



WINDSORBROKERS

# CLIENT ACCOUNT AGREEMENT

Windsor Brokers International Ltd

FSA Seychelles



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Windsor Brokers International Ltd (the “Company” ) is a Seychelles Company regulated by the Seychelles Financial Services Authority (“FSA”). The Company is incorporated and registered under the laws of Seychelles with registration number 8425783-1 and has its registered office at Scenic Car Hire Building No. G3, Parcel Nos: H1238, H1239, H7524, Majoie, Mahe, Seychelles, with contact information [compliance@windsorbrokers.com](mailto:compliance@windsorbrokers.com) .

By this Client Account Agreement (the “Agreement”), the Company agrees to open and maintain for the Client (the “Client” or “you”) one or more trading accounts and to act as the counterparty to the Client’s transactions, involving the purchase and sale of financial instruments, including but not limited to foreign exchange transactions and contracts for differences.

By accepting this Agreement, the Client hereby agrees that they have read, understood and accepted the provisions included in this Agreement, including its Appendices, and the various documents included in the Company’s website.

## 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Clients shall mean any natural or legal persons that have accepted this Agreement and themselves have funded their trading account with the Company.
- 1.2. Unless the content of this Agreement states otherwise, the definitions and interpretations can be viewed by the Client on the Company’s website.

## 2. TRADING AUTHORIZATION

The Company is authorized to offer for purchase and sale as well as to purchase sell Financial Instruments for the Client’s accounts in accordance with verbal or written instructions including digital or hand written instructions or in any other form provided to the Company by the Client, the Client’s designated agent / representative of the Client. The Client hereby waives any defense in cases where such instructions were not in writing. The Company is also authorized, in its sole discretion, to employ clearing members and floor brokers as clients’ agents in connection with the execution, carrying, clearance, delivery and settlement of any such purchases and sales of Financial Instruments. Financial Instruments bought or sold will be transactions between the Client and the Company as the counterparty in accordance with the Company’s license. The Company anticipates offering prices to its clients that are reasonably related to prices offered by other counterparties, such prices may however vary. The Company shall have no liability for failure to execute order/request and makes no representations, warranties or guarantees of the Client’s order/request’s priority over the order/request of other clients. The Client shall be directly and personally responsible for performing obligations under every transaction entered into, with the Company, and the Client indemnifies the Company in respect of all liabilities, losses, expenses and/or costs of any kind or nature whatsoever which may be incurred as a direct or indirect result of any failure by the Client to perform any obligations.

## 3. APPLICABLE RULES AND REGULATIONS

- 3.1. All order/requests entered into for the purpose of purchase/sale of Financial Instruments and all transactions executed for the Client's accounts shall be subject to the constitution, by-laws, rules, regulations, customs and usages (collectively “rules”) where such transactions are executed and to the rules and regulations promulgated there under (collectively “laws”). The Company shall not be liable to the Client as a result of any action taken by the Company or its agents in compliance with any

of the foregoing rules or laws. This paragraph is solely for the protection and benefit of the Company, and any failure by the Company or its agents to comply with any of the foregoing rules or laws shall not relieve the Client of any obligation under this Agreement nor be construed to create rights under this Agreement in favor of the Client against the Company. In the event that any term of this Agreement be inconsistent with a requirement set by regulatory authority and/or the law, after the production of this Agreement, the Company will update terms and conditions of this Agreement, to comply with new regulatory requirement and/or the law, while such changes will automatically be applicable to the relationship between the Company and the Client.

- 3.2. The Company may also hold money on behalf of the Client in different banks or entities from the one used by the Client for transferring funds to the Company. In such cases, the legal and regulatory regime applying to any such bank or entity will be applicable in the event of the insolvency or any other analogous proceedings in relation to that bank or entity.
- 3.3. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this Agreement, nor of any law imposed in any such given country at any such time where the Company has no control over such and any acts of force majeure.

#### 4. PROVISION OF INFORMATION AND REPORTING

- 4.1. The Client hereby agrees that the Company may, at any time, request information from the Client and that Client will provide such information, in order to comply with the legislative requirements at the given time. In addition, the Client undertakes to disclose any changes to the information provided to the Company.
- 4.2. The Client also acknowledges that the Company may use such information for the purpose of conducting research, its own and/or third-party, in order to verify the identity of the Client and gather relevant information to complete the economic profile of the Client.

#### 5. CHARGES/COSTS/FEEES/COMMISSIONS/EXPENSES PAYABLE BY CLIENT

- 5.1. The Client agrees and confirms paying:
- a. any fees, charges, commissions applicable to specific Financial Instruments and accounts held by the Client, related to execution of trades;
  - b. such charge/costs related to carrying open trades on specific Financial Instruments;
  - c. such charge/costs related to rolling over of Financial Instruments;
  - d. such charge/costs related to inactive accounts;
  - e. such transfer-related fees, including but not limited to charge/costs applied on deposits/withdrawals, returned withdrawals, issuing and returns of issued cheques. The Company, may at its own discretion, apply the full transactional (deposit/withdrawal) fee otherwise given to client should it think that the purpose of the deposit does not fulfill or correspond to the purpose of the trading account;
  - f. Spread, mark-up or mark-down when compared to prices that the Company receives or expects to receive, when covering its trades with another counterparty;
  - g. Currency conversion related to trading costs and profits/losses occurred from trading activities;
  - h. Currency conversion related to amounts received in currencies different from the basic currency used by the accounts;
  - i. Such charge/costs required by regulatory body and/or legal requirement;

- j. Such other taxes or costs that may exist that are not applied by the Company;
- k. the amount of any loss that may result from transactions made by the Company, on the Client's behalf, including any deficit balance;
- l. Such relevant amounts related to subscriptions of the Client to an exchange.

5.2. The Client further acknowledges:

- a. unless otherwise stated, prices offered to the Client through Online Trading Platform(s) are exclusive of taxes and costs that may be applied to the services which are not offered or paid through the Company itself;
- b. there are no specific costs applied by the Company to the Client's accounts for using Online Trading Platform(s);
- c. charge/costs may be applied to specific types of accounts which are notified to clients prior to the implementation of such charge/costs;
- d. in cases where the notification of specific charge/costs is not provided to the Client, for whatsoever reason, the Client should inquire and obtain the reasonable explanation for such charge/costs;
- e. fees, charges, commissions are applied separately from the price offered to the Client;
- f. Spreads are as offered with Online Trading Platform(s).

5.3. The Client should request/obtain a clear explanation of all trading terms & conditions, including any applicable charges/costs, prior to trading. For more information, please refer to the [Product Outline](#) in the website.

5.4. The Client further acknowledges and accepts that an administration charge (e.g. for the account review, monitoring etc.) will be applied to the Client's account on termination where the balance is below US\$50 (or currency equivalent). In such cases, the Company will zero out any remaining balance below the threshold and will have no obligation to refund the Client.

5.5. Even in cases where the balance is above the threshold, the Company reserves the right to apply the administration charge on termination in instances where in the Company's reasonable discretion it may not be able to refund the Client, including, but not limited to, where the Client closed the bank account in Company's records or where the Company cannot locate the Client, i.e. within a 3-month period from the date the decision to terminate the account was taken.

## 6. DISCRETIONARY BENEFITS

6.1. The Client acknowledges and agrees that monetary benefits, including but not limited to bonuses, rewards, interest or other payments (collectively referred to as "Discretionary Benefits"), may be credited to the Client's account from time to time. Such Discretionary Payments do not constitute an obligation or guarantee by the Company.

6.2. The Client further acknowledges that the Company is not responsible for initiating, managing, or continuing any Discretionary Payments, nor is it liable for the cessation, reduction, or modification of such payments. The presence or absence of these payments in the Client's account shall not alter the terms of this Agreement or affect the Client's obligations under it.

## 7. RISK OF LOSS

- 7.1. All transactions effected for the Client's accounts and all fluctuations in the market prices of the Financial Instruments carried in the Client's accounts are at the Client's sole risk and the Client shall be solely liable under all circumstances at any given time. By execution of this Agreement, the Client warrants that the Client is willing and financially able to sustain any such losses. The Company is not responsible for the obligations of the persons with whom the Client's transactions are effected, nor is the Company responsible for delays in transmission, delivery or execution of the Client's orders/requests due to malfunctions of communications facilities or other causes. The Company shall not be liable to the Client for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of creditors of any bank, another clearing broker, exchange, clearing organization or similar entity.
- 7.2. The Client understands and agrees that the risk of loss in trading of Financial Instruments including but not limited to stocks, options, futures, forex, foreign equities, bonds, contract for differences, can be substantial. Trading of Financial Instruments involves a high degree of risk and are not suitable for all investors; the amount the Client may lose may be greater than the initial investment. Such markets may be subject to regulation which may offer different or diminished investor protection. The Client understands, before trading, that the Client should enquire as to any rules relevant to the particular transactions.
- 7.3. The Client understands that most of the electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration and/or clearing of trades. Facilities and systems may be vulnerable to temporary disruption or failure. The Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house, and/or member firms.
- 7.4. The Client acknowledges and confirms that the Client is fully aware of all risks that may arise in the event of adverse movements of a currency and/or a pair of currencies. The Company warns the Client of the high risks involved in trading whereby the Client can sustain losses and/or damages to some or all of the capital/monies invested. All transactions effected are at the Client's sole risk and the Client is liable under any given circumstances. Additionally, the Client understands and confirms that the Company will not be held responsible for any delays in transmissions, delivery or execution of requests, due to force majeure, malfunctions of communications facilities or other causes.
- 7.5. The Client understands and accepts that some of the investments may not be realizable if the market in the Financial Instrument in concern is illiquid, therefore the identification of the risk to which the Client may be exposed may be difficult to quantify. The price, value of, and income from any of the Financial Instruments may fall as well as rise and clients may not receive back the amount invested or may be required to pay more.

## 8. SAFEGUARDING OF CLIENT FINANCIAL INSTRUMENTS, ASSETS AND FUNDS

- 8.1. The Company may hold, on behalf of the Client, such client's assets/property and/or funds with custodians whereby the domestic legal and regulatory regime, may be applicable to any such entity. Therefore, in the event of the insolvency or any other analogous proceedings, in relation to such entity, the Client's assets/property and/or funds may be treated differently from the treatment which would apply if the assets/property and/or funds were held in other jurisdiction.



- 8.2. The Company will not be liable for the insolvency, acts or omissions of any third party, referred to in this paragraph, nor of any law imposed in any such given country, at any such time where the Company has no control over.
- 8.3. The Client acknowledges that the Company has established adequate measures to ensure its compliance with legal requirements in order to safeguard the Client's Financial Instruments and funds belonging to the Client. The Client understands that the Company, during the existence of the business relationship with the Client, will keep records necessary for the Company to distinguish Financial Instruments and funds held for the Client from the Financial Instruments and funds held by the Company for other clients and from the Company's Financial Instruments and own funds.
- 8.4. The Client's funds are segregated from the Company's own funds and are not used for the Company's own account.
- 8.5. The Client acknowledges that the Company will not pay any interest to the Client on any funds held on the Client's behalf or otherwise under this Agreement and the Client further waives any entitlement to interest on such funds.

## 9. INDEMNIFICATION

- 9.1. The Client hereby agrees to indemnify the Company and hold the Company harmless from any liability, cost and/or expenses (including attorneys' fees and expenses and any fines and/or penalties imposed by any governmental agency, contract market, exchange, clearing organization or other regulatory or self-regulatory body or institution) which the Company may incur or be subjected to, with respect to the Client's accounts or any transaction or position therein. Without limiting the generality of the foregoing, the Client agrees to reimburse the Company on demand for any cost of collection incurred by the Company in collecting any sums owing by the Client under this Agreement and any cost incurred by the Company, including legal action/proceedings, in defending against any claims asserted by the Client, including all attorneys' fees, interest and expenses. The Client hereby agrees and acknowledges being liable for the Client's own costs and/or expenses, unless directed otherwise by any court of law and/or regulatory body. The Client furthermore confirms and agrees that all information provided to the Company for purposes of account opening is true and correct, the Client will provide all the relevant information regarding Client's knowledge and experience in the investment field relevant to product and/or service as the case may be, and as requested by the Company. In the event that the Client provides insufficient/false information regarding knowledge and experience as to any product and/or service, the Client understands and agrees that such information will not allow the Company to determine whether the investment services and/or Financial Instruments envisaged is appropriate for the Client.
- 9.2. The Client understands and accepts that the Company does not provide financial, legal, tax or other advice, nor should any investment or any other decisions be made solely based on the information obtained from the Company, the Company recommends the Client to obtain advice on such matters from specialists.
- 9.3. All information and opinions expressed by the Company is obtained from sources believed to be reliable and in good faith, no representation or warranty, express or implied, is made as to its accuracy or completeness. All material provided by the Company represents current views and is provided

under reasonable duty of care and the Company will have no liability for any direct or indirect damages arising out of the use of information when accepted and/or used by the Client. The Client furthermore accepts that any information on Financial Instruments, including but not limited to asset classes, asset allocations and the like are only indicative, and the Company assumes no obligation to ensure that such information are brought to the attention of any client.

9.4. The Company furthermore will not be held liable for any taxation assessed upon or payable directly or indirectly by the Client or for any loss or expense suffered by the Client in connection with any such assessment. If the Company is, at any time, assessed for taxation in respect of or in connection with the Client's assets, income, activities or residence, including without limitation any claim for recovery of monies paid to or for the Client, in excess of the amounts which should properly have been paid, the Client undertakes to indemnify the Company in respect of the relevant taxation, together with all expenses, including but not limited to any legal fees. The Client is solely responsible for the management of affairs for tax purposes, and the Company accepts no responsibility for any tax consequences of anything carried out within scope of authority.

9.5. In addition, the Company will not be liable for any loss or expense suffered by the Client in connection with the terms and conditions, including but not limited to the insolvency or other default of any counterparty or custodian, unless such loss or expense arises from the Company negligence, willful default or fraud. Without prejudice to the foregoing, the Client accepts to reimburse the Company of any cost, loss, liability or expense whatsoever which may be suffered or incurred by the Company, whether directly or indirectly, in connection with or as a result of the Client's failure to perform or delay in performing any obligations stemming from this Agreement.

9.6. The Company gives no warranty as to the performance or profitability of any Financial Instrument in order for the Client to secure a level of income or capital gain.

9.7. The Company will not be responsible for any loss or loss of opportunity, whereby the value of the Financial Instruments, assets and/or funds could have been increased, nor for any decline in the value of such, nor for any loss arising from errors of fact or judgment or any action taken or omitted to be taken, however arising and whether direct, indirect, financial or consequential loss howsoever causes, except to the extent that any such error, act or omission is caused by the Company negligence, willful default or fraud.

9.8. Furthermore, the Client acknowledges and agrees that initiating any transaction in any of their accounts subsequent to filing a complaint and/or other claim regarding their accounts signifies their acceptance of the account's status as of the complaint's filing date. The execution of such transactions by the Company, following the initiation by the Client, shall serve as mutual consideration for resolving the claim. Additionally, the Client undertakes not to pursue reopening the case subsequent to this resolution, thereby affirming their understanding and commitment to the finality of the resolution process.

## 10. RECORDING

10.1. The Client understands that all communication regarding the Client's accounts, orders/requests for acquiring Financial Instruments, between the Client and the Company, may be recorded by the Company, and the Client irrevocably consents to such recordings and waives any right to object to the Company's use of such recordings in any proceeding or as the Company otherwise deems appropriate.



- 10.2. The Client agrees and consents that the Company, records telephone conversation between the Company and the Client. The Client agrees that such recordings remain the property of the Company and may be used as a proof of evidence, legal and/or moral obligations.
- 10.3. The Client further acknowledges that existing recordings of conversation and data traffic records, executing and documenting the communications and execution of transactions, may constitute crucial evidence to detect and prove the existence of insider dealing and market manipulation. It is understood that the existing recordings of conversation, electronic communications and data traffic records, may be used by the Company for the legal purposes.
- 10.4. The Client agrees and confirms that he must only use the official communication channels agreed upon between the Client and the Company to communicate with the concerned employees.
- 10.5. The Client further waives all rights to object to the admissibility of recordings in any legal matters and/or proceedings, at any given time or within any jurisdiction.

## 11. FOREIGN CURRENCY

- 11.1. In cases where the transactions for the Client's accounts are effected through Online Trading Platform, on any exchange or in any market on which transactions are settled in a foreign currency, and the assets and/or funds of the Client are displayed in the base currency of the accounts, any profit or loss arising, as a result of a fluctuation in the rate of exchange between the traded currency and the base currency of the accounts shall be entirely for the Client's accounts and at the Client's sole risk. The Company is hereby authorized to convert funds in the Client's accounts into and from such foreign currency, at such currency conversion rate based on the prevailing market rate plus/minus 1% up to 2%.
- 11.2. In cases where the funds' transactions for the Client's accounts is effected and settled in a foreign currency, whereby the exchange is not performed by the Company, the Client hereby acknowledges and agrees that the Company is not liable for such conversion.

## 12. MARGIN REQUIREMENTS

- 12.1. The margin requirement is considered a collateral for each open position/transaction and is based on the leverage applicable on the Client's accounts. The Client agrees to maintain at all times, without demand from the Company, margin requirements for the open positions/transactions held in the Client's accounts. The Client will, at all times, maintain such margin or collateral for the Client's accounts, as requested. Margin deposits shall be made by wire transfer of immediately available funds, or by such other means as the Company may direct and shall be deemed to have been available when received by the Company.
- 12.2. Accounts where the margin level has dipped to 100% or below of the required margin are considered to be on "margin call". Accounts on "margin call" should be supported with additional funds or reduce their exposure by closing and/or "hedging" open positions to increase the margin level, and remove the account from margin call status. The margin level is always visible on the Trading Platform.

12.3. The Client will not receive any notification or message informing them that their Account is on margin call. It is the Client's sole responsibility to always be aware of their margin level and act accordingly to avoid further reduction of their margin level, which may result in a possible "stop out".

12.4. The Client furthermore agrees and confirms that margin requirement may be changed by the Company, with or without notice, and that such change shall be applicable to the existing open positions/transactions as well as the transactions that shall take place in the future. In cases where the Client does not meet obligations towards the margin requirements, the Client's accounts becomes subject to "stop out" activity and consequently open positions/transactions may be partially or fully hedged and/or closed/liquidated by the Company. The price levels whereby the Company may hedge and/or liquidate open positions/transactions are based on prevailing market prices and/or last available prices on the specific Financial Instruments.

### 13. LEVERAGE

13.1. Leverage is defined as a borrowed capital, used to increase or reduce the potential return on an investment. The Client agrees and acknowledges that marginal trading is based on the leverage applied on the Client's accounts. The higher leverage, the higher the level of risk and the higher possibility of a profitable return or loss.

13.2. The leverage is subject to changes. The Company may, at any time, in its sole discretion, reduce the leverage applied to the Client's accounts by notifying clients about such changes.

### 14. LIQUIDATION OF POSITIONS/TRANSACTIONS

In the event that (a) the Client shall fail to timely deposit or maintain margin or any amount hereunder; (b) the Client (if an individual) passes away, or be judicially declared incompetent, or placed under curatorship or (if an entity) shall be dissolved or otherwise terminated or placed under curatorship; (c) a proceeding under the Bankruptcy Act and/or any Legislation, an assignment for the benefit of creditors, or an application for a receiver, custodian, or trustee shall be filed or applied for by or against the Client; (d) attachment is levied against the Client's accounts; (e) the property deposited as collateral is determined by the Company in its sole discretion, regardless of current market quotations, to be inadequate to properly secure the accounts; or (f) at any time the Company deems it necessary for its protection for any reason whatsoever, the Company may, in the manner it deems appropriate, close out the Client's open trades in whole or in part, sell any or all of the Client's property held by the Company, buy any securities, Financial Instruments, or other property for the Client's accounts, and may cancel any outstanding order/request and commitments made by the Company for the Client. Such sale, purchase or cancellation may be made at the Company's discretion without advertising the same and without notice to the Client or his/her Business Introducer, agent and/or representative and without prior tender, demand for margin or payment, or call of any kind upon the Client. The Company may sell or purchase the whole or any part thereof free from any right of redemption. It is understood that a prior demand or call or prior notice of the time and place of such sale or purchase shall not be a waiver of the Company's right to sell or buy without demand or notice as herein provided. Subject to applicable laws and rules, and in order to prevent non-permitted trading in debit/deficit accounts, profits on any transactions executed without the Company's express permission, for the Client's account that is debit/deficit at the time the order/request is placed, shall be for the Company's account if the Company in its discretion so elects. Losses on any such transactions shall be jointly and severally borne by the Business Introducer, agent and/or representative if any, and the

Client, decision made by the Company in its sole discretion. The Client shall remain liable for and pay the Company the amount of any deficiency in any of the Client's account held with the Company resulting from any transaction described above. The Company's determination of the current market value and the amount of additional and/or variation margin shall be conclusive and shall not be challenged by the Client.

## 15. TRADING LIMITATIONS

15.1. The Client agrees and acknowledges that the Company at any time, in its sole discretion, may limit the number of open positions/transactions which the Client may maintain or acquire with the Company, and the Company is under no obligation to effect any transaction for the Client's accounts which would create positions/transactions in excess of the limit which the Company has set. The Client agrees not to exceed the position/transaction limits established for any contract market or type of account, whether acting alone and/or with others at any given time.

15.2. The Company, in its sole discretion, reserves the right to change the leverage applied to clients' accounts, provided that, at the time of the conclusion of the transactions, the total number of open positions/transactions, held by the Client's accounts, has reached the preset limitation and/or in cases where the Client has deliberately and/or systematically based on his/her trading strategy or other probable behaviour with an attempt to exploit the ability of using marginal trading, with the aim to increase the potential return of an investment, while such an activity automatically increases the level of risk and the possibility of a loss.

## 16. ERRORS

16.1. It is possible that errors may occur in the prices for Financial Instruments quoted by the Company or its Service Providers due to specific market circumstance or system malfunctions, including but not limited to errors in feeds received from data providers, counterparties, illiquidity or any other reasons. In such circumstances, without prejudice to any rights it may have under the Law, the Company shall not be bound by any contract which purports to have been made (whether or not confirmed by the Company) at a price which:

- a. The Company is able to substantiate to the Client was manifestly incorrect at the time of the transaction; or
- b. Was, or ought to have reasonably been known by the Client to be incorrect at the time of the transaction.

16.2. In the above-mentioned cases the Company reserves the right to either:

- a. cancel the transaction altogether,
- b. correct/modify the erroneous price at which the transaction was executed to the price at which the Company hedged the transaction,
- c. correct the erroneous price alternatively to the fair market value of the price, as determined by the Company, in its sole discretion, at the time such error occurred.

16.3. In cases where the prevailing market prices represent prices different from the prices that were offered on Online Trading Platform(s), the Company will endeavor to execute transactions on or close to the prevailing market prices, or at prices that the Company deems to be reasonable.

16.4. Mistype of a quote or misquote might be given by telephone and/or electronic means. In such occasions, the Company will not be held liable for any resulting errors that may be displayed in the Client's accounts and reserves the right to make necessary corrections or adjustments with respect to the accounts involved.

16.5. Any errors (as outlined in the present clause) may adversely affect realised and unrealised gains and losses of accounts. The Client explicitly agrees that the Company shall not be liable for any such adverse effect, and the occurrence of pricing errors does not entitle the Client to be reimbursed with any gains generated from such error, either by the Company or the Company's insurance providers.

## 17. ABUSIVE TRADING STRATEGIES

17.1. The Client undertakes not to act in any way unlawfully under this Agreement.

17.2. The Client agrees not to deliberately enter into riskless trading activity and not to trade in a manner that would amount to any type of market abuse and/or manipulation (either by the Client themselves or acting jointly with another person), e.g., by entering the market in opposite directions just before a major event, which is expected to cause high market volatility.

17.3. Similarly, practices that deliberately aim to exploit negative balance protection are considered to be abusive and therefore not acceptable by the Company.

17.4. Further, the Client understands that market abuse encompasses unlawful behavior in the financial markets, which includes but is not limited to insider trading, unlawful disclosure of inside information and market manipulation, and the Client furthermore undertakes not to act in any way unlawfully under this Agreement.

17.5. Trading strategies aimed at exploiting errors in prices and/or concluding transactions at prices that are not representing the market value, are not permitted/accepted.

17.6. The Company reserves the right to act upon clients found to be using abusive trading strategies, whether by using sophisticated technology or manual methods when such trading is based on errors.

17.7. Clients' trading accounts found to be using the abusive trading strategies, associated with algorithmic and high frequency trading are subject to corrections/modifications and in cases may be subject to closure of the trading accounts, should the Company find such an activity fit.

17.8. The Company is entitled to take one or more of the following counter measures:

- a. adjust the prices provided to the Client;
- b. adjust the price spreads offered to the Client;
- c. change the trading conditions/limitations applied to the Client's accounts;
- d. cancel and/or reverse the transactions;
- e. delay in price confirmation and/or re-quote the prices offered;
- f. restrict the Client's access to streaming, instantly tradable quotes, by providing manual quotation only;

- g. retrieve from the Client's accounts any historic trading profits, provided that the Company can document that such trading profits have been made through exploiting of errors in prices, at any time during the relationship with the Client;
- h. deduct and/or recover any applicable charges, costs, or fees on deposits, withdrawals, as outlined in Clause 5 above, including any other charges generally not previously applied. This includes the right to recover such amounts if the account holder is suspected to have engaged in abusive behavior at any time.
- i. terminate the relationship with the Client immediately;
- j. any other action that may be relevant for the Company to take.

17.9. Trading strategies where transactions are executed within a short time scale, may be permitted by the Company for as long as the trading strategy used by the Client is not considered abusive. However, should the Client base the trading strategy for the purpose of abusing prices offered by the Company, the Company is entitled to take one or more of the above mentioned counter measures.

17.10. Swap-free offers that are provided to clients primarily engaging in normal trading activity, where the majority of their trading volume is opened and closed within a single trading day. Clients who solely maintain positions with negative swap values for extended periods without engaging in intraday trading activity will be disqualified from swap-free offers or storage group benefits and the company has the right to proceed with the necessary adjustments and terminate their account.

## 18. EXERCISES AND ASSIGNMENTS

With regard to options transactions, the Client understands that some exchange clearing houses have established exercise requirements for the tender of exercise instructions and that option will become worthless in the event that the Client does not deliver instructions by such expiration times. At least two business days prior to the first notice day in the case of long positions in futures or forward contracts, and at least two business days prior to the last trading day in the case of short positions in open futures or forward contracts or long and short positions in options, the Client agrees that the Client will either give the Company instructions to liquidate or make or take delivery under such futures or forward contracts, or to liquidate, exercise, or allow the expiration of such options, and will deliver to the Company sufficient funds and/or any documents required in connection with exercise or delivery. If such instructions or such funds and/or documents, with regard to option transactions, are not received by the Company prior to the expiration of the option, the Company may permit an option to expire. The Client also understands that certain exchanges and clearing houses automatically exercise some "in the-money" options unless instructed otherwise. The Client acknowledges full responsibility for taking action either to exercise or to prevent exercise of an option contract, as the case may be; the Company is not required to take any action with respect to an option, including without limitation any action to exercise a valuable option contract prior to its expiration or to prevent the automatic exercise of an option, except upon the Client's express instructions. The Client further understands that the Company also has established exercise cut-off times which may be different from the times established by the contract markets in clearing houses. In the event that timely exercise and assignment instructions are not given, the Client hereby agrees to waive any and all claims for damage or loss the Client might have against the Company arising out of the fact that an option was or was not exercised. The Client understands that the Company randomly assigns exercise notices to clients, that all short option positions are subject to assignment at any time, including positions established on the same day that exercises are assigned, and that exercise assignment notices are allocated randomly from among all clients' short option positions which are subject to exercise.

## 19. SECURITY AGREEMENT

19.1. Financial Instruments, funds, securities, and/or other property in the Client's accounts or elsewhere now or at any time in the future held by the Company for any purpose, including safekeeping, are subject to a security interest and general lien in the Company's favor to secure any indebtedness at any time owed by the Client to the Company, including any indebtedness resulting from any guarantee of a transaction or of a accounts of the Client or the Client's assumption of joint responsibility for any transaction or of a accounts. From time to time and without prior notice to the Client, the Company may transfer interchangeably between and among accounts of the Client, held by the Company, any of the Client's funds (including segregated funds), securities, commodities, Financial Instruments and/or other property for purposes of margin, reduction or satisfaction of any debit balance, or any reason which the Company deems appropriate. Within a reasonable time after any such transfer, the Company will confirm the transfer in writing to the Client;

19.2. The Client hereby grants to the Company the right to pledge, repledge, hypothecate, or invest either separately or with the property of other clients, any securities or other property held by the Company for the Client's accounts or as collateral therefore, including without limitation to any exchange or clearing house through which transactions of the Client are executed. The Company shall be under no obligation to pay to the Client or to his/her accounts for any interest income or benefit derived from such property and funds or to deliver the same securities or other property deposited with or received by the Company for the Client. The Company may deliver securities or other property of like or equivalent kind or amount; the Company shall have the right to offset any amounts it holds for or owes to the Client against any debts or other amounts owed by the Client to the Company.

## 20. AUTHORITY TO EFFECT TRANSFER

Until further notice in writing from the Client, the Company is hereby authorized at any time, without prior notice to the Client, to transfer between any accounts of the Client, held by the Company, or any exchange member through which the Company clears the Client's transactions, such excess funds, securities, commodities, commodity futures contracts, commodity options, and/or other property or Financial Instruments of the Client as in the Company's sole judgment may be required for margin in any other such accounts or to reduce or satisfy any debit balances in any other accounts provided such transfer or transfers comply with relevant governmental and exchange rules and regulations applicable to the same. The Company is further authorized to transfer any property held in any such accounts of the Client whenever, in the Company's sole judgment, such transfer is necessary in order to effectuate the above authorized action. Within a reasonable time after making any such transfer, the Company will confirm same in writing to the Client.

## 21. INACTIVE AND ARCHIVED ACCOUNTS

21.1. The Client acknowledges and confirms that accounts, held with the Company, without any trading activity for a period of six (6) months, are considered to be inactive accounts. Such inactive accounts will no longer be available for trading and will be subject to relevant charge/costs relating to the maintenance/administration of such inactive accounts.

21.2. The Client acknowledges and confirms that any accounts with the Company without any trading activity for a period of one month or more with zero balance are considered inactive accounts.

21.3. The Client further agrees that, in order to resume trading, additional conditions set by the Company should be met.



21.4. The Client acknowledges and agrees that an inactive account is further considered dormant account and removed from the systems accordingly.

21.5. The Company may, at its absolute discretion, also terminate any of the Client's additional accounts which the Company considers that are not being used. It is clarified that a Client may open an additional account with the Company after a purpose for the account opening is established and justified.

21.6. Regardless if the account is active or inactive, in case the Client's account reaches 10,000 transactions (i.e. each trade, deposit, withdrawal, maintenance charge etc. is considered as 1 transaction) the Company may choose to archive that account and replace it with a new account number. The historical data of an account that is archived remain accessible to the client for view only purposes.

21.7. The Client further agrees that their trading account may be terminated by the Company without further notice if they haven't made any deposits or trades within one month of creating their account, or as the Company may deem necessary.

## 22. NOTICES AND COMMUNICATIONS

The Client shall deliver all notices and communications to the Company by using any of the available communication means, as provided on the Company's website. All communications from the Company to the Client may be sent to the Client at the address indicated on the Client Account Application or to such other last known address as the Client thereafter directs in writing. In addition, communication may be effected by telex, courier, telephone, telegraph, messenger, facsimile, electronic mail, chatting system or otherwise (in the case of mailed notices), or communicated (in the case of telephone notices), sent to the Client at the Client's or designated agent's or representative's address (or telephone number), as given to the Company from time to time, shall constitute personal delivery to the Client whether or not actually received by the Client, and the Client hereby waives all claims resulting from failure to receive such communication. Confirmation of transactions, balances, equity, order/request, margin calls etc, either through statements of accounts or through Online Trading Platform(s), shall be binding on the Client for all purposes, unless the Client calls any error therein to the Company's attention in writing prior to the start of business on the next business day following such occurrence and within maximum 24 hours. None of these provisions, however, will prevent the Company, upon discovery of any error or omission, from correcting it. The parties agree that such errors, whether resulting in profit or loss, will be corrected in the Client's accounts; the account will be credited or debited so that it is in the same position it would have been if the error had not occurred. Whenever a correction is made, the Company will promptly make written or oral notification to the Client. Client agrees and understands that it is Client's responsibility to send written notice of any change of any personal details.

## 23. PRINTED MEDIA STORAGE

The Client acknowledges and agrees that the Company may reduce all documentation relating to the Client's accounts, including but not limited to the documents provided by the Client when opening accounts with the Company, by utilizing a printed media storage device such as micro-fiche or optical disc imaging. The Client agrees to permit the records stored by such printed media storage devices and/or methods to serve as a complete, true and genuine record of the Client's accounts, documents and signatures.

#### 24. SAFEGUARDING OF PERSONAL INFORMATION

- 24.1. The Client acknowledges that the Company endeavors to safeguard and to keep the Client's personal and financial information ("Client's information"), obtained for the purpose of entering into and signing this Agreement, secure at all times. The Client further consents and acknowledges that the Company may use Service Providers solely in the event of executing acts pursuant to and originating from this Agreement and that the Client's information will be further subject to confidentiality between such parties. The Client furthermore indemnifies the Company and holds the Company harmless from and against any and all liabilities, losses, costs, or expenses related to the Client's information in cases where Service Providers are used in the execution of their obligations towards the Company and that of the Client. The personal information may be disclosed to the Company's affiliates or, if so required, to local or foreign regulatory authorities, fraud and prevention agencies and other organizations involved in crime, fraud and money laundering prevention, for assessment and statistical analysis of the Company's business, without a prior notice to the Client.
- 24.2. The Company and its affiliates may use this information to keep the Client informed about other products, services and offers (including those supplied by third parties) which the Company think may be of interest to the Client, using the range of methods, including but not limited to post, facsimile, electronic mail, telephone, SMS etc.
- 24.3. Any queries regarding data protection, including subject access requests and complaints, can be directed to the Company's Data Protection Officer at: [compliance@windsorbrokers.com](mailto:compliance@windsorbrokers.com) .

#### 25. REPRESENTATIONS

The Client represents that:

- a. (if an individual) is of the age of majority, of sound mind, and authorized to open accounts and enter into this Agreement and to effectuate transactions in Financial Instruments as contemplated hereby;
- b. (if an entity) the Client is validly existing and empowered to enter into this Agreement and to effect transactions in Financial Instruments as contemplated hereby;
- c. the statements and financial information contained on the Client's Account Application submitted herewith (including any financial statement therewith) are true and correct; and
- d. no person or entity has any interest in or control over the accounts to which this Agreement pertains except as disclosed within the Agreement.
- e. except as heretofore disclosed to the Company in writing, the Client is not an officer or employee of any exchange, board of trade, clearing house, or an employee or affiliate of any futures commission merchant, or an introducing broker, or an officer, partner, director, or employee of any securities broker or dealer, is not a US person.
- f. Agree to furnish appropriate financial statements to the Company, to disclose to the Company any material changes in the financial position of the Client and to furnish promptly such other information concerning the Client as the Company reasonably requests.

#### 26. INTRODUCERS

- 26.1. The Client, introduced to the Company through introducers, acknowledges and confirms that the Company is not responsible for the conduct and/or representations of the introducers or its associated persons while representing the Client to the Company. The Client agrees to waive any claims the Client may have against the Company, and to indemnify and hold the Company harmless for any acts or omissions of the introducer or its associated persons. The Client acknowledges and

confirms that the Company does not bear responsibility for whatever agreements may be reached between the Client and the Client's introducer. The Client furthermore confirms and acknowledges that an introducer may act only independently or as an Agent of the Client and that the introducer is not authorised to make representations concerning the Company or its services nor is authorised to act on behalf of the Company as an agent or otherwise.

26.2. The Client acknowledges and confirms that the Company has the right to provide the Client's introducer and its associated persons with the information related to the transactions of the Client's accounts. The Client acknowledges, agrees and confirms that additional costs, including but not limited to increased spread, commission, fees etc, and may be applicable in cases where the Client is introduced to the Company through introducer, since the Company may be required to pay commissions, fees or other related costs to the introducer and associated persons. Costs related to transactions are provided to clients prior to commencement of business relationship or during the business relationship in cases of changes.

## 27. CONFLICTS OF INTEREST

27.1. The Company, its associates or other persons connected with the Company may have an interest, relationship or arrangement that is material in relation to any Financial Instruments affected under this Agreement. Such interests, relationships or arrangements may not necessarily be separately disclosed to the Clients at or prior to the time of the services offered. However, the Company, at a minimum, shall identify with reference to the services carried out by the Company, the circumstances which constitute or may give rise to a conflict of interest entailing a material risk of damage to the interests of one or more Clients and specify appropriate procedures to be followed and measures to be adopted in order to manage such conflicts.

27.2. By entering into this Agreement the Client agrees that the Company may transact such business without prior reference to the Client. In addition, the Company may provide advice and other services to third parties whose interests may be in conflict or competition with the Client's interests. The Company, its Associates and the employees of any of them may take positions opposite to the Client or may be in competition with the Client to acquire the same or a similar position. The Company will not deliberately favor any person over the Client but will not be responsible for any loss which may result from such competition. Upon the Client request, the Company shall provide further details of its conflicts of interest policy.

## 28. CREDIT CARDS

28.1. The Client hereby confirms and acknowledges that any payments made by Credit Card, will bear the Client's name and will be credited into Client's accounts held with the Company. The Client confirms and acknowledges that the sole purpose for such payments is in accordance with the purpose of this Agreement signed with the Company. The Client further confirms and acknowledges that the right of the Chargeback shall not be permitted in cases when the Company has already executed a requested transaction.

28.2. The Client hereby confirms and acknowledges that the right of the Chargeback shall not be permitted if the Credit Card has been stolen taking into consideration the 3D secure policy, used by the Company, by which such payments are not approved. Additionally, the Client confirms and acknowledges that due to the type of services and activities provided by the Company, the Client is not permitted to claim that the performance did not correspond to a written description so as to

cancel the services. Should the Client request the Chargeback claiming that the performance did not correspond as per the Client's instruction, the Client confirms and acknowledge that the Company has the right to provide any relevant entity/person, with the required documentation in regards to such Client's accounts, in order to prove any transactions/allegation.

28.3. The Client confirms and acknowledges that the Company will not be held responsible regarding any delays that may occur in regards to Credit Card transactions, caused by third parties, during the process of such transactions, or due to any other laws/impediments given or made in any jurisdiction at such given time of any such transactions.

28.4. In the event of a dispute related to the Chargeback, the Client agrees that the Company has the right to withhold the Chargeback in a reserve until the dispute is finalized. The Client understands and agrees that it may happen, as a consequence of the reserved Chargeback, that such Chargeback may reflect on any of the transactions of the Client's accounts.

28.5. The Client shall be liable for all and any of the costs paid to the credit card processors or banks, other third parties, attorneys' fees and other legal expenses, and the reasonable value of the time that the Company spent on the matter, incurred during the process of the dispute resolution.

28.6. To the extent permitted by law, the Company may set off against the balances for any obligation and liability of the Client, including without limitation any Chargeback amounts.

## 29. DEPOSITS AND WITHDRAWALS

29.1. Deposits and Withdrawals are made using the authorised transfer channels in the currency stipulated by the Company to the Client.

29.2. The Client hereby agrees and acknowledges that the Company shall consider only the net amounts received while costs related to deposits and withdrawals shall be borne by the Client. Amounts received in a currency other than designated account's currency may be subject to foreign currency exchange. Regardless of the payment method, funds are credited into clients' accounts unless the Company requires further information/justification/clarification regarding the deposits. The Company reserves the right to return the funds to the sender should the originator of the funds not meet the requirements. The Company shall not be held liable in cases where fund transfers are aimed to support accounts that are on margin call while the funds are not received/confirmed by the Company.

29.3. The Client acknowledges and agrees that request for withdrawals from the Client's accounts must be received by the Company in writing using authorised communication channels. Only amounts that are in excess of the required margin requirement can be withdrawn from the Client's accounts. The withdrawals are affected only upon receipt and approval of such request by the Company. The Client further acknowledges and agrees that the Company reserves the right to withhold or reject (partially or in whole) the Client's request for withdrawal in cases where:

- a. the requested amounts would affect the ability of the Client to carry open positions;
- b. the requested amount would be required to meet the Client's current or future requirements in regards to carrying open positions;

- c. the requested amount would be affected by other accounts held in the Client's name;
- d. there is a dispute between the Company and the Client related to transactions performed within accounts held in the name of the Client or accounts linked to the Client;
- e. there is reasonable doubt regarding the requests for withdrawals received by the Company;
- f. there is reasonable doubt regarding the activities within the Client's accounts;
- g. the beneficiary is a third party;
- h. the request for withdrawal is in currency other than the designated accounts currency;
- i. the withdrawal request is not acknowledged/confirmed by the Company as authorised payment method.

29.4. The Client acknowledges that the Company shall not be held liable for any delays or issues that may arise during the deposit and withdrawal process.

29.5. The Company reserves the discretion to decline deposit and withdrawal transactions if the email, telephone number, identity, address, or any other information provided or collected by the Client is not fully verified or up to date, as determined by the Company.

29.6. The Client acknowledges and agrees that withdrawals will only be processed towards the Client. The Company strictly prohibits withdrawals to any third party or anonymous accounts.

29.7. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

29.8. The Client further acknowledges that deposits and withdrawals facilitated via a Payment Service Provider (PSP) are subject to the terms, policies, and procedures of the PSP as these may be found in the PSP's website. The Company shall not be held liable for any losses, damages, or disputes arising out of or in connection with the PSP's policies or use of the PSP's services.

29.9. The Client expressly releases the Company from any claims or actions related to the PSP's processes, including any errors, delays, or issues that may occur in relation to the Client's payment transactions, and agrees to address and resolve any such claims directly with the PSP, in which case the Company may facilitate the discussion at its sole discretion, without having any obligation as to the resolution of the claim.

### 30. BINDING EFFECT OF AGREEMENT; MODIFICATIONS; TERMINATION

30.1. This Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, the Client's heirs, executors, administrators, legatees, successors, personal representatives and assigns. The Client acknowledges and accepts to be bound by the provisions of this Agreement and any amendment or variation thereof. From time to time, as a result of changes to the Client's information, the Company requires to be updated with the relevant changes, related to personal details, accounts or otherwise. In some cases, the Company may require to be provided with additional data/documents to justify the reasoning for the change. In addition, the Client acknowledges and agrees that the first transaction in any of the Client's accounts initiated by the Client, following a change to the terms and conditions of this Agreement as abovementioned, shall constitute the Client's acceptance of the change as of the effective date of the amendment or variation and such initiation and the subsequent execution of such transaction by the Company shall

constitute reciprocal good consideration for the variance or amendment. The Client understands that the terms and conditions of this Agreement may be varied or amended from time to time, as case may be and notice of such amendment of change will be provided to the Client by the Company either by posting such change on the Company's website or by sending a notification to the Client whereby such amendment/variation will be applicable with immediate effect or as otherwise stated.

30.2. In the event of the incapacity/death of the Client, the Company will freeze the accounts upon receipt of legal notification of the incapacity/death of the Client. The Client acknowledges that in the event of his/her incapacity/death, legal notification such as letters of administration/executorships, and/or grant of probate and/or any other legal document, will have to be provided to the Company, by respective relevant persons over the Client in order for the Company to accept any instructions or take any action, over any account held in the Client's name. The Client acknowledges that the Company will not be held responsible for any kind of losses or any charges/costs in the Client's accounts during the period between the Client's incapacity/death and receipt by the Company of any legal notice to that effect.

30.3. The Company may terminate this Agreement for any reason by providing the Client with a 7 (seven) days written notice. The Company at its absolute discretion may decide to set the client accounts on a mode that they won't be able to effect further new trades, however they will be able to manage closing of the existing open ones during the notice period and or whenever the Company deems appropriate.

30.4. In addition, the Company may terminate this Agreement with immediate effect at any time by means of written notice if:

- a. the Client is in repeated or serious breach of this Agreement;
- b. The Company reasonably suspect that the information provided by the Client is false;
- c. The Client has not provided recent or up to date personal information;
- d. The Client fails to provide the documents that the Company requests;
- e. The Company reasonably suspect that the accounts is used for an illegal purpose;
- f. The Client has behaved in an abusive or threatening manner towards the Company's staff;
- g. The Company reasonably believes that the Client has changed physical location without notifying the Company of such change;
- h. The Company reasonably believes that the activities of the Client's accounts are no longer in accordance with the terms of this Agreement;
- i. The Company reasonably determines that the Client is no longer eligible to perform the activities in accounts;
- j. A petition of bankruptcy/liquidation is presented to the Company against the Client;
- k. Any other legal valid reason to take such action;
- l. Accounts did not record any activities within the predefined period;
- m. Legislative requirements.

30.5. The Client has the right to withdraw from or to cancel this Agreement without any reason, obligations or liabilities, within fourteen (14) days of the account activation (the 'Cooling-off Period'), provided that the Client has not made any deposits or engaged in any trading activity. If the Client fails to cancel/withdraw from this Agreement within the Cooling-Off Period, or if he has made any deposits or engaged in any trading activity, he will be able to terminate this Agreement in accordance with the provisions of this Clause 30.



30.6. The Client may terminate this Agreement at any time and for any reason by actual delivery of notice confirmed by an officer of the Company of written notice received by the Company, provided however that no termination will affect any existing liabilities or indebtedness to the Company or any liabilities or indebtedness that may arise subsequent to such termination in respect of any act or omission that took place prior to such termination.

30.7. In the event of termination of this Agreement, the Company will return any amount held by the Client's accounts after deduction of any charges/costs and fees or any other deductions required by the law or in accordance with this Agreement.

### 31. FORCE MAJEURE EVENTS

31.1. The Company may, in its reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"). A Force Majeure Event shall include, but is not limited to, the following:

- a. Any act, event or occurrence (including without limitation any strike, riot or commotion, interruption or power supply or electronic or communication equipment failure) which, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the investments in respects of which the Company ordinarily deal in Financial Instruments;
- b. The suspension or closure of any market or the abandonment or failure of any event upon which the Company base, or to which the Company in any way relate, or quote, or the imposition of limits or special or unusual terms on the trading in any such market or in any such event;
- c. The occurrence of an excessive movement in the level of any Financial Instrument and/or the underlying market or the Company's anticipation (acting reasonably) of the occurrence of such movements.

31.2. If the Company determines that a Force Majeure Event exists the Company may in its absolute discretion, without notice and at any time, take one or more of the following steps:

- a. Increase the Client's accounts margin requirements;
- b. Close any or all of the Client's accounts open trades in Financial Instruments at such closing level as the Company reasonably believe to be appropriate;
- c. Suspend or modify the application of all or any of the terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for the Company to comply with the term or terms in question; or
- d. Alter the time for trading of a particular Financial Instrument.

### 32. HEADINGS

The headings of each provision are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision.

### 33. GOVERNING LAW

This Agreement shall be governed by the laws of Seychelles. No action, regardless of form, arising out of transactions under this Agreement may be brought by the Client after three months have elapsed from the day that the cause of action arose.

#### 34. ACCEPTANCE OF AGREEMENT

This Agreement shall constitute an effective contract between the Company and the Client upon acceptance by an authorized officer of the Company.

#### 35. MULTIPLE ACCOUNTS

35.1. The Client agrees that the Company may, from time to time, change the account number assigned to any account covered by this Agreement, and that this Agreement shall remain in full force and effect. The Client further agrees that any account, if closed and reopened, as well as any additional account opened in the Client's name with the Company, shall be covered by this Agreement with the exception of any account that was opened by signing a new Client Account Agreement.

35.2. Further the Company may, at its absolute discretion, also terminate any of the Client's additional accounts which the Company considers that are not being used. Furthermore, it is clarified that a Client may open an additional account with the Company after a purpose for the account opening is established and justified.

#### 36. ASSIGNMENT

The Company may assign the Client's account to another financial institution by notifying the Client of the name of the intended assignee and the date of the assignment, five (5) days prior to the assignment. Unless the Client objects to the assignment in writing, prior to the scheduled date for assignment, this will indicate the Client's tacit acceptance and the assignment will be binding on the Client.

#### 37. CLIENT ACKNOWLEDGMENTS AND SIGNATURE

The Client hereby declares that the Client fully understands the contents of this Agreement and agrees to all of the terms and conditions of this Agreement set forth above. The Client further declares that they are the real beneficiary of the accounts and that the funds deposited in the accounts come from legitimate sources. The Client acknowledges that trading with Financial Instruments is speculative, involves a high degree of risk and is appropriate only for those who can assume risk of loss in excess of their margin deposits.

#### 38. CONFIDENTIALITY

38.1. The Company acknowledges that confidential information regarding the Client's personal details is of valuable, special and unique asset and as such belongs to the Client and that such information will not be used to advance the interests of any persons other than the Client. The Company procures that its employees, Service Providers, to whom the confidential information is disclosed, are informed of such nature and the employees and the Company shall limit the disclosure of the Client's personal information on a need to know basis only.

38.2. The Client's consent will not be required in the event where disclosure of confidential information is required by any governmental authority or by any law or regulations requesting such disclosure. Furthermore, the Client's personal information may be submitted to cooperate with regulatory authorities and entities to comply with any legal official request, and as necessary to protect any of the Company's legal obligations and/or rights. The Company will protect the Client's rights regarding the privacy, confidentiality and anonymity of any information furnished to the Company and all data so furnished will be processed fairly and legally and will be collected for specified and legitimate purposes. Additionally the Client consents that personal information may be

given by the Company to relevant institutions should such be required in order to perform the activities during the business relationship.

38.3. The Client understands and agrees that the Competent Authorities are empowered to exercise their functions and powers either:

- a. directly
- b. in collaboration with other authorities or with market undertakings,
- c. under the competent authority's own responsibility by delegation to such authorities or to market undertakings or
- d. by the application to the competent judicial authorities, and that the Competent Authority is empowered with supervisory and investigatory powers in order to fulfill their duties.

38.4. The Client furthermore agrees that an individual and/or entity making the information available to the Competent Authority, arising from this Agreement, shall not be considered to be infringing any restriction on disclosure of information imposed by contract or by any legislative, regulatory or administrative provision, and shall not involve the person notifying in liability of any kind related to such notification.

## 39. ELECTRONIC SIGNATURE

The Client consents and agrees that the use of an electronic signature under the Electronic Signature Law, constitutes as the Client's signature, and has legal effect and will be admissible as evidence in any legal proceedings in any country. The Client consents and agrees that the use of key pad, mouse or other device constitute the Client's signature, acceptance and agreement as if actually signed by the Client in writing. The electronic signature is not denied legal effectiveness and admissibility as evidence in legal proceedings solely on the grounds that it is in electronic form, or not based on a qualified certificate, or not based upon a qualified certificate issued by an accredited certification service provider or not created by a secure signature creation device. In addition the Client agrees that no third party verification is necessary to the enforceability of their signature between the Client and the Company. At the Company's sole discretion, documents signed and transmitted online may be accepted as original documents, and is considered to have the same binding effect as an original signature on an original document. The Client consents to receive the information and agreements or any other document electronically, and agreements electronically signed will be seen as electronic contracts which have been freely entered into.

## 40. JOINT ACCOUNTS

Joint Accounts will be treated in accordance with the Company's policies and local rules.

## 41. TRADING TERMS & CONDITIONS

41.1. The Company anticipates offering prices to its clients that are reasonably related to prices offered by other counterparties, such prices may, however, vary. The prices offered by the Company to the Client may differ from those offered to the Company by other counterparties. However, the Company is under no obligation to disclose prices obtained from the counterparties to the Client. In the event that counterparty, such as service providers, liquidity providers etc, do not provide prices, or provide erroneous prices, during a specific period, on a specific Financial Instrument, the Client understands and accepts that the Company may not be in a position to provide prices and may

therefore be obliged to reject the Client's request/order and/or may delay the time of confirmation. The Client furthermore acknowledges and confirms that spreads on Financial Instruments, offered during normal market conditions, may differ in the events of volatile markets. During the volatile markets, it may happen that the spreads offered are wider than the spreads otherwise offered. The Client understands and accepts that the stop orders, on all types of accounts, are considered the market orders, once alerted, and therefore, the market level of the specific Financial Instrument, at the time of activation of the order, is taken into consideration and not the level requested by the Client. It is further acknowledged and confirmed by the Client that the levels requested by the Client, when placing stop orders, are not guaranteed to be completed at the requested levels, and that if pending orders remain for more than 1 month and client has no other activity then the pending orders will be cancelled. The Company shall have no liability for failure to execute orders/requests and makes no representations, warranties or guarantees to the Client's orders/requests priority over the orders/requests of other clients. The Client shall be directly and personally responsible for performing obligations under every transaction entered into, whether the Client is dealing as principal directly or through a designated agent, or representative or as an agent for another person, or intermediary, and the Client indemnifies the Company in respect of all liabilities, losses, expenses and/or costs of any kind or nature whatsoever which may be incurred as a direct or indirect result of any failure by the Client to perform any obligations.

41.2. The Client should request/obtain a clear explanation of all trading terms & conditions, including any applicable charges/costs, prior to trading. For more information, please refer to the [Product Outline](#) in the website. The Client acknowledges and consents that the Client has no right to cancel this Agreement on the basis that it is a distance contract.

41.3. Existing trading conditions may be modified, altered, suspended or terminated or new conditions may be imposed, which will become new applicable trading terms & conditions. Furthermore, the Company may at any time reject, cancel, or make any adjustment which it deems necessary, to any request made by the Client when, the Company considers, at its sole discretion, that such request may breach or may have breached the provision of the trading terms & conditions.

## 42. COPY TRADING

### 42.1. Copy Trading

With Copy Trading Functionality clients can register a trading account to become either followers or Providers through WB Copy Trading Platform. The clients who choose to follow the trading activities of other clients are called 'Followers' whereas the clients whose trading activities are copied are called 'Providers'. The association between a Follower and a Provider is called a 'Subscription.'

It is important to note, that the Company has absolutely no involvement or responsibility in the relationship between followers and providers. The Company's role is strictly limited to providing the technology infrastructure and platform for facilitating the copy trading functionality.

In addition, the company **does not offer portfolio or asset management services** or provide advice to clients regarding copy trading, and the Copy Trading functionality should not be considered as such.

*Kindly note that the utilization of the Copy Trading feature offered by the Company may vary based on the client's country of residence, potentially resulting in restrictions on its accessibility. For*

*comprehensive details regarding the availability of this functionality within your specific jurisdiction, we kindly recommend reaching out to our dedicated customer support team.*

#### 42.2. Providers

- a. The Providers are required to be registered and approved by the Company or any of the Windsor related entities that operate through the website [www.windsorbrokers.com](http://www.windsorbrokers.com) and any other sub domain. In addition, it is the responsibility of the Provider to ensure they possess all required domestic and foreign governmental and regulatory licenses as may be necessary.
- b. The Company at its own discretion may decide to remove and or restrict a Provider at any point in time.

#### 42.3. Followers

- a. Followers may follow the Providers by subscribing to their account, to automatically copy their trades at the best available market price. **By choosing to copy the trades of the provider, you agree that this will be interpreted as placing the trades yourself.** A copy order will recreate the activities of the Provider's account in your account with the Company, on a pro rata basis and with the same instruments based on the risk management options and copy trading strategies you may choose on the WB Copy trading Platform.
- b. In cases, where you copy a Provider from another related entity you will be limited to copying only the instruments that are offered by the Company you are registered with. Furthermore, the aforementioned, are subject to any regulatory restrictions that may apply to the entity your trading account, or the Provider is registered with.
- c. It is pointed out that you can copy either existing/open and new trades or only new trades from a Provider. When choosing to copy existing trades, the Company will open your position at the best available market price at the time of copying and not the price at the time which the trade being copied was originally opened. Whereas, if you are copying only new trades the Company will open your trades at the market price at the time the trades are copied. All instructions carried (stop loss, take profit etc.) in the copied trade will be automatically replicated (pro rata) in your account. In addition, please be aware that there may be a slight time gap between when the Provider opened the trade and when you copied it, which could result in a price difference. Amongst other factors such as server latency or high market volatility can contribute to the widening of this gap.
- d. When choosing to copy the trading activity of a Provider, the Company will make every effort to replicate all of the Provider's trades in your Follower's account. However, there are certain situations where the Follower's account may not have sufficient available margin to copy the Provider's trades, resulting in the rejection of the copying order. Furthermore, the Follower's risk management and copying strategies may lead to the rejection of a trade being copied by the Follower, if the lot size of the Provider's position falls outside the specified minimum and maximum volume range set by the Follower. Instances of high market volatility can also result in the rejection of trades. This can happen when the trading system, despite multiple attempts, is unable to provide a satisfactory market price due to the high market volatility. It is important to note that rejected trades will not be included in any reports generated.

- e. Copy trading involves automated trading execution whereby trades are opened and closed in your account without the need for any further manual intervention. Nevertheless, you shall have at any time the option to manually close trades that you are copying from the WB Copy Trading Platform. You can choose to close either all trades or all unprofitable trades by using the risk management options available in WB Copy Trading Platform. Please note that if you choose to close all trades, all trades will be closed collectively, and you cannot select specific trades for closure. The same applies for unprofitable trades as well.
- f. In addition, it is important to note that, based on the risk management and copying strategies you set, a materially different result than the Provider you copied may be achieved. If you decide to unsubscribe from the Provider, all trades, whether they are profitable or unprofitable will automatically close.
- g. Other actions such as but not limited to, Provider's withdrawals, may also generate a materially different result than the Provider that you copied as it may affect the copy trading proportions. This is due to several different factors including starting account balance, minimum trade size, the investor's account settings, differences in spread, the interest and investment price at time of investment, and the difference in fees that may be incurred.
- h. Additionally, it's essential to understand that the activation of risk parameters, determined by your selected risk management settings, may not occur instantly but may be subject to occasional delays, which could result in losses exceeding your chosen risk limits. In such cases, you acknowledge and agree that the Company bears no responsibility for such losses due to system delays.
- i. When following or copying you acknowledge that you may be following or copying the trading decisions of Providers whose experience, risk appetite, objectives and financial status is different than yours.

#### 42.4. Performance Fees

- a. A Performance Fee is a percentage of a profitable trading result of a Follower's subscription, which is paid to the Provider. The fee is only earned when the profit of the Follower's subscription surpasses the most recent High Water Mark (HWM), which is the maximum recorded level or value of profit that was last achieved by the Follower's subscription. In case of a Trading result does not surpass the High Watermark, the Performance fee calculation is skipped.
- b. Performance fee calculation is determined by the (Subscription's Closed Profit + Floating Profit/Loss) \* (Performance Fee Percentage % determined by the Provider).
- c. Profit, and therefore the Performance Fee, are calculated on a Weekly Trading Interval. The calculation can be determined by the difference between the current equity, and the equity of the previous week. Equity is your account balance plus the floating profit (or loss) of all your open trades.
- d. The Performance Fee % is determined by the Provider based on the offer they want Followers to subscribe to, but the formula is always the same: Performance fee = Subscription's Profit x Fee %



- e. The Performance fee % can be is determined by the Provider based on the offer they allow followers to subscribe to. In general, Performance fee is calculated as:

**Performance fee = Subscription's Profit \* Fee %**

**For example:**

Performance Fee = 10%

Week 1 PnL = \$400 → \$40 Performance fee

Week 2 PnL = -\$200 → No Fee (\$400 - \$200 = \$200 < \$400 HWM)

Week 3 PnL = \$300 → \$10 Performance fee (\$400 - \$200 + \$300 = \$500; \$500 - \$400 = \$100)

The Company ensures that the performance fee information will be readily accessible to both followers and providers. The performance fee details, including calculations and payout history, will be available on the WB Copy Trading platform at all times. This allows followers and providers to track and monitor the performance fee amounts and associated transactions.

#### 42.5. Performance Fee Payout

- a. WB Copy Trading initiates the payment of Performance Fees to the Provider from each Follower subscription weekly. Once the weekly trading interval ends, WB Copy Trading initiates the payment of performance fees to the Provider from each Follower subscription. The amount is withdrawn from the Follower's trading account and recorded as a fee.
- b. When a Follower initiates the withdrawal process from their account, the Company Conducts a thorough assessment to calculate the performance fees owed by the Follower. This evaluation is carried out for all Withdrawal methods. It is important to note that the client will not be able to withdraw an amount greater than the available equity in their account minus the performance fees owed. Once the payment transaction is initiated, the performance fees owed are paid in full to the Providers, regardless of the size of the withdrawal. This ensures that the Providers receive their performance fees in a timely manner.
- c. In addition, If a Follower decides to withdraw funds or unsubscribe from the Provider before the end of the weekly trading interval, the performance fee will be calculated up to that point in time and the payout will occur immediately upon requesting to withdraw funds, or upon ending the subscription to the Provider.

#### 42.6. Inactive Accounts

For both Providers and Followers, an account is considered inactive if there has been no trading activity as specified in the clause 'INACTIVE AND ARCHIVED ACCOUNTS' of this Client Account Agreement (CAA). All inactive Providers' and Followers' accounts should be subject to the provisions of this clause, and they may be terminated accordingly.

#### 42.7. Termination

For both Providers and Followers, termination of their account is subject to the termination clause outlined in this CAA.

#### 42.8. **Miscellaneous**

- Clients can either use their trading accounts as followers or providers, but not both simultaneously. It is important to note that a client cannot utilize their Follower account to follow their Provider account. Furthermore, it is not possible for a Provider to follow another Provider.
- Each follower trading account can only subscribe to one Provider at a time. To follow multiple Providers, clients need to open additional trading accounts.
- Follower accounts can be funded via an internal transfer from other trading accounts owned by them. However, it is important to note that follower accounts are not permitted to initiate internal transfers or transfer funds to other trading accounts.
- Clients are not allowed access to the trading terminal of their Follower accounts. Management of trades of a Follower account is done using the WB Copy Trading platform. Whereas clients are allowed access to the trading terminal of their Provider accounts as per usual.
- The Company reserves the right at any time to modify, expand, or revise the functionalities of the copy trading functionality as it sees fit. This includes the ability to add, remove, or change the options available to users when it comes to copying trades from a Provider. The specific changes may include, but are not limited to, the ability to copy all trades of a Provider or only to copy new trades.
- The Company may add, remove, or change the functionalities of the copy trading service, at its discretion, for example whether you can copy all trades or only new trades of a Provider.
- The Provider explicitly agrees that the Company is authorized to disclose the Provider's details and performance ratios, to ensure transparency and enable potential followers to thoroughly evaluate the Provider's performance. The Provider fully acknowledges and grants consent to the Company for sharing such information. The Company reserves the right to disclose these details to its related entities, on its website and its official communication channels.
- It is understood and agreed the relationship between the Company and the Providers is that of independent contractors. No agency or partnership is created, and the Provider shall not hold itself out as or represent itself to be an agent, representative or employee of the Company. Furthermore, the Provider agrees that no promotional material shall be disclosed or distributed without the prior written approval of the Company.
- Any explanation or information which the Company provides about copy trading is provided solely for informational purposes. In addition, any information that may be shared by the Providers cannot be considered as a financial advice and in any case does not bind the Company.
- Past performance, risk scores, statistics and any other information should not be considered as reliable indicators of future performance. Such information does not mean that you will achieve profits like those shown on the Provider that you are copying.
- The Company reserves the right to restrict the usage of certain symbols for Copy Trading. This implies that while the Provider can trade these symbols, the Follower is not permitted to copy trades involving these symbols. This information is clearly stated in the [Product Outline](#) available on the Company's website.

- The Provider may, at their discretion, cooperate with Agents, including Public Agents and Additional Agents, to facilitate the referral of followers who will register with them. For this service, the Agents will receive a percentage from the performance fee that the Provider collects from the followers. These arrangements are set by the Provider through their portal on the WB Copy Trading Platform or by the Company at the Provider request through official Company's channels. The Provider understands and agrees that these arrangements are separate agreements between the Provider and the public and additional agents, and the Company is not a party to these agreements.

The Company shall not be liable for any percentage-based compensation arrangements, or any other arrangement made between the Provider and the public or additional agents. Any disputes or issues arising from these arrangements are the sole responsibility of the Provider and the respective agents. The Provider agrees to indemnify and hold the Company harmless from any claims, disputes, or liabilities related to these arrangements.

#### 42.9. **Liability**

- a. The Provider hereby covenants and agrees to indemnify and keep harmless the Company, its directors, officers, employees and agents from and against any claims, demands, actions, causes of action, damages, losses, costs, liabilities, expenses, penalties or fines (including legal fees) which any of the Company's Indemnified parties may sustain and may arise directly or indirectly in any way by reason of, out of, in respect of or in connection with:
  - I. any non-fulfillment of any covenant or agreement on the part of Provider under this Agreement;
  - II. any incorrectness in or breach of any representation of Provider contained in this Agreement;
  - III. any act or omission, including, without limitation, any negligence or other tortuous act, committed by Provider and its directors, officers, employees, agents and representatives in the performance of its obligations under this Agreement;
  - IV. any untruth, inaccuracy or incorrectness of any of the marketing materials prepared and distributed by Provider pertaining to the Services;
  - V. any advice, recommendation given or made by the Provider to any third party and or any other activities that require authorization and or licensing as per the applicable Laws;
  - VI. any activities performed by the Provider outside the scope of this Agreement and or any damages that may be caused, directly or indirectly, by the Provider to third parties.
- b. The Follower acknowledges and agrees that they may not hold the Company liable for any actions taken by the Company when following your(s) instructions or for any results from your(s) own decisions to follow or copy any Providers.
- c. The Follower acknowledges that any financial or non-financial outcomes resulting from such decisions are the sole responsibility of the Client, and the Company shall not be held accountable for any associated results or implications.
- d. Copy trading carries a high level of risk, and Follower's should carefully consider their objectives, financial situation, and risk tolerance before engaging in copy trading. The performance of the Providers is not guaranteed and may result in the loss of invested capital.

- e. By participating in the Copy Trading functionality offered by the Company, both Followers and Providers explicitly agree to release the Company from any and all claims, demands, and liabilities related to the trades copied, Providers followed or any issues arising from their interaction with each other.

#### 43. COMPLAINT HANDLING

43.1. The Company cares about keeping its clients happy and satisfied with its services. In instances where the Client may not be satisfied, the Company has established an effective and transparent procedure for the immediate complaint handling of all existing clients.

43.2. The Clients may lodge a complaint with the Company via mail or email, or by personally attending the Company's office, or via utilizing the complaint box available at the Company's office, as applicable from time to time.

43.3. The Company will work to address the complaint and communicate the decision to the Client within a reasonable period (eg., a period not exceeding fifteen (15) days from the date of receipt of the complaint, or more based on the circumstances of the complaint). This period may be extended once and for a similar period if the nature of the Complaint so requires.

43.4. In the unlikely event that the Company is unable to resolve the Client's complaint, or if the Client is not satisfied with the Company's final response, the Client may refer his complaint to the Financial Services Authority (FSA) in the Seychelles for further examination.

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

Address: PO Box 991

Bois de Rose Avenue

Roche Caiman Victoria, Mahe, Republic of Seychelles

Phone: (+248) 438 08 00

Fax: (+248) 438 08 88

Website: <https://fsaseychelles.sc/complaint-handling>

Email: [enquiries@fsaseychelles.sc](mailto:enquiries@fsaseychelles.sc)

43.5. For additional information,, you can refer to the Company's [Complaint Handling Policy](#), available on the Company's website.

#### 44. ABOUT US

More Information can be found on the website and under the 'About' section.

## ONLINE ACCESS AGREEMENT

This Online Access Agreement (the "Online Agreement") sets forth the terms and conditions under which the Company shall permit the holder of one or more accounts with the Company (the "Client") to have access to one or more terminals, one or more Online Trading Platforms, through the Client's internet browser, for the electronic transmission of orders/requests and/or transactions, for the Client's accounts held with the Company. This Online Agreement sets forth the terms and conditions under which the Company shall permit the Client electronically to execute and monitor the activity, orders/requests and/or transactions in the Client accounts (collectively, the "Online Service"). For purposes of this Online Agreement the term "Online Service" includes all software and communication links, or any of its functions, provided that the Company deems it necessary, the Client agrees to the following:

### 1. LICENSE GRANT AND RIGHT OF USE

By signing this Online Agreement, the Company agrees to supply the Client with software for using the Online Service. The Client agrees to use the software solely for the ordinary course of its own internal business. The Client agrees that neither the software nor the Online Service may be used to provide third party training or to be used as a service bureau for any third parties. The Client agrees to use the Online Service and the software strictly in accordance with the terms and conditions of Client Account Agreement, as amended from time to time. The Client also agrees to be bound by any rules, procedures and conditions established by the Company concerning the use of the Online Service.

### 2. ACCESSES AND SECURITY

2.1. The Online Service may be used to transmit orders/requests, receive and confirm execution of orders/requests, subject to prevailing market conditions and applicable rules and regulations. The Company consents to the Client's access, in reliance with the safeguarding procedures, adopted by the Client for preventing unauthorized access to and use of the Online Service, and in any event, the Client agrees to any financial liability for transactions executed through the Online Service. The Client acknowledges, represents and warrants that:

- a. The Client has received a number, code or other sequence which provides access to the Online Service (the "Password");
- b. The Client is the sole and exclusive owner of the Password;
- c. The Client is the sole and exclusive owner of any identification number or Account number or Login number (the "Login"); and
- d. The Client accepts full responsibility for use and protection of the Password and the Login as well as for any transaction occurring in accounts opened, held or accessed through the Login and Password.
- e. The Client agrees that the Company has the right to "reset" the Password, for security purposes, if the accounts have been inactive for a certain period of time.

2.2. The Client accepts full responsibility for monitoring accounts' activities. The Client agrees to immediately notify the Company in writing, should the Client become aware of any of the following:

- a. any loss, theft or unauthorized use of the Client's Password and/or Login number; or

- b. any failure by the Client to receive a message indicating that an order/request was received and/or executed; or
- c. any failure by the Client to receive an accurate confirmation of an execution; or
- d. any receipt of confirmation of an order/request and/or execution of an order/request which the Client did not order/request; or
- e. any failure to receive accurate information for the Client's accounts balances, positions/transactions, or transaction history; or
- f. any other reason whatsoever.

### 3. MULTI-TERMINAL FUNCTION OF THE ONLINE SERVICE

3.1. Multi-Terminal shall mean one of the functions provided by one or more Online Trading Platforms offered by the Company, through Online Service, which can be used by the Client for simultaneous management of multiple accounts. The Multi-Terminal function of the Online Trading Platform, offered through Online Service, is granted to Clients in the Company's sole discretion.

3.2. In cases where the Company permits the Client to have access to the Multi-Terminal, the Client agrees and acknowledges the following:

- a. The Company reserves the right, if it is deemed necessary, to delay confirmation of orders/requests and/or transactions for the Client's accounts;
- b. The Company reserves the right, if it is deemed necessary, to reject partially or in full any request for such orders and/or transactions for the Client's accounts;
- c. The Company reserves the right, if it is deemed necessary, not to execute all orders/requests and/or transactions for the Clients' accounts in the same manner;
- d. The Company reserves the right, if it is deemed necessary, to reverse any orders/requests and/or transactions for the Client's accounts.

3.3. In addition, the Client agrees that any orders/requests and/or transactions should not exceed the number of lots, per Financial Instrument, as specified within the Client's Online Trading Platform or any other additional documentation provided by the Company for the specific type of account.

### 4. RISKS OF ONLINE TRADING

4.1. Access to the Online Service or any portion thereof, may be restricted or unavailable during periods of peak demands, extreme market volatility, systems upgrades or any other reasons. The Company or its Service Providers makes no express or implied representations or warranties to the Client regarding the usability, condition or operation thereof. The Company or its Service Providers does not warrant that access to or use of the Online Service will be uninterrupted or error free or that the Online Service will meet any particular criteria of performance or quality. The Company or anyone else involved in creating, producing, delivering or managing the Online Service shall, under no circumstances including negligence, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Online Service, or out of any breach of any warranty, including, without limitation, those for business interruption or loss of profits.

4.2. The Client expressly agrees that the use of the Online Service is at Client's sole risk. The Client acknowledges full responsibility and risk of loss that may result from use of, or materials obtained through, the Online Service. Neither the Company nor any of the Company's directors, officers, employees, agents,

contractors, affiliates, third party vendors, facilities, information providers, licensors, exchanges, clearing organizations or other suppliers providing data, information, or services, warrant that the Online Service will be uninterrupted or error free, nor does the Company make any warranty as to the results that may be obtained from the use of the Online Service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the Online Service.

4.3. In the event where the Client's access to the Online Service, or any portion thereof, is restricted, unavailable or delayed, the Client agrees to use other available means (if any), provided by the Company, to place the Client's orders/requests for transactions or to access information. The Company is not liable for any losses, lost opportunities or increased costs, increased commissions etc. that may result from the Client's inability to use the Online Service to place orders/requests for transactions, receive confirmation for transactions or access information. By placing orders/requests through the Online Service, the Client acknowledges that the Client orders/requests may not be reviewed by the Company prior to execution. The Client agrees that the Company is not liable for any losses, lost opportunities or increased costs, increased commissions/charges/costs etc. that may result from the execution of orders/requests made by the Client.

## 5. MARKET DATA AND INFORMATION

5.1. Neither the Company nor any Service Provider shall be liable in any way to the Client or to any other person for:

- a. Any inaccuracy, error or delay in, or omission, non-performance, interruption of any such data, information or messages or the transmission or delivery of any such data, information or messages; or
- b. Any loss or damage arising from or occasioned by any such inaccuracy, error, delay, omission, non-performance, interruption in any such data, information or message, due to either any negligent act or omission or to any condition of force majeure or any other cause, whether or not within the Company's or any Service Providers' control.

5.2. The Company shall not be deemed to have received any orders/requests or communication transmitted electronically by the Client, through Online Service, until the Company has actually acknowledged such orders/requests or communication.

## 6. ADDITIONAL IMPORTANT INFORMATION AND DISCLAIMERS REGARDING EXPERT ADVISORS

The Expert Advisors are provided by one or more Online Trading Platforms offered by the Company, through Online Service, and are intended merely as a tool for implementing technical ideas that can be incorporated into a personally designed trading strategy or system for experienced traders only. No support, technical, advisory or otherwise, is offered by the Company in their usage. Use of the Expert Advisors are entirely at the Client's own risk and the Client acknowledges and understand that the Company makes no warranties or representations concerning the use of Expert Advisors and that the Company does not, by implication or otherwise, endorse or approve of the use of the Expert Advisors and shall not be responsible for any loss to the Client occasioned by their usage.

## 7. REPRESENTATIONS

7.1. The Client acknowledges that from time to time, and for any reason, the Online Service may not be operational or may be otherwise unavailable for the Client's use due to servicing, hardware malfunction, software defect, service or transmission interruption or any other cause, and the Client agrees to hold the Company and any Service Provider harmless from liability of any damages which may result from the



unavailability of the Online Service. The Client acknowledges that the Client has alternative arrangements which will remain in place for the transmission and execution of the Client's orders/requests, in the event that for any reason, circumstances prevent the transmission and execution of all, or any portion of, the Client's orders/requests through the Online Service.

7.2. The Client represents and warrants that the Client is fully authorized to enter into this Online Agreement and is under no legal impediment which prevents the Client from trading, and that the Client is and shall remain in compliance with all laws, rules and regulations applicable to the Client's business. The Client agrees that the Client is familiar with and will abide by any rules or procedures adopted by the Company and any Service Provider in connection with use of the Online Service. The Client further acknowledges to have obtained necessary training in its use.

7.3. The Client shall not (and shall not permit any third party) to copy, use analyze, modify, decompile, disassemble, reverse engineer, translate or convert any software provided to the Client in connection with use of the Online Service or distribute the software or the Online Service to any other third party.

#### 8. BINDING EFFECT OF ONLINE AGREEMENT; MODIFICATIONS

The Client acknowledges and accepts to be bound by the provisions of this Online Agreement and any amendment or variation thereof duly effected in accordance with the provisions of this clause 8. Unless otherwise provided for in this Online Agreement, the Company may change the general terms and conditions of this Online Agreement at any time by updating the Online Agreement on the Company's website and the Client is required to inquire for any updates that may be made to the Online Agreement during the business relationship with the Company. Seven working days after publication of the update on the Company's website, it will be deemed that the Client has read and accepted the general terms and conditions included within the Online Agreement, and that the same will be applicable to the Client. The Client acknowledges and agrees that the first transaction in any of the Client's accounts, initiated by the Client, following notification of a change to the terms and conditions of this Online Agreement, as abovementioned, shall constitute the Client's acceptance of the change as of that date, and such initiation and the subsequent execution of such transaction by the Company shall constitute reciprocal good consideration for the variance or amendment abovementioned, the sufficiency of which is hereby acknowledged and agreed by the Client and the Company respectively. Unless the context clearly indicates otherwise, a reference to this Online Agreement will include a reference to this Online Agreement as varied or amended from time to time in accordance with this clause 8. The Company may terminate this Online Agreement at any time by means of written notice to that effect. The Client may terminate this Online Agreement at any time by a written notice confirmed by the Company provided however that no termination will affect any existing liabilities or indebtedness to the Company or any liabilities or indebtedness that may arise subsequent to such termination in respect of any act or omission that took place prior to such termination. Upon termination, any software license granted to the Client herein shall automatically be terminated.

#### 9. INDEMNITY

The Client agrees to indemnify and hold the Company harmless and each Service Provider and their respective principles, affiliates and agents from and against all claims, demands, proceedings, suits and actions and all losses (direct, indirect or otherwise), liabilities, costs and expenses (including attorney fees and disbursements), paid in settlement, incurred or suffered by the Company and/or Service Providers and/or the Company's or their respective principals, affiliates and agents arising from or relating to the Client's use of the Online Service or the transactions contemplated hereunder. This indemnity provision shall survive termination of this Online Agreement.

#### 10. MISCELLANEOUS

10.1. The Client shall not be permitted to amend the terms of this Online Agreement. The Company may amend the general terms and conditions of this Online Agreement. By continued access to and use of the Online Service, the Client agrees to any such amendments to this Online Agreement.

10.2. This Online Agreement is the entire Agreement between the parties relating to the subject hereof, and, except with respect to the Client Account Agreement between the parties, all prior negotiations and understandings between the parties, whether written or oral, are hereby merged into this Online Agreement. Nothing in this Online Agreement shall be deemed to supersede or modify any party's rights and obligations under the Client Account Agreement.

#### 11. GOVERNING LAW

This Online Agreement shall be governed by the laws of Seychelles.

#### 12. ACCEPTANCE OF ONLINE AGREEMENT

This Online Agreement shall constitute an effective contract between the Company and the Client upon acceptance by an authorized officer of the Company.

#### 13. RECIPIENT ACKNOWLEDGMENTS AND SIGNATURE

The Client hereby declares that the Client has read and fully understands and agrees to all the terms and conditions of this Online Agreement set forth above.

Each of the undersigned herein agrees to the terms and conditions as set forth in this Online Access Agreement.

## MOBILE TRADING AGREEMENT

This Mobile Trading Agreement (the "MT Agreement") sets forth the terms and conditions under which the Company shall permit the holder of one or more accounts with the Company ("the Client") to have access to accounts, through mobile devices. This MT Agreement sets forth the terms and conditions under which the Company shall permit the Client electronically to monitor the activity, place orders and/or execute transactions for the Client's accounts (collectively, the "Mobile Trading Service"). For purposes of this MT Agreement the term "Mobile Trading Service" includes all software and communication links, or any of its functions, downloaded onto the Client's mobile device and in consideration thereof, the Client agrees to the following:

### 1. GENERAL

1.1. By entering into and signing this MT Agreement, the Client agrees to use the Mobile Trading Service solely for the purpose of accessing accounts via the mobile device. The Mobile Trading Service is provided for specific mobile devices that can be viewed on the Company's website. The Client agrees to use the Mobile Trading Service strictly in accordance with the terms and conditions set by the Company's Client Account Agreement and all other documents that collectively form the agreement between the Company and the Client ("AOD"), as amended from time to time. Client also agrees to be bound by any rules, procedures and conditions established by the Company concerning the use of the Mobile Trading Service.

1.2. This MT Agreement shall be exclusively applied to the Client's use of the Mobile Trading Services, in addition to the terms set by the Company within Online Access Agreement. Unless separately defined in the MT Agreement, expressions capitalized in the MT Agreement shall have the meanings given to them in the AOD. In cases of any inconsistency between the provisions of the MT Agreement and the provisions of AOD, insofar as it relates exclusively to the Client's use of Mobile Trading Service, the MT Agreement shall prevail.

1.3. The Client acknowledges that accessing accounts using a mobile device is at his/her own risk and that such access will not be error free or always operate as expected.

### 2. ACCESS AND SECURITY

2.1. For using Mobile Trading Service, the Client should hold accounts and have available access to the Username/Login and Password. Mobile Trading Service may offer limited functionality and information compared to the functionality and information available by accessing accounts, using Online Service.

2.2. The functionality and information provided when accessing accounts through Mobile Trading Service are subject to change without prior notice.

2.3. The Client understands and accepts that the Mobile Trading Service may be provided through Service Providers. All information shall be treated with confidentiality at all times, and furthermore the Client undertakes to indemnify the Service Providers and the Company against any and/or all losses, expenses, damages, any inaccuracy, error or delay in, or omission, non-performance, interruption of any such data, information or messages or the transmission or delivery of any such data, information or messages; and/or any losses and/or damages arising from and/or occasioned by any such inaccuracy, error, delay, omission, non-performance, interruption in any such data, information or message, due to either to any negligent act or omission or to any condition of force majeure or any other cause, whether or not within the Company or any Service Providers' control.

2.4. The Client acknowledges and agrees that the Mobile Trading Service is provided without any representations or warranties, to the extent permitted by law, as to the compatibility, security and accuracy of the Mobile Trading Service. Any material downloaded or otherwise obtained through the use of the Mobile Trading Service is carried out at the Client's own discretion and risk.

### 3. RESPONSIBILITIES AND LIABILITIES

3.1. Mobile Trading Service is not directed at or intended to be used by any person in any jurisdiction or country where such use and/or distribution would be contrary to local law and/or regulation. It is the Client's responsibility to ensure that using Mobile Trading Service would not be in a breach with any local law or regulation to which the Client is a subject to.

3.2. The Client agrees that the use of Mobile Trading Service shall not lead, in any way, to the encouragement, procurement or carrying out of any criminal or unlawful activities. Furthermore, the Client agree that the use of Mobile Trading Service will not cause damage to Mobile Trading Service or our servers, systems or equipment or those of third parties, nor access or attempt to access any users' data or to penetrate or attempt to penetrate Mobile Trading Service's security measures.

3.3. The Client is responsible for keeping the Username and Password of accounts confidential at all times ensuring that all reasonable steps are taken in order to prevent fraudulent use of this information. Any access to accounts, using the Client's Username and Password, will be deemed to have been done by the Client. In cases where the Client suspects that the information has been obtained by any other person without the Client's consent, it is the Client's responsibility to notify the Company immediately. In failing to do so, the Client will be liable for any such "unauthorized" access to accounts.

3.4. The Client hereby accepts any and all risks, including but not limited to, failure or damage to hardware, software, and communication lines of systems while using Mobile Trading Service. The Client further acknowledges full liability for any losses, costs, or expenses which may arise directly or indirectly from the Client's use of, or reliance on, the Information provided by the Mobile Trading Service.

3.5. The Client is responsible to notify the Company in the event of a delay or defect in or failure of the whole or any part of the Mobile Trading Service.

### 4. THIRD PARTIES

Mobile Trading Service may be provided by a distributor or other third party. The Client's personal data used for the purpose of accessing accounts will be treated with a strict confidentiality. In cases where the Mobile Trading Service is provided by a distributor or a third party, the Company will do its outmost as to ensure that such information is treated in the same manner. However, the Client should acknowledge that such personal data may be passed by the third party service provider according to the agreement so signed between the Company and the third party service provider in order to effect the service, and/or personal data may be passed onto third parties in cases where it is so required by law or court order at such given time and place.

### 5. INDEMNITY

5.1. The indemnity provision in this clause applies exclusively to this MT Agreement and is separate from and in addition to the indemnity provision set out within the AOD. In case of any conflict between the

indemnity provision of the MT Agreement and AOD to the extent where the provisions relate to the subject matter of the MT Agreement, the provisions in the MT Agreement will prevail.

5.2. The Company does not warrant that any software downloaded onto the Client's mobile device will operate without interruption or be error free nor implicitly guarantee any level of service. Additionally the Company does not guarantee as to the accuracy, suitability, reliability, completeness, or performance of the Mobile Trading Service. The Mobile Trading Service may be adversely affected by factors such as the limitations of the Client's mobile device, network performance and other factors which are beyond the Company's control and may fail to operate satisfactorily or at all. The Company will not be liable to any planned or unplanned downtime or any outages on any mobile device network or in cases where the Client is not in an area of mobile coverage, at any given time or place.

5.3. The Company will have no liability in relation to any loss or damage that may result due to any delay or defect in or failure of the whole or any part of Mobile Trading Service, provided that the occurrence of the delay, defect or failure was beyond the Company's reasonable control. However, in cases where any defect of failure of the Mobile Trading Service, which is beyond the Company's reasonable control, results in disagreement between records kept by the Company and those of the Client, the version of events supported by the Company's records will prevail.

## 6. CHARGES

The Client acknowledges that Mobile Trading Service may be subject to charges in cases where the access is obtained when in different jurisdictions, however, the Company will not apply any charge for the use of the Mobile Trading Service.

## 7. SEVERABILITY

In cases where any provision of this MT Agreement is determined to be void or unenforceable, the remaining provisions set by AOD shall remain valid and be given full force and effect.

## 8. VARIATIONS TO THIS AGREEMENT

The version of MT Agreement posted on the Company's website will be considered as the version that will be in force at any given time. Terms of the MT Agreement may be amended at any time. Any such amendment will be published on the Company's website and Client acknowledges and agrees that the first transaction effected in any of the Client's accounts, initiated by the Client, following any such amendment, shall constitute the Client's acceptance of the change. Should the Client wish not to be governed by the amended MT Agreement, it is the Client's responsibility to cease using the Mobile Trading Service immediately.

## 9. TERMINATION

9.1. The Company reserves the right to suspend or terminate the Client's access to or use of Mobile Trading Service, in addition to the Client's access to Online Trading Platform, if the Company determines, in its sole discretion, that the Client has in any way breached the agreement between the parties based on any of the terms and conditions so accepted by the Client.

9.2. The Company may terminate all or part of Mobile Trading Services at any time. The Company shall not be liable to the Client or any other person if any or all Mobile Trading Service is modified or terminated.

10. GOVERNING LAW

This Agreement is governed by laws of Seychelles and subject to the jurisdiction of the Seychelles courts. Thus, this Agreement has been thoroughly read, understood and accepted by the Client on the signing of the MT Agreement.

## RISK DISCLOSURE STATEMENT

This brief statement does not disclose all risks and other significant aspects related to trading with Financial Instruments such as futures, options, commodities, contracts for differences, foreign exchange and other instruments ("Financial Instruments"). In light of the risks, the Client should undertake such transactions only if the Client understands the nature of the Financial Instruments (and contractual relationships) into which the Client is entering and the extent of the Client's exposure to risk.

Trading with Financial Instruments is not suitable for many members of the public. The Client should carefully consider whether trading is appropriate for the Client in the light of the Client's experience, objectives, financial resources and other relevant circumstances.

### 1. FUTURES

#### 1.1. Effect of "Leverage" or "Gearing"

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the future contracts so that transactions are "leveraged" and "geared." A relatively small market movement will have a proportionately larger impact on the funds deposited or will have to be deposited by the Client; this may work against the Client as well as for the Client. The Client may sustain a total loss of initial margin funds and any additional funds deposited with the Company to maintain the Client's open positions/transactions. If the market moves against the Client's open positions/transactions or margin levels are increased, the Client may be called upon to pay substantial additional funds on short notice to maintain the Client's open positions/transactions. If the Client fails to comply with a request for additional funds within the time prescribed, the Client's open positions/transactions may be liquidated with a loss and the Client will be liable for any resulting deficit.

#### 1.2. Risk-reducing orders/requests or strategies

The placing of certain types of orders/requests (e.g., "stop-loss" order/request, or "stop-limit" order/request, where permitted) which are intended to limit losses of open positions/transactions to certain amounts, may not be effective because market conditions may make it impossible to execute such orders/requests. Strategies using combinations of positions/transactions, such as "spread" and "straddle" positions/transactions may be as risky as taking simple "long" or "short" positions/transactions. The Client should get familiar with the execution venues related to specific types of orders/requests.

### 2. OPTIONS

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. "put" or "call") which they contemplate trading and the associated risks. The Client should calculate the extent to which the value of the options must increase for the Client's open position to become profitable, taking into account the premium and all transaction costs. The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future contract, the purchaser will acquire a futures open position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, the Client will suffer a total loss of the Client's investment which will consist of the option premium plus transaction costs. If the Client is contemplating purchasing deep-out-of-the-money options, the Client should be aware that the chance of such options becoming profitable ordinarily is remote. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is



fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a future contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited. Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

### 3. OFF EXCHANGE TRANSACTIONS / OTC

The Company is acting as the Client's counterparty to the off exchange ("OTC") transaction. It may be difficult or impossible to liquidate an existing open position/transaction, to assess the value, to determine a fair price or to assess the exposure to risk and for these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime due to the fact that there is no exchange or central clearing house to support the transaction. Before the Client undertakes such transactions, the Client should familiarize himself/herself with applicable rules and related risks. The Client should get familiar with the execution venues related to specific types of orders/requests and Financial Instruments.

### 4. FOREIGN EXCHANGE

4.1. Foreign Exchange can be highly volatile and transactions therein carry a substantial risk of loss.

4.2. The high degree of "gearing" or "leverage" which is often obtainable in trading stems from the payment of what is comparatively modest deposit or margin when compared with the overall contract value. As a result, a relatively small market movement can, in addition to achieving substantial gains, where the market is in the Client's favor, result in substantial loss which may exceed the Client's original investment where there is an equally small market movement against the Client.

4.3. The Client's risk exposure increases if the Client's transactions are denominated in a foreign currency or in a basic currency.

4.4. The Client should get familiar with the execution venues related to specific types of orders/requests and Financial Instruments.

### 5. CONTRACT FOR DIFFERENCES (CFDs)

5.1. Financial instruments can also be traded as contracts for differences ("CFDs"). These can be futures and options on the FTSE100 index or any other index or share, as well as currency and interest swaps. However, unlike other futures and options, these contracts can only be settled in cash. Investing in CFDs carries the same risk as investing in futures or options and Client should be aware of these as set out above. Transaction in CFDs may also have a contingent liability and the Client should be aware of the implication of this.

5.2. The Client should get familiar with the execution venues, costs and any other information related to specific types of orders/requests and Financial Instruments.

## 6. ADDITIONAL RISKS

### 6.1. Terms and conditions of contracts

The Client should request from the Company to be provided with the terms and conditions for trading with the specific Financial Instrument and type of account as well as associated obligations (e.g. the circumstances under which the Client may become obligated to make or take delivery of the underlying interest of a future contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances, the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

### 6.2. Suspension or restriction of trading and pricing relationships

Market conditions (e.g. liquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading for any Financial Instrument, trading hours, dealing hours etc. may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset open positions/transactions. If the Client has sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair" value to the transaction. It may be difficult or impossible to liquidate an existing open position/transaction, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Market conditions are related to all types of Financial Instruments.

### 6.3. Deposited cash and property

The Client should get familiarized with the protections of the Client's money or other property deposited by the Client for trading with Financial Instruments, particularly in the event of a firm's insolvency or bankruptcy. The extent to which the Client may recover the Client's money or other property may be governed by specific legislation or local rules. In some jurisdictions property which had been specifically identifiable as the Client's own property will be appropriated in the same manner as cash for purposes of distribution in the event of a shortfall.

### 6.4. Commission and other charges/costs

Before the Client begins to trade, the Client should obtain a clear explanation of all commissions, fees and other charges/costs for which the Client will be liable. These charges/costs will affect the Client's net profit (if any) or increase the Client's loss.

### 6.5. Limiting losses

Where permitted, placing a stop-loss order/request will not necessarily limit the Client's losses to the intended amounts, for market conditions may make it impossible to execute such orders/requests at the stipulated price. A spread, straddle or hedge position/transaction may be risky as a simple long or short position/transaction and can be more complex.

#### 6.6. Transactions

Transactions with Financial Instruments on specific markets may expose the Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection.

Before the Client begins to trade, the Client should enquire about any rules relevant to the particular transactions related to specific Financial Instruments. The Client's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where Client's transactions have been effected.

#### 6.7. Currency risks

The profit or loss for transactions in foreign currency-denominated contracts will be affected by fluctuations in currency rates when there is a need to convert from the currency denomination of the contract into another currency.

#### 6.8. Trading facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the orders/requests routing, execution, matching, registration or clearing of transactions. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Client may ascertain losses and the ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms.

#### 6.9. Electronic trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If the Client undertakes transactions on an electronic trading system, the Client will be exposed to risks associated with the specific electronic trading system including the failure of hardware and software. The result of any system failure may be that the Client's orders/requests are either not executed according to the Client's instructions or are not executed at all.

### 7. ACKNOWLEDGMENT

By signing this Risk Disclosure Statement, the Client understands that profits from trading are not guaranteed and that past results do not assure future profitability, and the Client understands the high risks involved with trading with Financial Instruments. The Client acknowledges and confirms that the Client has fully read and understood the Risk Disclosure Statement.