7.10. Psychological Risks

The Client acknowledges that trading in financial markets requires significant concentration and mental acuity. The Client further understands that any physical or psychological conditions that affect their ability to make sound decisions may lead to adverse outcomes in trading activities, including but not limited to losses. The Client accepts full responsibility for any such losses arising from unstable health, psychological conditions, or any other personal circumstances affecting their ability to trade effectively.

#### 7.11. Other Risks

The risks outlined in Section 7 of this Agreement are not exhaustive. The Client acknowledges and agrees that additional risks not specifically mentioned may arise in connection with trading activities. The Client accepts full responsibility for any such unforeseen risks and any resulting consequences.

### 8. FORCE MAJEURE

8.1. The Company shall not be held liable for any direct or indirect financial loss, in whole or in part, incurred by the Client as a result of any force majeure event.

8.2. Neither Party shall be considered in breach of this Agreement to the extent that the performance of their obligations hereunder is prevented, delayed, or rendered impossible by a force majeure event occurring after the execution of this Agreement. Force majeure events include, without limitation, natural disasters, fires, technological failures or accidents, failures in infrastructure, civil disturbances, military conflicts, strikes, lockouts, riots, acts of terrorism, cyberattacks (including but not limited to DDoS attacks), regulatory actions, or sanctions that prevent the performance of the Agreement. For the purposes of this Agreement, force majeure events shall also include:

- The suspension, closure, or liquidation of any financial market;
- The inability of the Company to provide quotes due to insufficient market data or events;
- Any trade restrictions, unusual market conditions, or other regulatory interventions.

8.3. The list of events provided in clause 8.2 is not exhaustive. The Parties agree that they shall not be in breach of this Agreement should any other unforeseen and uncontrollable event arise that prevents or impedes their ability to fulfill the obligations set forth herein.

8.4. In the event of a force majeure occurrence, the time period for fulfilling any obligations under this Agreement shall be extended by an amount equal to the duration of the force majeure event. The Client agrees that no compensation shall be due for any delay or loss resulting from such an event.

8.5. In response to a force majeure event, the Company reserves the right to take any of the following actions without prior notice to the Client:

- Modify or suspend trading and non-trading conditions or requirements;
- Close any or all of the Client's open positions at such prices as the Company deems fair and reasonable under the prevailing market conditions;

- Suspend the execution of this Agreement, or amend any of its terms, for the duration of the force majeure event;
- Undertake any other actions that the Company deems necessary in relation to the Client's trading activities under the circumstances.

8.6. The Company shall not be held responsible for any illegal actions, including cyberattacks, unauthorized access, or other unlawful acts committed against the Company, its employees, or its assets, including but not limited to hacking or fraudulent activities.

8.7. In the event that a Party's ability to perform its obligations under this Agreement is affected by a force majeure event, the affected Party shall notify the other Party in writing within seven (7) calendar days from the occurrence of such event. Failure to provide such notice will result in the affected Party being precluded from claiming force majeure as a defense for non-performance.

8.8. If the Company is unable to perform its obligations under this Agreement for a period exceeding thirty (30) calendar days due to a force majeure event, the Company may, at its sole discretion, terminate the Agreement and shall provide written notice to the Client by posting an announcement on the Company's Official Website.

8.9. The Client acknowledges that a force majeure event may result in delays in the processing of deposits and withdrawals to and from the Client's Trading Account. The Company shall make reasonable efforts to process such transactions promptly once the force majeure event has subsided.

## **9. COMMUNICATION**

9.1. The Company operates 24 hours a day, from 00:00 hrs Monday to 23:59 hrs Friday, server time, during which it processes Clients' trading operations. The operating hours of certain departments may differ, and detailed information can be found on the Company's Official Website. International holidays that impact financial markets or trading in specific instruments are exceptions to the above operating hours.

9.2. The Company may contact the Client through the following methods: internal email within the Trading Platform and/or Client's Terminal, email, telephone, postal mail, and the Company's Official Website and/or mobile application.

9.3. Any communication sent by the Company shall be deemed received under the following conditions:

- Within one hour if sent to the Client's email address;
- Immediately if sent via internal email on the Trading Platform and/or Client's Terminal;
- Immediately after a telephone conversation;
- Immediately when displayed on the Company's Official Website and/or mobile application.

9.4. The Client agrees that the Company will use the contact details provided during registration or any updates made thereafter for communication purposes. Communications and information sent to the Client will be considered duly delivered if sent to the most

recent contact details on record, and the Client may not dispute their validity unless they have provided updated contact information.

9.5. Requests by the Client to change contact details will be processed once submitted through the designated form available in the Personal Area. The Company reserves the right to delete messages not received by the Client via the Trading Platform and/or Client's Terminal internal email after 7 calendar days from dispatch.

9.6. The Client acknowledges and agrees that all verbal and telephone communications with the Company may be recorded. These recordings remain the property of the Company and may be used as evidence to verify that communication has occurred between the Parties.

## **10. SETTLEMENT OF DISPUTES**

10.1. Any claims, disputes, or disagreements arising under or in connection with this Agreement shall first be attempted to be resolved through amicable negotiations between the Parties. If a resolution cannot be reached through such negotiations, the Parties agree to engage in correspondence to facilitate the settlement of the dispute.

10.2. All claims submitted by the Client to the Company must be submitted electronically and will be considered received only if sent from the Client's registered Personal Area email address to the relevant email address of the appropriate department within the Company. Claims submitted via any other method, including but not limited to public forums, telephone, Skype, or other informal communication channels, shall not be considered valid and will not be processed.

10.3. In exceptional cases, the Company reserves the right to require the Client to submit a claim in writing. The preferred method and format for such written submissions will be determined on a case-by-case basis. The Client agrees to comply with any reasonable requests for written claims as instructed by the Company.

### **10.4. Trading Operations**

10.4.1. The Client must submit any claims related to trading operations in an electronic format within two (2) business days from the date the dispute or issue occurs. Claims submitted after this period may not be considered, except in exceptional circumstances where the Client can demonstrate valid reasons for the delay.

10.4.2. Claims concerning trading operations should be directed to the Company exclusively via email at [compliance@jm-go.com](mailto:compliance@jm-go.com).

10.4.3. The Company will not acknowledge claims submitted through any other communication channels, including but not limited to public forums, social media, phone calls, or third-party platforms.

10.4.4. Each claim submitted must include the following details to facilitate an efficient and thorough resolution process:

- The full legal name of the Client;
- The Trading Account number associated with the claim;



- The exact date and time of the dispute, in line with the Trading Platform's time stamps;
- The ticket numbers of the orders or trades under dispute;
- A clear and concise description of the issue, with supporting evidence such as screenshots, trading history, or any other relevant documentation, wherever possible. If screenshots are unavailable, the Client must provide detailed descriptions of the issue.

10.4.5. Upon receipt of the Client's claim, the Company shall acknowledge the claim and notify the Client within five (5) business days of the initiation of the claim review process. The Company reserves the right to request additional information or clarification from the Client in order to properly assess the claim.

10.4.6. All claims relating to trading operations will be assessed based on the provisions outlined in this Agreement, specifically those that govern trading activities and dispute resolution. The Company will review each claim objectively and in good faith, ensuring compliance with its policies and procedures.

10.4.7. The Company's server log file shall be the primary and decisive source of information in the event of a dispute concerning trading operations. This log file will take precedence over all other forms of evidence, including but not limited to the log files from the Client's Terminal, third-party applications, or other external records, when resolving the dispute.

10.4.8. In the event that the Company's server log file does not contain any record of the actions performed by the Client, any defense or arguments presented by the Client shall be considered invalid. The absence of supporting information in the server log file will preclude the Client from establishing the validity of their claim or any potential remedy.

## 10.5. Non-Trading Operation

10.5.1. Claims submitted by the Client regarding non-trading operations will be accepted by the Company in electronic format, provided they are submitted within ten (10) working days from the date the dispute arises.

10.5.2. In the event of a dispute related to non-trading operations, the Client is required to submit their claim via email to [finance@jm-go.com](mailto:finance@jm-go.com).

10.5.3. The claim must include the following details:

- Full name of the Client;
- Trading Account number;
- A detailed description of the claim, accompanied by relevant screenshots or any other supporting documentation, where applicable.

10.5.4. Claims relating to non-trading operations will be reviewed in accordance with the Non-Trading Operations provisions outlined in this Agreement. Upon receipt of the claim, the Company will notify the Client of the initiation of the claim review process within 5 working days. The Company shall make reasonable efforts to resolve the claim within 20 working days from the commencement of the review.

10.5.5. The Company reserves the right to reject any claim if it is found to be non-compliant with the required submission guidelines, contains inappropriate or offensive language, or includes insults or threats directed at the Company or its employees.

10.5.6. If the Company requires additional information and/or documentation to review the Client's claim, the period for considering the claim will begin once the Company has received all requested materials from the Client.

10.5.7. In the event that the dispute is resolved in favor of the Client, the Company shall implement the decision as quickly as possible.

10.5.8. The Company shall not accept any claims for moral damages or loss of profits.

10.5.9. If a dispute cannot be settled in accordance with the terms of this Agreement or its related documents, the Company reserves the right to make a decision based on industry-standard practices in similar situations.

10.5.10. In case of discrepancies between the English version of this Agreement and any translated version, the English version shall take precedence.

10.5.11. If the Parties are unable to resolve a dispute following the procedures outlined in Section 10 of this Agreement, the dispute shall be referred to the competent authorities of the country where the Company is registered.

10.5.12. Any use of login credentials (username and password) to access the Personal Area or the Client's Trading Account will be deemed to be performed by the Client. The Company will not accept any claims for financial loss or damages arising from unauthorized access to the Personal Area or the Client's Trading Account by third parties, as it is the Client's responsibility to secure their access codes.

## **11. GOVERNING LAW AND JURISDICTION**

11.1. The Parties irrevocably agree that this Agreement, including any disputes or claims arising hereunder, shall be exclusively governed by and construed in accordance with the laws of the Republic of Mauritius, without regard to its conflict of law principles.

11.2. The Client acknowledges and expressly agrees that all obligations, rights, and duties under this Agreement shall be subject to the laws of the Republic of Mauritius, and that any actions in violation of those laws or regulations will result in legal consequences for which the Client shall bear full responsibility.

11.3. The Client shall bear full and exclusive responsibility for the payment of any and all taxes, duties, or other financial obligations arising from the Client's transactions, operations, or any other actions under this Agreement, as required by the laws of their country of residence, and the Company shall have no liability or obligation in relation thereto.

11.4. The Parties expressly acknowledge that the courts of the Republic of Mauritius shall have exclusive, sole, and final jurisdiction over any dispute, claim, or matter arising from or in connection with this Agreement, including its validity, interpretation, or performance.

11.5. In the event of any dispute requiring judicial resolution, the Parties irrevocably consent to the exclusive jurisdiction of the courts of the Republic of Mauritius and agree that no other forum or jurisdiction shall be entertained, including any disputes related to enforcement of this Agreement.

11.6. The Client acknowledges and accepts full, irrevocable responsibility for ensuring compliance with all applicable laws, regulations, and legal requirements in their country of

residence and for any actions taken in violation thereof. Any illegal, unlawful, or unauthorized activity conducted by the Client shall not be the responsibility of the Company.

11.7. The Client agrees that the Company's liability for any breach or failure of this Agreement is limited solely to the obligations and rights expressly set forth in this Agreement, and no claims shall be entertained outside the scope of this governing law and jurisdiction clause.

## **12. TERMINATION OF AGREEMENT**

12.1. The Company shall have the right at any time to terminate or suspend and later terminate the Agreement in any of the following circumstances:

- In the event that the Client breaches any of the terms, conditions, or obligations outlined in this Agreement or its attachments, including failure to comply with any applicable laws and regulations;
- If termination is mandated by a court order, governmental directive, or any other legal obligation that the Company must adhere to;
- Should the Client's Trading Accounts be used for purposes other than those explicitly intended, including but not limited to currency conversion, and/or in violation of the Company's terms and policies;
- If the Client is suspected or found to be involved in fraudulent, criminal, or suspicious activities, such as money laundering, terrorist financing, or market manipulation;
- If it is deemed necessary by the Company to protect its interests, or those of other Clients, third parties, service providers, or affiliates, including but not limited to the risk of harm to the Company's reputation or operations;
- If the Client engages in behavior that is damaging to the Company's reputation, including the dissemination of false or defamatory information, threats, abuse, or harassment directed at the Company, its employees, or any affiliated entities.

12.2. The Company reserves the right to unilaterally terminate this Agreement by providing the Client with a minimum of one (1) business day's notice via email.

12.3. Upon termination of this Agreement, the Company will settle any remaining balance in the Client's Trading Account as follows:

- Any positive balance will be refunded to the Client within ten (10) working days, provided all open positions are closed at the current market price and no new positions are opened.
- Access to the Client's Personal Area and Trading Accounts will be blocked immediately upon termination.

12.4. The Client may voluntarily terminate this Agreement by withdrawing all funds from their Trading Accounts and submitting a written notification to the Company via email at [finance@jm-go.com](mailto:finance@jm-go.com) requesting the closure of their Trading Accounts.

12.5. In the event of the Client's death, the right to withdraw funds from the Client's Trading Account will be transferred to the legal heirs or successors, subject to presentation

of the relevant legal documentation, such as a valid will or court-certified inheritance document. The right to access and operate the Trading Account, including making trades, will not be transferred to the heirs or successors, and the Trading Account will be closed in accordance with the Company's policies.

12.6. The Company reserves the right to terminate the Agreement without notice if the Client's conduct or actions result in reputational harm to the Company, its affiliates, or any related third parties. This includes, but is not limited to, activities such as fraud, dishonesty, or interference with the Company's operations.

12.7. Termination of this Agreement does not absolve the Client from any outstanding obligations, liabilities, or fees incurred prior to termination, nor does it affect the Company's right to pursue any claims arising from the Client's breach of this Agreement.

### **13. DEFAULT**

13.1. Each of the following constitutes an Event of Default:

- a. The failure of the Client to provide amounts due under the Agreement;
- b. The failure of the Client to perform any obligation due to the Company;
- c. The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- d. The Client uses prohibited software, and/or prohibited or unlawful trading practices which the Company determines, at its own sole discretion.
- e. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 13.2. of this Agreement;
- f. The Client involves the Company in any type of fraud or illegality, including but not limited to instances stipulated in paragraph 5.2 of this Agreement;
- g. If the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal activities;
- h. In cases where the Client has carried out trading which can be considered as abnormal;

13.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- a. The Company has the right to temporarily block the Trading Account(s) of the Client and/or Trading Accounts of another Client that the Company considers to be involved in suspicious activity until the Company can determine if an Event of Default has occurred. In case of investigation of Events of Default the Company may request the Client to provide various documents and the Client is under an obligation to provide such;
- b. The Company has the right to combine any Client's Trading Account(s), and/or Investor Wallet(s), and/or Trader Wallet(s), and/or IB Account(s), to consolidate the Balances in such accounts and to set off those Balances with obligations of the Client(s) towards the Company;
- c. The Company has the right to close the Client's Trading Account(s);
- d. The Company has the right to convert any currency;

- e. The Company has the right to close out the Client's Open Positions at current Quotes and to review and unwind the result of any trading and non-trading operations on the Client's Trading Account(s);
- f. Terminate this Agreement without notice to the Client.