





# CLIENT AGREEMENT

 [gfsfutures.com](https://gfsfutures.com)

 [support@gfsfutures.com](mailto:support@gfsfutures.com)

 Suite 310, Griffiths Corporate Centre, Beachmont, Kingstown, St.  
Vincent and the Grenadines

This Client Agreement (the "Agreement") is entered by and between Global Futures Services Limited, a company duly incorporated under the laws of Saint Vincent and the Grenadines (Company Registration Number 27231 BC 2025) and regulated in accordance with the applicable laws of Saint Vincent and the Grenadines, including the Confidential Relationships Preservation (International Finance) Act, 1996, the Proceeds of Crime and Money Laundering (Prevention) Act, and other related financial services legislation, and you, the Client ("you" or "yourself"). Together the Company and the Client may be referred to as the "Parties."

All legal entities and natural persons acknowledge and understand that the Company is not obliged and/or required under any applicable law or regulation to accept a legal entity or natural person as its Client. The Company reserves the right to decline and/or refuse to accept any legal entity or natural person as its Client. Furthermore, the Company is under no obligation to provide any reason for not accepting a legal entity or natural person as its Client.

The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s). You accept the terms and conditions in the Agreement when you complete and submit the Account Opening Application Form.

When we refer to "you" and "your" we mean the Client of the Company who is a user of the Trading Platform or any visitor to our website who is not a Client of the Company. If you decide to download our Software to use the trading demonstration, then the terms and conditions within this document (to the extent applicable) apply to you and by downloading the Software you accept the same and agree to abide by the terms and conditions herein, although you shall not be treated as our Client and we shall have no obligations towards you.

For any questions or notices, you may contact the Company at: [support@gfsfutures.com](mailto:support@gfsfutures.com)

By accepting the Agreement, you confirm that you are able and agree to receive information, including any amendments to the present agreement, either via email or through the Company's website.

#### 1. Definitions

**Abusive Trading** means trading activity that seeks to take advantage of the Company's systems or trading conditions in an unfair or bad-faith manner. This includes, but is not limited to, pip-hunting, gap-trading, leverage abuse, negative balance protection abuse or the attempt thereof, carry trades, rebate churning, swap arbitrage, scalping, arbitrage, market manipulation, exploiting price inaccuracies on the Trading Platform, using faster or slower data feeds in combination, or employing robots, spiders, or automated systems without the Company's prior written consent. It also includes violating Client obligations under this Agreement, strategies designed to secure risk-free profits, or any trading practice that damages system infrastructure or takes unfair advantage of the Company's pricing.

The Company reserves the right, at its sole discretion, to restrict access to the Trading Platform, cancel past or future profits, close all or part of a Client's positions at current market prices without notice, or terminate the trading account. Upon termination, the Client may withdraw either the full amount of the initial deposit or, at the Company's discretion, the remaining balance.

**Account Credentials** means the unique username and password that allow a Client to access the Trading Platform.

**Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company. "Control" refers to the power to direct or manage the affairs of such entity.

**Agreement** means this Client Agreement, including all appendices, policies, and documents published on the Company's website such as the Best Interest and Order Execution Policy and the Conflicts of Interest Policy, as amended from time to time.

**Authorised Person** means the Client or any officer, partner, principal, or employee acting on behalf of the Client.

**Applicable Regulations** means:

- (a) all rules of any competent regulatory authority in St. Vincent and the Grenadines or any other jurisdiction governing the Company's activities;
- (b) the rules of the relevant market; and
- (c) all laws and regulations applicable to the Company's business operations.

**Archived Account** means an account that is inaccessible through the Client Portal, where deposits, withdrawals, or trading cannot be carried out.

**Base Currency** means the first currency in a currency pair against which the second currency, the Quote Currency, is priced.

**Business Day** means any day except Saturdays, Sundays, 25 December, 1 January, or any other holiday announced by the Company on its website.

**Buy** means a transaction in foreign exchange (FX) or contracts for difference (CFDs) where the Client purchases a specified amount of an underlying asset. This is also referred to as a "long" or "long position."

**Contract for Difference (CFD)** means a financial contract where the difference between the opening and closing prices of an underlying asset is settled between the buyer and seller. If the difference is positive, the seller pays the buyer; if negative, the buyer pays the seller.

**Currency Pair** means the two currencies involved in an FX contract, showing how much of the Quote Currency is needed to purchase one unit of the Base Currency.

**Difference** means the price variation between the opening and closing of an FX or CFD transaction.

**Event of Default** means any event defined as default under this Agreement.

**Expert Advisor** means an automated trading system designed to execute transactions on the Trading Platform, subject to Company approval.

**Expiry Date** means the date on which a position in an underlying asset automatically expires, as displayed on the Trading Platform.

**Financial Data** means market data, price quotes, news, research, analysis, signals, charts, and all other information available through the Trading Platform.

**Financial Institution** means banks, brokers, or any other financial or trading organizations.

**Financial Instruments** means the instruments permitted under the Company's license, as listed on its website. The Company may not offer all licensed instruments at all times.

**Force Majeure Event** means an event outside the Company's reasonable control, as defined in this Agreement.

**FX Contract (FX)** means a CFD where the underlying asset is a currency pair. References to CFDs in this Agreement include FX contracts unless otherwise specified.

**Initial Margin** means the minimum funds required in the Trading Account to open a transaction, as determined on the Trading Platform.

**Intellectual Property Rights** means all intellectual property rights including patents, trademarks, copyrights, trade secrets, software, and other proprietary rights, whether registered or not, worldwide.

**Introducer** means any party recognized by the Company as such, in accordance with this Agreement.

**Investment Services** means the services the Company is licensed to provide, as detailed on its website.

**Long Position** means a buy position in FX or CFD trading, which gains value when the market price rises.

**Limit Order** means an order to buy or sell an asset at a specified price, subject to the rules of this Agreement.

**Maintenance Margin** means the minimum funds required in a Trading Account to keep a transaction open.

**Manifest Error** means any clear and obvious mistake, such as unreasonable volumes or prices that deviate from market levels.

**Margin** means both Initial Margin and Maintenance Margin.

**Margin Call** means a request from the Company for the Client to deposit additional funds to meet margin requirements.

**Market Order** means an order executed at the best available market price.

**Normal Market Size** means the maximum trade volume that the Company, at its discretion, considers reasonable in light of prevailing market conditions.

**Open Position** means any contract that has not yet been closed.

**Order** means an instruction to open or close a trade in FX or CFDs, including Stop Loss or Take Profit orders.

**Quote** means the current price information for an underlying asset, consisting of bid and ask prices.

**Quote Currency** means the second currency in a currency pair, which is bought or sold against the Base Currency.

**Parties** means the Client and the Company.

**Personal Area** means the secure section of the Company's website where Clients can manage their accounts and interact with the Company.

**Pip** means the smallest price increment in a CFD transaction, based on the number of decimal points quoted for the asset.

**Position** means the Client's exposure in FX or CFD trading, either open or closed.

**Registration Data** means the personal and financial information provided by the Client during account opening, including identification documents.

**Scalping** means opening multiple CFD positions and closing them within short timeframes (generally under five minutes), or repeatedly buying at bid prices and selling at ask prices to capture small differences.

**Sell** means a transaction in FX or CFDs where the Client sells a specified amount of an underlying asset, also referred to as a "short" or "short position."

**Services** means the services provided by the Company to the Client under this Agreement.

**Slippage** means the difference between the expected execution price of a transaction and the actual execution price, which may occur due to market volatility or liquidity.

**Software** means the Company's proprietary or licensed software necessary to operate the Trading Platform.

**Spread** means the difference between the bid and ask price of an underlying asset.

**Stop Loss** means an instruction to close a position once the market reaches a specified price level to limit losses.

**Swap or Rollover** means the interest applied when holding an FX or CFD position overnight.

**Take Profit** means an instruction to close a position once the market reaches a specified profit level.

**Trading Account** means the account opened by the Client with the Company, containing all balances, positions, and transactions.

**Trading Platform** means the electronic system maintained by the Company, including software and technical infrastructure, through which Clients trade FX and CFDs.

**Trailing Stop** means a dynamic stop-loss order that automatically adjusts in line with market price movements.

**Third-Party License** means licenses granted by third-party providers of software used within the Trading Platform.

**Trading Hours** means the specific hours during which a particular asset can be traded, as indicated on the Trading Platform.

**Transaction** means any trade executed by the Client or the Company, including opening or closing a position.

**Underlying Asset** means the asset on which a CFD is based, including but not limited to currency pairs, indices, metals, commodities, and futures.

**Underlying Market** means the market where the underlying asset is traded, such as exchanges or alternative trading systems.

**Website** means the Company's official website at [gfsfutures.com](https://gfsfutures.com) or any replacement designated by the Company.

**Written Notice** means any formal written communication between the Parties, in accordance with this Agreement.

## General Rules of Interpretation

- Words in the singular include the plural and vice versa.
- References to one gender include all genders.
- References to persons include corporations and other legal entities.
- Headings are for convenience only and do not affect interpretation.
- References to laws or regulations include all amendments, modifications, or replacements applicable in St. Vincent and the Grenadines.

## 2. License and Use of the Trading Platform

### 2.1. Eligibility

The Trading Platform may not be used by:

- Any person under the age of 18, or otherwise lacking legal competence or sound mind;
- Any resident or citizen of a country where access to FX or CFD trading services is prohibited by law or regulation;
- Any person who is an employee, director, agent, affiliate, or close associate of the Company or its affiliates.

Clients are responsible for ensuring compliance with their local laws and regulations before using the Trading Platform.

### 2.2. Right to Refuse Access

The Company may, at its sole discretion, suspend, restrict, or terminate access to the Trading Platform and close any Trading Account if deemed necessary.

### 2.3. Non-Exclusivity

The Company may provide access to the Trading Platform to multiple clients or third parties. This Agreement does not grant exclusive access.

### 2.4. License Grant

Subject to this Agreement, the Company grants the Client a limited, personal, revocable, non-transferable, and non-sublicensable license to install and use the Trading Platform in object code form, solely for personal trading purposes.

### 2.5. Third-Party Software

If the Trading Platform includes third-party software, it is provided under the terms of this Agreement and any applicable third-party licenses. The Company does not guarantee, support, or assume liability for third-party software.

### 2.6. Intellectual Property

The Trading Platform and all related intellectual property rights remain the sole property of the Company or its licensors. The Client is granted only the limited license described above. No rights of ownership, goodwill, trademarks, copyrights, or patents are transferred to the Client.

### 2.7. Client Obligations

The Client must, at their own expense:

- Maintain the hardware, software, and internet connection required to operate the Trading Platform;
- Protect their systems from viruses, malware, or unauthorized access;
- Ensure proper security and control over their devices and login credentials.

### 2.8. Feedback and Modifications

Clients may submit feedback or suggestions regarding the Trading Platform. Any modifications or improvements made by the Company based on such suggestions remain the sole property of the Company.

### 2.9. Service Standards

The Company will deliver the Trading Platform with reasonable skill and care. However, availability may be affected by updates, maintenance, or system upgrades.

### 2.10. Modifications and Maintenance

The Company may modify, upgrade, or remove parts of the Trading Platform at its discretion and may shut down the system for maintenance, usually during weekends, without prior notice.

### 2.11. No Warranty

The Company makes no warranty that:

- The Trading Platform will always be available or operate without interruption;
- The Trading Platform will be free from errors, defects, or viruses;
- The Trading Platform will meet the Client's requirements.

The Company is not responsible for loss of data, damage to equipment, or replacement costs arising from use of the Trading Platform.

### 2.12. Client Use Restrictions

The Client must:

- Use the Trading Platform only for lawful trading purposes under this Agreement;
- Protect Account Credentials from unauthorized use;
- Avoid actions that interfere with, disrupt, or attempt to bypass the Company's security systems.

The Client must not:

- Use the Trading Platform for illegal or harmful purposes;
- Transmit viruses, malware, or malicious files;
- Attempt unauthorized access to systems or reverse-engineer the Trading Platform;
- Engage in abusive, offensive, or defamatory communication;
- Upload copyrighted or protected materials without proper rights;
- Use artificial intelligence or automated tools not approved by the Company;
- Send unsolicited communications or spam;
- Trade from jurisdictions where FX or CFD trading is prohibited.

### 2.13. Restrictions on Copying

The Client may not download, save, or copy the Trading Platform except as expressly permitted in this Agreement.

### 2.14. Breach of Terms

If the Company reasonably believes the Client has breached these terms, it may take immediate action, including account suspension, closure, or other remedies described under this Agreement.

### 2.15. Swap-Free Accounts

The Company reserves the right to revoke swap-free account status at its sole discretion without prior notice. If a swap-free account is found to be engaging in abusive practices, including but not limited to carry trades, swap arbitrage, or systematic exploitation of swap rules, the Company may:

- Cancel the swap-free status;
- Apply swap charges retroactively to affected positions;
- Void any profits earned from abusive activity; and
- Terminate the Client Agreement.

## 3. Account Credentials and Security

### 3.1. Trading Account Creation

Once accepted as a Client, the Company will open a Trading Account in your name, which allows you to place Orders on the Trading Platform. The Company may offer different types of Trading Accounts, each with distinct margin requirements and features.

### 3.2. Access Credentials

To access your Trading Account, you will be provided with confidential Account Credentials. These credentials are for your personal use only.

### 3.3. Client Responsibilities

You agree that:

(a) You are solely responsible for keeping your Account Credentials confidential and for taking all reasonable measures to ensure they are not misused by unauthorized persons, including preventing remote access to your computer or device;

(b) You will notify the Company immediately if your Account Credentials are compromised, or if you suspect unauthorized access to your Trading Account;

(c) The Company is not required to verify the authority of any person who provides your Trading Account number or Account Credentials. The use of your Account Credentials by any third party is strictly prohibited.

### 3.4. Security Measures by the Company

If the Company believes that your Account Credentials may be compromised, it may require you to change them or may suspend access to your Trading Account. The Company reserves the right to amend, reset, or reissue new Account Credentials at any time with notice.

### 3.5. Sole Responsibility for Use

You are solely responsible for ensuring that only you have access to your Account Credentials and that no minor or unauthorized person uses them. You accept full responsibility for all actions performed on the Trading Platform through your Account Credentials, including any unauthorized use.

### 3.6. Reporting Unauthorized Use

You must immediately notify the Company orally and then in writing if you become aware of the loss, theft, or unauthorized use of your Account Credentials. The Company will disable the compromised credentials and issue replacements. Until replacement credentials are provided, you will not be able to place Orders.

### 3.7. Third-Party Access

If the Company receives credible information that your Account Credentials may have been accessed by unauthorized third parties, it may, at its discretion and without obligation, deactivate your Trading Account.

### 3.8. Internet and Communication Risks

The Company is not liable for unauthorized access to information, including electronic communications, personal data, or Account Credentials, when transmitted over the internet, telephone, post, or other communication networks.

### 3.9. Indemnification

You agree to indemnify and hold the Company harmless against any claims, losses, or damages arising from any use, misuse, or unauthorized use of the Trading Platform through your Account Credentials.

## 4. Intellectual Property

### 4.1. Ownership

You acknowledge that all Intellectual Property Rights in the Trading Platform are owned by the Company or its licensors.

### 4.2. Restrictions on Use

You agree that you will not:

(a) copy, record, edit, alter, or translate the Trading Platform or any part of it, including but not limited to removing, editing, or interfering with any names, marks, logos, or branding on the Trading Platform;

(b) reverse engineer, disassemble, or attempt to derive the source code of the Trading Platform, except where expressly permitted by law;

(c) damage, impair, or infringe upon the Company's Intellectual Property Rights, and you shall use your best efforts to protect such rights from infringement by third parties.

### 4.3. Proprietary Rights

The Trading Platform, including all copies and derivative works, the goodwill associated with it, and all Intellectual Property Rights therein, remain the sole property of the Company or its licensors. Except for the limited license granted under this Agreement, you are not granted any license, right, or interest in the Trading Platform, its goodwill, or any Intellectual Property Rights.

### 4.4. Prohibited Actions

Unless expressly permitted under this Agreement, you must not:

(a) assign, sublicense, transfer, pledge, lease, rent, distribute, or share the Trading Platform or any related rights;

(b) separate any part of the Trading Platform for use on other equipment, hardware, or systems;

(c) decompile, disassemble, reverse compile, reverse engineer, create derivative works of, or reproduce the Trading Platform, except for one copy solely for backup and archival purposes;

- (d) remove or destroy proprietary notices, markings, or legends contained within the Trading Platform;
- (e) develop or use methods to enable unauthorized parties to access the Trading Platform;
- (f) attempt to reconstruct or discover source code, algorithms, file formats, or interoperability interfaces of the Trading Platform by any means;
- (g) provide, lease, lend, or otherwise allow third parties to use the Trading Platform for their benefit, including timesharing or service bureau purposes;
- (h) bypass technical limitations of the Trading Platform, or use tools to enable features or functions that are otherwise restricted;
- (i) use processes or functions to create competing products or services similar to the Trading Platform;
- (j) use the Trading Platform or any financial data for fraudulent, illegal, or inappropriate activities, including impersonation;
- (k) encourage or permit any third party to engage in any of the prohibited actions listed above.

## 5. Application and Registration Data

### 5.1. Registration Requirements

To access the Trading Platform and our Services, you must register with us by submitting personal details and identification documents ("Registration Data"). Once you complete and submit the Account Opening Application Form along with all required documents, we will notify you whether your application has been approved. The Company is not obliged, and may be restricted under applicable laws, to accept an individual as a Client until all documentation is properly submitted and verified, and all internal checks are satisfied, including anti-money laundering screening and suitability assessments. The Company may also impose additional due diligence requirements for Clients residing in certain jurisdictions.

### 5.2. Client Obligations

You agree to:

- promptly notify us of any changes to your personal or financial information by contacting our back-office team;
- provide accurate, complete, and current Registration Data during the registration process;
- promptly update your Registration Data to keep it accurate and complete by notifying our support team;
- ensure you log out of your Trading Account after each session on the Website.

The Company may conduct credit, compliance, and background checks as it considers necessary. Your Registration Data and related information may be used for anti-money laundering purposes and account management. By registering, you authorise the Company to use this information to perform such checks. If we identify illegal activity, false or misleading Registration Data, or a failure to meet due diligence requirements, we may freeze your account and, where necessary, withhold funds or decline to execute further instructions.

### 5.3. Account Credentials and Instructions

Once you access the Trading Platform using your Account Credentials, you authorise the Company to rely on any instructions or data transmitted under your Registration Data, without the need to verify the identity of the person transmitting them. The Company bears no responsibility for inaccurate or incomplete transmissions, and Transactions may be executed strictly based on the terms actually received.

### 5.4. Legal Entities

Where the Client is a legal entity, the provisions of this section shall apply. A legal entity Client must:

- a) obtain and maintain a valid Legal Entity Identifier (LEI) from a duly licensed authority, where such requirement is mandated by applicable law; and
- b) provide the Company with duly notarised corporate documents, including but not limited to its certificate of incorporation, memorandum and articles of association, and authorised signatory list, as the Company may reasonably request.

The Company reserves the right to restrict, suspend, or refuse to execute Transactions with any legal entity Client that fails to comply with the above requirements.

## 6. Services

### 6.1. Scope of Services

If you are accepted as a Client, the Company will provide services permitted under its Securities Dealer License, subject to applicable laws and regulations of St. Vincent and the Grenadines.

## 7. Advice and Commentary

### 7.1. No Investment Advice

The Company does not provide investment advice or recommendations on the merits of specific Orders, Financial Instruments, Underlying Markets, or Assets. You are solely responsible for managing your Trading Account, placing Orders, and making investment decisions based on your own judgment. By requesting the Company to execute a Transaction, you confirm that you have independently assessed the risks, and that you possess sufficient knowledge, experience, or have sought professional advice to evaluate the merits and risks involved. The Company makes no warranty regarding the suitability of products traded under this Agreement and owes no fiduciary duty to you.

### 7.2. No Legal or Tax Advice

The Company is under no obligation to provide legal, tax, or related advice regarding any Transaction. You should seek independent professional advice if you are uncertain about tax or other obligations. You are advised that tax laws may change and such changes may affect your liability.

### 7.3. Market Commentary and Information

The Company may, at its discretion, provide general information, news, market commentary, or analysis through its Website, newsletters, or other channels. Such information is not part of the Services provided and does not constitute investment advice. Where such information is provided:

- (a) the Company accepts no responsibility for its accuracy, completeness, or reliability;
- (b) the Company does not guarantee the correctness, timeliness, or legal and tax implications of the information;
- (c) the information is provided solely to assist you in making independent investment decisions and does not amount to a financial promotion;
- (d) if the information contains restrictions on who may receive or use it, you agree not to share it with any person or group outside that scope;
- (e) the Company may use such information for its own benefit before it is distributed to Clients, and cannot guarantee that you will receive it at the same time as other Clients.

### 7.4. Withdrawal of Information

Any market commentary, news, or information provided by the Company may be changed or withdrawn at any time without prior notice.

## 8. Confidentiality

### 8.1. Collection of Client Information

The Company may collect information directly from the Client, or from third parties such as credit reference agencies, fraud prevention agencies, banks, financial institutions, authentication providers, and public registers.

### 8.2. Confidential Nature of Client Information

Client information shall be treated as confidential and used only for:

- providing and improving Services;
- administrative, anti-money laundering, and due diligence purposes;
- research, analysis, and marketing.

Information already public or lawfully held without confidentiality obligations shall not be considered confidential. The Company may amend its confidentiality policies at its discretion.

### 8.3. Permitted Disclosure of Client Information

The Company may disclose Client information where:

- required by law, court order, or a regulator in Saint Vincent and the Grenadines or another jurisdiction;
- necessary to investigate or prevent fraud, money laundering, or unlawful activity;
- reasonably needed to execute Orders or provide Services;
- shared with banks, financial institutions, credit and fraud agencies, authentication providers, or service providers supporting the Company's operations;
- disclosed to professional advisers, trade repositories, or research providers bound by confidentiality;
- required for compliance with international tax reporting obligations, including CRS;
- necessary for the defense or exercise of the Company's legal rights;
- with the Client's consent; or
- to successors or assignees of the Company's business with prior written notice.

#### 8.4. Consent to Processing

By entering this Agreement, the Client consents to the collection, processing, and sharing of personal data as necessary to administer the relationship, deliver Services, and comply with legal obligations. Such data may also be used for analysis in accordance with the Company's Privacy Policy.

#### 8.5. Confidential Information

Any information relating to the Company's business, operations, clients, suppliers, services, intellectual property, or finances that is designated as confidential, or would reasonably be understood to be confidential, shall be considered "Confidential Information."

#### 8.6. Non-Disclosure Obligation

The Client shall not use or disclose Confidential Information except as permitted under this Agreement or where required by law, court order, or a regulator.

#### 8.7. Duty of Care

The Client must take reasonable measures to protect the Company's Confidential Information. This obligation continues after termination until the information becomes public through no fault of the Client.

#### 8.8. Remedies

The Company may seek injunctions, specific performance, or other equitable relief in the event of a breach of confidentiality, in addition to any remedies available under law.

#### 9. Personal Data

9.1. If you are a natural person, the Company will use, store, process, and handle your personal information in accordance with our Privacy Policy. The Company is obliged to supply you, upon request, with a copy of any personal data which it holds about you (if any).

9.2. By submitting an Account Opening Application Form and subsequently entering into this Agreement with us, you consent to the transmittal of your personal data outside the relevant jurisdiction, for the purposes specified in Clause 9.3 of this Agreement.

9.3. You have the right to be informed of the personal data we hold about you, and you may request access to such information at any time in accordance with applicable law.

#### 10. Trade Confirmations and Reporting

10.1. The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s) used by the Client, which will provide him with sufficient information in order to comply with Rules and Applicable Regulations in regard to client reporting requirements.

10.2 The Company will promptly provide the Client, in a durable medium, with the essential information concerning the execution of his Order.

#### 11. General Rules of Trading

11.1. When you place an Order on the Trading Platform, the Company arranges execution with an external Execution Venue in accordance with its Order Execution Policy, published on the Company's website. The Company acts as an agent and does not execute Orders as principal.

11.2. Each Transaction on the Trading Platform is an offer from you to open or close a Position at a quoted price, subject to the Company's acceptance. A Transaction is binding only once confirmed by the Company.

11.3. You may request to cancel or amend a Transaction before it is completed.

11.4. The Company may void any Transaction that is based on a Manifest Error. Except in cases of fraud or wilful misconduct, the Company will not be liable for losses caused by such errors.

11.5. You must comply with any trading restrictions imposed by the Company, including limits on transaction size or conditions linked to Quotes. These may differ between Clients at the Company's discretion.

11.6. The Trading Platform operates independently of underlying markets. Prices are quoted by the Company and may differ from market prices. Orders are triggered by the Company's quoted prices, not external exchanges. Transactions may be executed even if:

(a) the underlying market never reached the Transaction level; or

(b) it only reached that level for a brief period, making equivalent execution impractical.

11.7. By placing an Order, you acknowledge you are not trading on a regulated exchange.

11.8. You agree to use the Company's quoted prices solely for your own trading and not to redistribute them for any purpose without written consent.

11.9. Transactions must comply with the minimum and maximum "Unit Amount" requirements set by the Company for each asset.

11.10. All Transactions and Positions are binding, even if they exceed your credit or trading limits.

11.11. You may request a Quote during Trading Hours. The Company may, but is not obliged to, provide Quotes outside these hours. Trading Hours for each asset are displayed on the Platform and may vary depending on the underlying market.

11.12. If factors listed in clause 11.13 are not satisfied, the Company may reject, void, or close a Transaction at its discretion, even if it has already been opened.

11.13. Transactions will only be valid if the following conditions are met:

(a) Quotes are obtained via approved Company channels;

(b) Offers are made while Quotes remain valid;

(c) Quotes do not contain a Manifest Error;

(d) The Transaction size is within permitted minimum and maximum limits;

(e) Partial closures respect the minimum unit requirement;

(f) No Force Majeure Event has occurred;

(g) No Event of Default has occurred;

(h) Margin and credit limits are not exceeded;

(i) Orders are placed during Trading Hours, unless otherwise permitted;

(j) Internet or communications are not disrupted;

(k) No regulatory or court order prevents execution;

(l) The Order is genuine and lawful;

(m) Market conditions are normal; and

(n) Any other reasonable conditions imposed by the Company are satisfied.

11.14. Automated trading systems (robots, spiders, or similar) are prohibited without the Company's prior written approval. All Transactions must be placed manually.

11.15. The Company is not required to monitor or advise you on your Transactions. Any monitoring or intervention it undertakes is discretionary and does not create a continuing obligation. You are responsible for managing your own Positions.

11.16. In the event of corporate actions (e.g., mergers, share splits, takeovers, delistings), the Company may close affected Positions before the event or adjust contract terms to reflect the economic equivalent of your rights and obligations.

11.17. If the issuer of an underlying asset becomes insolvent or is dissolved, related Positions will be closed on the insolvency date.

11.18. The Company will make reasonable efforts to execute Orders but cannot guarantee execution due to factors beyond its control.

## 12. Our Right to Force Close

12.1. If the prices quoted on the Trading Platform change such that the total Difference payable by you pursuant to all of your open Transaction equals or exceeds the total Maintenance Margin for all such Transactions, or the amount in your Trading Account is equal to or less than the total Maintenance Margin for all of your open Transaction(s), or you fail to comply with a request made under paragraph 17.5 of this Agreement, or if we receive a charge-back from your credit card issuer or with respect to any other payment method for any reason, you acknowledge that we have the right, in our sole discretion, to immediately close any and all of your Open Positions whether at a loss or a profit without any prior notice to you. The exercise of our right to force close your Open Positions will not result in termination of your Trading Account or of this Agreement, unless we send you a notice of termination.

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

## 13. Force Majeure

### 13.1 Definition

A Force Majeure Event refers to circumstances beyond the Company's reasonable control that prevent it from fulfilling its obligations. Such events include but are not limited to:

- Acts of God (earthquake, tsunami, hurricane, storm, flood, fire, epidemic, or other natural disasters).
- War, terrorism, civil commotion, riots, industrial action, or strikes.
- Acts, regulations, or restrictions imposed by governmental or regulatory authorities, whether in Saint Vincent and the Grenadines or elsewhere.
- Suspension, closure, or restriction of an Underlying Market or Asset, including trading bans, price limits, or unusual market conditions.
- Financial services moratoriums or regulatory restrictions not caused by the Company.
- Excessive or anticipated market movements making orderly trading impractical.
- Failures in communication systems, power supply, electronic equipment, or transmission facilities.
- Labour disputes, lockouts, or operational disruptions affecting the Company.
- Failures by financial institutions, brokers, agents, custodians, or other service providers to perform their obligations.

### 13.2 Company Rights

If a Force Majeure Event occurs, the Company may, at its discretion and without prior notice, take one or more of the following actions:

- Suspend or amend parts of this Agreement as necessary.
- Take any reasonable actions it considers appropriate to protect the interests of the Company, the Client, and other clients.
- Temporarily shut down the trading platform(s) for maintenance or to prevent damage.
- Cancel or refuse Client Orders.
- Suspend or deactivate Client Accounts.
- Adjust Margin requirements, Spreads, Leverage, or Stop-Out Levels.
- Close Open Positions at prices the Company considers fair and reasonable in good faith.

### 13.3 Liability

The Company shall not be held liable for any losses, damages, or obligations arising from a Force Majeure Event. Both Parties are released from liability for non-performance or improper performance of obligations under this Agreement where such failure is directly caused by a Force Majeure Event occurring after the Agreement was concluded.

## 14. Margin Requirements and Margin Calls

### 14.1. Initial and Maintenance Margin

- To open a position, you must provide the Initial Margin in your Trading Account.
- To keep a position open, you must maintain funds equal to or above the required Maintenance Margin.
- Margin levels differ by asset type and account type. Requirements are displayed on the Trading Platform.
- Deposits may be made by wire transfer or other approved payment methods.

The Company may limit the number and size of your open positions based on your account balance.

#### 14.2. Client Responsibility

- You are responsible for understanding how margin is calculated and for monitoring your account balance against the margin required.

#### 14.3. Changes to Margin Requirements

- The Company may amend margin requirements with five (5) Business Days' written notice. Changes apply only to new positions.
- In a Force Majeure Event, the Company may change margin requirements immediately, applying them to both new and existing positions if necessary.
- Updates will be posted on the Platform or Website, and it is your duty to check for updates.

#### 14.4. Margin Calls

- The Company may, at its discretion, issue a Margin Call. Factors may include account balance, position size, trade volume, history, or market conditions.
- The Company is not obligated to issue a Margin Call. If a warning is provided, you must quickly choose to:
  - (a) Close existing trades to limit exposure;
  - (b) Hedge positions by opening counter trades; or
  - (c) Deposit additional funds into your account.

#### 14.5. Failure to Meet Margin

- If you fail to meet margin requirements or respond to a Margin Call, the Company may, at its discretion, close any or all open positions, with or without notice, regardless of profit or loss.

#### 14.6. Margin Funds

- Margin must be paid in the currency of your Trading Account.
- Margin provided cannot be assigned, transferred, or used as security for other obligations.

#### 14.7. Multiple Accounts

- Each Trading Account is treated separately.
- Credit or margin in one account will not offset liabilities in another. You must ensure each account independently meets margin requirements.

### 15. Settlement, Payments, and Costs

#### 15.1. Settlement of Transactions

- At the close of a Transaction, you shall:
  - (a) Be liable for the Difference if:
    - i. You opened a Sell and the closing price is higher than the opening price; or
    - ii. You opened a Buy and the closing price is lower than the opening price.
  - (b) Receive the Difference if:
    - i. You opened a Sell and the closing price is lower than the opening price; or
    - ii. You opened a Buy and the closing price is higher than the opening price.

#### 15.2. Payment of Balances

- Unless otherwise agreed, all sums owed by either Party are immediately payable upon closing a Transaction.

- Maintenance Margin shall remain locked as collateral until the related Transaction is fully closed and may not be withdrawn during this time.

#### 15.3. Negative Balance Protection

- The Client is protected against negative balances.
- The Company will only recover funds from the Client's CFD trading accounts, whether initially deposited, subsequently credited, or held in the Company's Client Money account.

#### 15.4. Client's Tax Responsibility

- You are solely responsible for calculating, reporting, and paying any taxes, duties, or assessments under the laws of your country of residence or any other applicable jurisdiction.
- The Company does not deduct, withhold, or pay taxes on your behalf.

#### 15.5. Stamp Duties and Expenses

- You are responsible for paying any stamp duties or similar charges relating to this Agreement or any documentation connected to your Transactions.

#### 15.6. Fees, Commissions, and Swap Charges

- For CFD trading, you must pay the Difference.
- Swap fees apply to CFD positions as described in Appendix A.
- The Company may introduce commissions or fees for opening CFD positions by providing at least one (1) month's written notice.
- Commissions may be charged either as a fixed amount or as a percentage of the trade's notional value.

#### 15.7. Applicable Fees

- Applicable fees, commissions, or charges may vary. For current details, contact [support@gfsfutures.com](mailto:support@gfsfutures.com).

#### 15.8. Variation of Fees

- The Company reserves the right to amend fees, charges, or commissions in line with Clause 23.5 of this Agreement.

#### 15.9. Regulatory and Currency Restrictions

- If your country of residence requires reporting of receipts, payments, or restricts currency use, you are responsible for fulfilling such obligations and securing any necessary approvals or consents.

#### 15.10. Dormant and Inactive Accounts

- A trading account will be classified as dormant if there is no trading activity, no open positions, no deposits or withdrawals, or no login to the trading platform for ninety (90) consecutive days.
- If you do not access the Client Relationship Management (CRM) system for sixty (60) days, a reminder will be issued on the sixty-first (61st) day. No further reminders will be sent until the ninetieth (90th) day, after which the account will be designated dormant.
- On the ninety-first (91st) day, all MetaTrader (MT) accounts linked to the dormant account will be deactivated and login access restricted.

#### Inactivity and Maintenance Fees

- A fee of USD 10 (or the account's base currency equivalent) will be deducted every thirty (30) days from each dormant MT account with available funds.
- Fees will continue until:
  - (a) The Client or the Company closes the account;
  - (b) Trading activity resumes; or
  - (c) The account balance reaches zero.
- Dormant accounts will not incur negative balances.
- For accounts with open positions, fees continue until the balance is depleted, after which open positions will be liquidated in line with margin requirements.

#### IB Accounts

- Introducing Broker (IB) MT accounts are treated as trading accounts and subject to the same dormant and maintenance fee policy.

#### Currency and Fee Adjustments

- For USD accounts, fees are charged in USD.
- For non-USD accounts, including cent accounts, the equivalent of USD 10 is deducted at the applicable exchange rate.
- Applicable fees may be updated periodically.

## 16. Deposits and Withdrawals

### 16.1 Deposits

The Client may deposit funds into the Trading Account at any time using wire transfer or other methods approved by the Company. Deposits from third parties or anonymous sources will not be accepted. Deposits must be made in the Trading Account's base currency as shown on the Trading Platform. The Company will not convert currencies on behalf of the Client. Deposit methods and details are published on the Website.

### 16.2 Verification of Funds

The Company may request documents at any time to verify the source of deposited funds. Deposits may be refused if the Company is not satisfied with the legality of the source.

### 16.3 Deposit and Withdrawal Fees

As a general policy, the Company may cover deposit fees. However, in certain cases, the Company may recover costs imposed by payment providers by charging the Client's Trading Account or other lawful means.

### 16.4 Recovery of Fees

The Company may recover fees where:

- (a) the Client's deposit or withdrawal activity does not reasonably match trading activity, causing the Company extra costs; or
- (b) the Client engages in abusive trading practices leading to additional costs.

### 16.5 Credit of Deposits

Deposits will be credited to the Trading Account within one (1) Business Day of funds being cleared in the Company's bank account.

### 16.6 Transfer Delays

If funds are not credited within the expected time, the Client must notify the Company. A banking investigation may be carried out, and related charges may be deducted from the Client's Trading Account. The Client must provide any documents required for such investigation.

### 16.7 Withdrawals

The Company will process withdrawals upon receipt of a valid request through the approved methods.

### 16.8 Withdrawal Conditions

Withdrawals will be processed within five (5) Business Days if:

- (a) the request contains all required information;
- (b) payment is directed to the original account from which the deposit was made (unless otherwise requested to another Client-owned account);

- (c) the receiving account belongs to the Client;
  - (d) the Client's balance is sufficient to cover the withdrawal and applicable charges;
  - (e) no Force Majeure event prevents the withdrawal; and
  - (f) the Client has completed verification under the Company's Verification Guidelines.
- If further checks are required, processing may take longer than five (5) Business Days.

#### 16.9 Client-Only Withdrawals

Withdrawals will only be made in favor of the Client. Payments to third parties or anonymous accounts are not permitted.

#### 16.10 Method of Transfer

The Company may determine the method of transfer and may decline a request for a specific withdrawal method, offering an alternative if needed.

#### 16.11 Third-Party Charges

All charges imposed by payment providers shall be borne by the Client.

#### 16.12 Withdrawal Fees

Withdrawal fees may apply depending on the Client's account type or withdrawal method. Such fees are published on the Website.

#### 16.13 Errors in Transfer

If the Company makes an error, it will correct the mistake and refund wrongly deducted amounts. If the error arises from incorrect Client instructions, the Client shall bear the resulting loss.

#### 16.14 Chargebacks

If a chargeback occurs through a payment provider, the Company may recover the funds from the Client's Trading Account, future payments, or by other lawful means.

#### 16.15 Disproportionate Activity

If the Company finds that the Client's deposits do not reasonably match their trading activity and such activity causes the Company unjustified costs, the Company may charge the Client's Trading Account for related deposit and withdrawal fees.

### 17. Safeguarding of Client Funds

#### 17.1. Segregation of Funds

- The Company keeps Client money in segregated accounts with reputable financial institutions, inside or outside the jurisdiction, used only for safekeeping.

#### 17.2. Due Diligence

- The Company exercises care in selecting financial institutions, considering their reputation, expertise, and compliance with regulations.

#### 17.3. Legal Compliance

The Company shall:

- (a) Maintain accurate records separating Client funds from Company funds;
- (b) Perform regular reconciliations with third-party institutions;
- (c) Ensure Client funds remain segregated; and
- (d) Not use Client funds for its own business.

#### 17.4. Funds Held Abroad

- Client money may be held in institutions outside the jurisdiction. Different protections may apply, and risks may arise if those institutions become insolvent.

#### 17.5. Pooled Accounts

Client funds may be held in pooled accounts. In case of insolvency, Clients share proportional risk.

#### 17.6. No Interest

- The Company does not pay interest on Client funds. Clients waive any entitlement to such interest.

#### 17.7. Transfer of Funds

- The Company may transfer Client money to successors or assignees with prior written notice.

#### 17.8. Restrictions on Use

- The Company will not pledge or use Client funds as security, except where required by law.

#### 17.9. Client Access

- Clients may view information about their funds through the Company's online system, in line with regulations.

### 18. Lien, Set-Off, and Amendments

#### 18.1. Lien and Set-Off

- The Company holds a general lien over Client funds until all obligations are settled.
- The Company may consolidate or set off balances across Client accounts so that obligations are netted automatically.

#### 18.2. Amendments by the Company

- The Company may amend this Agreement, account types, the trading platform, or services if changes are:
  - (a) beneficial or not disadvantageous to the Client;
  - (b) required to reflect new services or technology;
  - (c) necessary for legal or regulatory compliance; or
  - (d) to improve clarity or consistency.

#### 18.3. Fees and Conditions

- The Company may review and amend its fees, charges, trading conditions, and execution rules. Updates will be published on the Website and/or Platform, and Clients must review them regularly.

#### 18.4. Acceptance of Amendments

- By continuing to use the services, the Client accepts the updated terms.
- If the Client disagrees, they may terminate the Agreement.

### 19. Commencement and Termination

#### 19.1. Commencement

- This Agreement takes effect once the Client receives confirmation that their application is approved or a Trading Account is opened.

#### 19.2. Termination Rights

- The Company may suspend, restrict, or terminate Platform access at its discretion with written notice.

Either Party may terminate the Agreement by giving at least five (5) business days' notice.

### 19.3. Effect of Termination

- Termination does not affect obligations already incurred.
- Upon termination, all amounts owed by the Client become immediately due, including fees, charges, or liabilities.

### 19.4. Client Obligations Before Termination

- (a) The Client must close all open positions, otherwise the Company may do so at market prices.
- (b) The Company may limit access, reject new Orders, or restrict withdrawals until all obligations are met.

### 19.5. Company Actions on Termination

The Company may:

- (a) Consolidate and set off balances across Client Accounts;
- (b) Convert currencies in Trading Account(s);
- (c) Close all open positions and accounts;
- (d) Return any remaining Client balance, after deducting obligations, to an account in the Client's name, provided no fraud or illegality is suspected.

## 20. Events of Default

### 20.1. Definition of Default

An Event of Default occurs if the Client:

- (a) Fails to meet payment or contractual obligations;
- (b) Becomes insolvent, bankrupt, or subject to similar proceedings;
- (c) Fails to maintain required margin or provide documentation;
- (d) Makes false statements or breaches warranties;
- (e) Engages in fraud, money laundering, terrorist financing, card fraud, or other prohibited activities;
- (f) Commits a material breach of this Agreement or applicable law;
- (g) Dies, becomes incapacitated, or opens an account fraudulently;
- (h) Engages in abusive or prohibited trading practices.

### 20.2. Company Rights on Default

If an Event of Default occurs, the Company may, without prior notice:

- (a) Terminate the Agreement immediately;
- (b) Close or cancel open positions or trades;
- (c) Suspend or restrict Platform access;
- (d) Refuse new Orders;
- (e) Reverse or cancel profits from abusive or fraudulent trading;
- (f) Return funds to the rightful owner in cases of fraud, subject to law enforcement instructions;
- (g) Pursue legal action to recover losses or enforce rights.

## 21. Representations and Warranties

### 21.1. Client Declarations

By entering this Agreement and each time you open or close a Transaction, you confirm that:

- (a) All information and documents you provide are true, accurate, complete, and not misleading.
- (b) You are of legal age, sound mind, and full legal capacity.
- (c) You are duly authorized to enter this Agreement and perform your obligations, with all necessary approvals obtained.
- (d) You understand the risks, terms, and consequences of Transactions.
- (e) You have read and understood the Company's Risk Disclosure and Warnings Notice.
- (f) You have taken reasonable steps to understand the Trading Platform and related systems.
- (g) You are acting as principal, unless the Company has expressly agreed in writing to a representative arrangement.
- (h) Anyone acting on your behalf is duly authorized.
- (i) You are not an employee, insider, or otherwise restricted person of any exchange, market, or regulated entity.
- (j) You will not exploit errors, latency, or technical features of the Platform, including arbitrage or scalping.
- (k) You hold and maintain all regulatory or governmental approvals required to enter and perform this Agreement.
- (l) Your use of the Trading Platform does not breach any law, regulation, or binding contract.
- (m) Deposits are made from accounts in your name, unless otherwise agreed by the Company.
- (n) All funds deposited are free of liens and not derived from unlawful activity, including money laundering or terrorist financing.
- (o) You are not a Politically Exposed Person (PEP), and will promptly notify the Company if this changes.
- (p) You have regular internet access and consent to receiving notices or updates by email or Website posting.

## 21.2. Breach of Warranties

If any of the above is breached, the Company may, at its discretion:

- Treat the Transaction as void from the start;
- Close the Transaction at market prices; or
- Take any other permitted action under this Agreement.

## 22. Indemnity

### 22.1. Exclusion of Liability

The Company is not liable for losses, costs, or damages unless caused by its fraud, wilful default, or gross negligence.

### 22.2. General Disclaimer

The Company is not responsible for any losses, damages, or liabilities arising directly or indirectly from this Agreement, the Services, or Platform use.

### 22.3. Client Indemnity

You agree to indemnify and hold harmless the Company, its directors, employees, Affiliates, and agents against any claims, damages, liabilities, costs, or expenses incurred in connection with this Agreement, the Services, or the Platform.

### 22.4. Excluded Losses

The Company shall not be liable for consequential, special, incidental, or indirect losses, including lost profits, missed opportunities, or market movement impacts.

### 22.5. Liability Cap

The Company's total liability is limited to the amount of fees you have actually paid under this Agreement.

## 23. Disclaimers

### 23.1. The Company makes no warranty that:

- The Trading Platform will meet your personal requirements; you are responsible for ensuring its suitability.
- Your equipment, software, or internet connection will be compatible with the Company's systems.
- The Trading Platform will operate without interruption, security issues, errors, or bugs. Minor errors shall not be deemed a breach of this Agreement.
- Third-party disruptions to the Trading Platform can be prevented.
- All errors or bugs will be detected or corrected.

23.2. You acknowledge that the Company does not control data transfers over telecommunications networks, including the internet, and is not liable for failures, distortions, or delays in online trading.

23.3. You acknowledge that transactions on the Trading Platform are conducted over-the-counter (OTC), not on a regulated exchange, and may involve higher risks.

### 23.4. The Company disclaims liability for losses arising from:

- Internet connection disruptions.
- Loss, corruption, or lack of backup of data or records.
- Security breaches linked to third-party software, networks, or external factors.
- Voluntary security services provided outside this Agreement.
- Use of the Platform in breach of this Agreement or related documentation.
- Force Majeure events or circumstances beyond the Company's control.

Unauthorized use of your Account Credentials prior to being reported.

- Unauthorized third-party access to information transmitted via networks or communication systems.
- Risks outlined in the Company's Risk Disclosure Notice.
- Changes in tax rates.
- Acts, omissions, or representations of Introducers.
- Accuracy or completeness of communications via the Platform.
- Client acts or omissions, including negligence or fraud.
- Reliance on automated functions such as Trailing Stop, Expert Advisors, or Stop Loss Orders.
- Slippage or currency fluctuations.

23.5. Regarding financial data or information provided by the Company or third-party providers:

- The Company and providers are not liable for inaccuracies or incompleteness.
- They are not liable for actions or inactions you take based on such data.
- You may use such data only for purposes under this Agreement.
- Such data is proprietary; you may not redistribute or disclose it except as required by law.

You must use such data in compliance with applicable laws and regulations.

#### 24. Limitation of Liability

24.1. The Company shall not be liable for any loss except in cases of gross negligence, fraud, or wilful misconduct on its part.

24.2. Subject to Clause 29.1, the Company's total liability for all claims under this Agreement shall not exceed the net amount of deposits made to your Trading Account, less withdrawals.

24.3. Except as provided in Clauses 24.2 and 24.4, you agree that the Company is not liable for:

- Loss of revenue or profits.
- Loss of anticipated savings.
- Loss of goodwill or damage to reputation.
- Loss of business opportunities or interruption.
- Loss or corruption of data.
- Indirect, consequential, incidental, exemplary, punitive, or special damages, whether arising from breach of contract, negligence, tort, statute, or otherwise, even if foreseeable.

24.4. Nothing in this Agreement limits or excludes liability for fraud or fraudulent misrepresentation by either Party or its representatives.

24.5. The Company's liability for infringement of third-party intellectual property rights is limited to breaches occurring within the relevant jurisdiction.

24.6. This Agreement fully defines the Company's obligations regarding the Trading Platform. No conditions, warranties, or representations apply unless expressly stated in this Agreement. Any implied terms under statute, common law, or otherwise are excluded to the maximum extent permitted by law.

24.7. The Company shall not be liable for losses arising from:

Unauthorized access to your Trading Account or Account Credentials, whether or not authorised by you.

- Inaccurate or incomplete instructions provided by you.
- Your reliance or that of third parties on Financial Data provided through the Platform, whether used for trading or otherwise.

#### 25. Authority to Trade

25.1. You authorise the Company to act on any instruction provided, or appearing to be provided, through the Trading Platform using your Account Credentials.

25.2. The Company may rely on any oral, electronic, or written communication received from you. You agree that:

- Once logged into the Trading Platform, instructions will be treated as valid and binding without further verification.
- The Company is not obliged to confirm the authenticity of instructions or signatures for each trade.
- You bear full responsibility for all instructions, whether authorised, unauthorised, improper, or fraudulent. You agree to indemnify and hold the Company harmless against any loss, cost, expense, or liability arising from the Company's action, delay, or refusal to act on such instructions.

25.3. The Company is not obliged to act on any instruction if it reasonably believes that:

- The instruction was issued by a person acting beyond their authority.
- Acting on the instruction would breach any law, regulation, or this Agreement.
- A Transaction accepted by the Company falls under the above conditions; in such cases, the Company may, at its discretion, close the Transaction at the prevailing market price or declare it void from inception.

25.4. All offers to open or close a Transaction must be made through the Trading Platform.

25.5. If the Company receives an instruction outside the permitted channels, it may act at its discretion but will not be liable for any resulting loss, delay, or omission.

#### 26. Relationship of the Parties

26.1. All Transactions are entered into by you as principal and not as an agent for any third party. The Company will treat you as its sole Client and you will be personally responsible for fulfilling all obligations under each Transaction.

26.2. If you act on behalf of another person without the Company's prior written consent, that person will not be considered a Client of the Company. The Company assumes no responsibility or obligation towards such third parties unless expressly agreed in writing.

#### 27. Entire Agreement

27.1. This Agreement constitutes the entire understanding between the Parties regarding the matters contained herein and replaces any prior agreements or understandings.

27.2. In entering into this Agreement, you confirm that you have not relied on any statement, representation, or warranty other than those expressly set out in this Agreement. No remedies shall be available for any representation made outside of this Agreement.

## 28. Severability

28.1. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be deemed excluded from the Agreement from inception. The remainder of the Agreement shall continue in full force, and the validity of the provision under any other jurisdiction shall not be affected.

## 29. Waiver

29.1. A failure or delay in exercising any right or remedy under this Agreement does not constitute a waiver of that right or remedy.

29.2. A waiver of one breach does not constitute a waiver of any other breach.

29.3. The rights and remedies under this Agreement are cumulative and not exclusive of rights or remedies available at law or equity.

29.4. Where the Client consists of two or more persons, their obligations under this Agreement shall be joint and several. Any notice given to one shall be deemed given to all, and any Order placed by one shall be deemed given by all.

## 30. Assignment

30.1. You may not assign, transfer, or delegate any rights or obligations under this Agreement without the Company's prior written consent.

30.2. The Company may assign its rights or obligations under this Agreement to a successor of all or substantially all of its business or assets, subject to giving you five (5) Business Days' written notice. This includes the transfer of Registration Data, personal information, Log Data, and Client funds in the context of a merger, acquisition, reorganisation, sale of assets, or bankruptcy.

30.3. The Company may assign, novate, or transfer its rights and obligations under this Agreement, in whole or in part, without your prior consent. You may not do so without the Company's prior written consent.

## 31. Complaints and Disputes

31.1. Clients may file complaints by following the Company's official complaint procedures, available upon request from our support team.

31.2. Matters not expressly covered by this Agreement shall be resolved by the Parties in good faith, fairly, and in line with accepted market practices.

31.3. If a complaint remains unresolved, the Client may escalate it to the Financial Commission, an independent external dispute resolution body for Forex and CFD matters, in accordance with its rules and procedures.

31.4. The Client retains the right to pursue any remedies available under the laws of Saint Vincent and the Grenadines, regardless of whether internal complaint procedures or the Financial Commission process have been used.

## 32. Governing Law and Jurisdiction

32.1. This Agreement shall be governed by the laws of Saint Vincent and the Grenadines. Both Parties agree to submit to the exclusive jurisdiction of the competent courts of Saint Vincent and the Grenadines for the resolution of disputes.

32.2. All Transactions executed on the Trading Platform are governed by the laws of Saint Vincent and the Grenadines and subject to applicable regulations, directives, and requirements imposed by competent public authorities. The Company may take any action it deems necessary to ensure compliance with such regulations, and these actions shall be binding on the Client.

## 33. Processing of Personal Data

33.1. The Company acts as the data controller in its relevant jurisdiction. By opening an account, the Client consents to the collection and processing of personal data for account management and service provision.

33.2. The Company may share personal data with third parties for service delivery and platform improvement, in accordance with applicable laws and the Company's Privacy Policy. Personal data will not be disclosed without the Client's consent or a lawful basis.

33.3. With consent, personal data may also be used for marketing, research, or information management.

33.4. The Client has the following rights regarding personal data:

- (a) Access personal data held by the Company.
- (b) Correct inaccuracies or incomplete data.
- (c) Request deletion where no lawful basis exists for retention, subject to legal obligations.
- (d) Object to processing based on legitimate interests or direct marketing.
- (e) Request restriction of processing in specific circumstances.
- (f) Request data transfer in a machine-readable format, where applicable.
- (g) Withdraw consent at any time, acknowledging that certain services may no longer be provided.

33.5. By accepting this Agreement, the Client also accepts the Company's Privacy Policy.

#### 34. Multiple Account Holders

34.1. Where an Account is held jointly by two or more persons, all obligations and liabilities under this Agreement are joint and several. Any notice, instruction, or Order given by one Account Holder shall be deemed binding on all Account Holders.

34.2. In the event of death or legal incapacity of one Account Holder, all rights and obligations shall automatically pass to the surviving Account Holder(s), who shall assume full responsibility for the Account and any liabilities owed to the Company.

#### 35. Inducements and Conflicts of Interest

35.1. The Company executes Client Orders through Liquidity Providers and does not act as principal. The Company may receive commissions or other inducements based on trading volumes. Clients may request disclosure of such arrangements.

35.2. The Company, its affiliates, or related parties may hold interests that conflict with the Client's interests, including but not limited to:

- (a) Dealing in Instruments also recommended or traded for Clients.
- (b) Advising other clients whose positions may conflict with those of the Client.

35.3. The Client authorises the Company to proceed with actions it considers appropriate despite such conflicts, without the need for prior notice. Employees and representatives of the Company are required to act independently and disregard conflicts when advising or servicing Clients.

35.4. The Company maintains policies and procedures to identify, prevent, and manage conflicts of interest, ensuring that services are provided honestly, fairly, and in the best interests of Clients.

#### 36. Copy Trading / Social Trading

36.1. Nature of Service – Copy Trading allows Clients to automatically replicate the trades of selected Providers. Trades are mirrored proportionally based on the Client's available funds.

36.2. Client Responsibility – The Client is solely responsible for evaluating Providers, understanding the risks, and ensuring Copy Trading aligns with their financial circumstances and objectives.

36.3. No Advice or Guarantee – The Company does not provide investment advice, nor does it guarantee the performance of any Provider. Past performance is not indicative of future results.

36.4. Execution – Copy Trading operates through automatic execution. The Client remains responsible for monitoring and managing copied positions, including closing trades where necessary. The Company will not act on the Client's behalf.

36.5. Company Discretion – The Company reserves the right to pause, limit, or terminate Copy Trading services at its discretion, including in cases of risk management or changes in Provider performance.

36.6. Monitoring & Adjustments – Providers are subject to ongoing monitoring. The Company may discontinue copying certain accounts or strategies, or update portfolios, without prior notice to the Client.

36.7. Fees – All applicable fees, charges, or commissions related to Copy Trading shall be borne by the Client.

36.8. Risks & Liability – Copy Trading is speculative and involves a high risk of loss. The Company accepts no liability for losses resulting from following Providers, delays, execution differences, or other technical or market factors.

## Appendix A – FX and CFD Trading Terms

### 1. Scope

1.1. This Appendix applies to Clients trading Contracts for Difference (“CFDs”) across all Underlying Assets offered by the Company, including but not limited to: Currency Pairs (FX), Equity Indices, Metals, Commodities, Stocks, Shares Indices, Forwards, and Futures.

1.2. For clarity, FX Contracts are a subset of CFDs where the Underlying Asset is a Currency Pair.

### 2. Opening and Closing Orders / Transactions

2.1. A Transaction may be opened by placing a Buy or Sell Order at the price quoted on the Trading Platform. To close, the Client must execute the opposite Order (Buy to close Sell, Sell to close Buy). Positions cannot be transferred to another provider.

2.2. The Trading Platform provides two-way pricing (Buy/Sell). Buys and Sells are executed only at the respective quoted price.

2.3. Market Orders – Executed at the best available rate. Execution may differ from the displayed price due to slippage. Orders may be filled at a higher or lower price within the tolerance set on the Trading Platform.

2.4. Limit Orders – Executed at the Client’s specified price or better. Orders may be accepted at less favorable prices (lower for Buy, higher for Sell) depending on market conditions. Pending Limit Orders may be cancelled by the Client prior to execution.

2.5. Orders may be placed, modified, or cancelled during Trading Hours. Orders submitted outside Trading Hours may not execute when markets reopen if the price is unavailable.

2.6. Pending Orders remain effective across trading sessions unless executed or cancelled. Open spot positions roll daily; forward positions roll at expiry unless closed.

2.7. Market Orders not filled due to insufficient volume will be cancelled.

2.8. Orders are valid per the type/time specified. If no time is set, validity is indefinite unless deleted by the Company (e.g., when Trading Account Equity reaches zero).

2.9. Clients may remove Pending Orders prior to execution.

2.10. Stop Loss and Take Profit levels may only be adjusted subject to minimum distance requirements set by the Company.

2.11. Pending Orders may be modified (expiry, price, type) before execution. Expiry changes require cancellation and re-entry.

2.12. Execution rules for currency Orders:

- Take Profit: executed at first market price.
- Stop Loss: executed at first market price.
- Stop Loss for locked positions: executed at first market price.
- Buy Limit/ Sell Limit: executed at first market price.
- Buy Stop / Sell Stop: Executed at first market price.

\*Buy Stop, Sell Stop, Buy Limit and Sell Limit orders placed on Forex and CFD instruments shall automatically expire after thirty (30) calendar days from the date of placement, unless executed, cancelled by the Client, or otherwise closed due to market inactivity.

### 2.13. Slippage –

(a) Negative Slippage: Orders may execute at worse prices than specified due to volatility.

(b) Positive Slippage: The Company may, at its discretion, pass price improvements on to the Client.

2.14. If an Order cannot be executed due to price, size, or other reasons, a re-quote will be provided. The Client must resubmit the Order.

2.15. The Company is not obliged to execute Orders outside of normal Trading Hours.

2.16. Error Quotes (“Spikes”) may be deleted from the Trading Platform.

### 3. Stop and Limit Orders

- Stop Loss and Take Profit Orders are accepted at the Company’s discretion and will trigger automatic closure when the quoted price meets the specified level.
- Trailing Stops may be permitted, with adjustments applied automatically as the market moves in the Client’s favor.
- Execution is not guaranteed at the specified level due to volatility; Transactions may close at the next best price.
- Stop Loss Orders may not limit losses to the exact intended amounts.
- Features such as Trailing Stops and Expert Advisors are executed entirely at the Client’s risk.

### 4. Swaps

Open positions held overnight or over weekends are rolled to the next business day, incurring a Swap charge (or credit).

- Swaps depend on factors including transaction type, interest rates, price fluctuations, and the Underlying Asset.
- Swap rates are displayed on the Trading Platform.
- The Company will debit or credit swaps daily to the Client’s Trading Account.

### 5. Expiry Transactions

- Certain Instruments may carry an Expiry Date set by the Company.
- Expiry details are displayed on the Trading Platform. Clients are responsible for monitoring expiry times.
- Unclosed positions at expiry will be automatically closed at the last quoted price immediately before expiry.

### 6. Spreads

- All CFDs and FX contracts are subject to spreads, as displayed on the Trading Platform or Website.
- The Company may amend spreads at its discretion. Clients are responsible for monitoring updates.

### 7. Leverage

7.1. The Company may offer leverage of up to 1:500.

7.2. Leverage levels may be amended at the Company’s discretion. While reasonable notice will be provided where possible, immediate changes may occur due to market volatility.

7.3. In case of conflict between leverage information on the Website and the Client’s Personal Area, the Personal Area shall prevail.

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