Prime Intermarket Group Eurasia
6 St Denis Street, 1/F River Court, Port Louis,
Mauritius

FXIFY Markets

PRIME INTERMARKET GROUP EURASIA
Client Agreement

Version: 1.0
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CLIENT AGREEMENT - TERMS AND CONDITIONS

Introduction

Prime Intermarket Group Eurasia (hereafter the "**Company"**) is a limited liability company incorporated and registered under the laws of Mauritius, with registration number 222033 and a registered address at 6 St Denis Street, 1/F River Court, Port Louis, Mauritius.

The Company is authorised and regulated by the Financial Services Commission, Mauritius (hereafter the "**FSC**") under licence number GB24204066 for the provision of the investment services specified in this Client Agreement (hereafter the "**Agreement**").

Acknowledgement

This Agreement will take effect on the date that you ("**the Client**") receive and agree separately to its terms or, if earlier, on the date when the Company first provides you with its Services.

The Client acknowledges that he/she has read, understood, and accepted the terms and conditions of this Agreement as amended from time to time, in addition to any information contained within the Company's website available at https://fxifymarkets.com/

These Terms and Conditions, together with the following documents and any other appendices added to this Client Agreement, set out the terms upon which the Company will offer its Services to the Client, the rights and obligations of both Parties, and govern the relationship and trading activity between the Company and the Client. By completing and signing the Application Form or by ticking the relevant "Continue" box online, the Client acknowledges having read, understood, and agreed to be legally bound by the Agreement:

i. The Risk Disclosure and Warning Notice
ii. Client's Orders/Instructions/Execution of Orders and Transfer of Funds
iii. Account Opening Procedures
iv. Privacy and Data Protection rules
v. Fees and Charges
vi. Transaction Settlements, Bonus Terms and Conditions and Trading Platform Usage
vii. Market Abuse
viii. Conflict of Interest
ix. Complaint Procedure
x. Any other specific terms and conditions relating to the Company, which are displayed on the website
xi. Any relevant software license
xii. Any additional terms and conditions issued by the Company, including those relating to trading accounts and/or other terms issued in respect of transactions contemplated by these Client's Agreement.

Documentation between the Company and the Client is in English, and the Company's website is also in English. Where the Agreement, any supplementary documentation, or the website has been translated into a language other than English, the Client expressly agrees that the English language version shall prevail in the event of any conflict. For the Client's own benefit and protection, the Agreement should be read carefully and understood by the Client.

You should also not deal in the products or sign up to our service described in this Agreement if you are residents of the USA, Iran, North Korea and other countries where restrictions apply.

For the avoidance of any doubt, this Agreement has the same legal effect and confers the same legal rights upon the parties as if it had been signed. The Client hereby acknowledges and agrees that by completing and submitting the account opening documentation forms of the Company fully agrees to be abide by and bound by the terms set out in this Agreement.

Scope of the Clients Agreement:

- The Client Agreement governs all the actions that relate to the execution of the Client's order.
- The Client Agreement is non-negotiable and overrides any other Agreements, arrangements, express or implied statements made by the Company unless the Company, in its sole discretion, determines that the context requires otherwise.

Definitions

The following words and phrases shall have the following meanings:

1. "**Account**" shall mean a trading account maintained by the Client with the Company.
2. "**Applicable Regulations**" means all relevant laws, rules, and directives in force from time to time in Mauritius, including but not limited to the Financial Services Act 2007, Securities Act 2005, the Financial Intelligence and Anti-Money Laundering Act (FIAMLA) 2002, the Financial Intelligence and Anti-Money Laundering (FIAML) Regulations 2018, the Financial Crimes Commission Act 2023, the Anti-Money Laundering and Countering the Financing of Terrorism Handbook, 2020, updated on 21 September 2022, the Guidelines on Implementation of Targeted Financial Sanctions Under the United Nations (Financial Prohibitions, Arms Embargo and Travel Ban) Sanctions Act 2019 on August 2020, The United Nations (Financial Prohibitions, Arms Embargo and Travel Ban) Sanctions Act 2019 and the FIU, Guidance Note 3 on Suspicious Transaction Report on 21 January 2014, as may be amended.
3. "**Ask Price**" shall mean the price at which the Client can execute a BUY Trading Operation for an Instrument, applicable to Trading Terminals allowing Trading Operations with a Spread.
4. "**Authorised Third Party Representative**" shall mean an individual person or legal entity who may act only on behalf of and in the name of the Client, under a valid Power of Attorney accepted by the Company.
5. "**Available Funds**" shall mean the sum displayed in the Bonus Account section of the Personal Account Management Portal, eligible for transfer to the Trading Account and subsequent use based on Trading Account rules.
6. "**Balance**" shall mean the sum of money on the Client's Trading Account excluding Open Positions, or the Equity of the Trading Account considering the results of all Closed Positions and Non-Trading Operations.
7. "**Base Currency**" shall mean the currency in a Currency Pair bought or sold for the Quote Currency, representing the numerator in a Currency Pair.
8. "**Bid Price**" shall mean the price at which the Client can execute a SELL transaction for an Instrument, applicable to Trading Terminals allowing Trading Operations with a Spread.
9. "**Bonus Account**" shall mean a designated Client's Account in the Personal Account Management Portal for displaying and managing various types of Bonuses and Available funds.
10. "**Company's website**" shall mean the Company's official website: https://fxifymarkets.com/
11. "**CFD Contract**" or "**CFD**" shall mean a contract (which for the purposes of this Agreement, be between you and us) which is a contract for difference by reference to fluctuations in the price of the relevant security or index.the contract mirrors the trading of an Underlying Security but which may only be settled in cash and does not involve the delivery of the Underlying Security.

12. "**Client**" shall mean any individual person, legal entity, or firm being a Client of Prime Intermarket Group Eurasia.
13. "**Company**" shall mean Prime Intermarket Group Eurasia, a limited liability company incorporated in Mauritius and regulated by the Financial Services Commission (FSC), Mauritius under licence number GB24204066.
14. “**Counter Currency (Quote Currency)**” shall mean the currency used for buying and selling Base Currency in a Currency Pair.
15. “**Currency Pair**” shall mean two currencies participating in a Trading Operation, represented by a Base Currency and a Counter Currency.
16. “**Dealer**” shall mean a Company employee authorized to quote, monitor Trading Operation accuracy, handle complaints, and explain trading situations.
17. "**Equity**" shall mean the aggregate of (i) the Balance; and (ii) unrealized profit or loss on open positions (after deduction of any charges and the application of any Spread on closing of a position).
18. “**External Client’s Account**” shall mean a current account held by the Client in a financial institution or electronic payment system.
19. "**Financial Instruments**" shall mean Contracts for Differences (CFD) on Cryptocurrencies, currency pairs, Stocks, Indices, Metals, Energies, Agricultural Goods, ETF, or any other commodities available for trading.
20. “**Fixed Price Execution (Upon Request)**” shall mean trading Operations execution where the Client confirms their intention to trade at a specific price provided by the Company.
21. “**Inactive Account**” shall mean a Client’s Account not used for Trading or Non-Trading Operations for 90 calendar days, subject to servicing commission.
22. “**Instrument (financial instrument)**” shall mean a Spot or CFD Instrument used for Trading Operations, specified on the Company’s Website.
23. “**Instant Execution**” shall mean trading Operations execution where the Client confirms trading at the current market price.
24. “**Leverage**” shall mean the ratio between the volume of a Trading Operation and the amount of Initial Margin.
25. “**Liquidity Provider**” shall mean a third party that we pass our trades to, in order to cover or hedge the Transactions carried out on behalf of the Clients or with whom the Company otherwise deals in relation to the Transactions
26. "**Margin**" shall mean the necessary funds so as to open or maintain open positions in a CFD Transaction. Margin requirements may change from time to time at the discretion of the Company, depending on market conditions or regulatory requirements.
27. "**Margin Level**" shall mean (Equity/ Margin) * 100; it determines the conditions of the Client’s Account.
28. "**MTF**" means a multilateral system operated by an investment firm or market operator, which brings together multiple third−party buying and selling interests in Financial Instruments in the system, in accordance with non− discretionary rules, in a way that results in a contract.
29. “**Multiplier**” is the ratio between trade amount percentage change Underlying Asset price, Base Currency price percentage change. The latest information about the maximum sizes of Multipliers for each Instrument is published on the Company’s Website and set on its trading servers. Trading server’s information will prevail in case there are any discrepancies.
30. “**Non-Trading Operation**” is an operation of funds transfer to and (or) writing funds off from a Client's Trading Account as well as other Operations not connected directly with a Trading Operations execution.
31. “**Open Position**” is an amount of the Instrument purchased (or sold), not covered by the opposite sale (purchase) of the same Instrument in the same amount and (or) volume; the result of execution of the first part of a round-trip trade (Trading Operations of position opening). As a result of opening a position the Client has liability to a) conduct a contrary Trading Operation closing the position of the same value; b) maintain the Margin Level not less than the one established by the Company (for the terminals using this notion).
32. “**Order (Pending Order, Limit, Level)**” is a Client's conditional Order to conduct a Trading Operation if the conditions, set by the Client in the Client's Trading Terminal are met; it is implied that such an Order shall be executed at an unspecified time in the future in accordance with the Orders execution process described by this Agreement. Available Order types depend on the Trading Terminal chosen by the Client.

33. “**Paying Agent**” is a third party assigned by the Company for transferring to and (or) writing off from the Client's Trading Account.
34. “**Personal Account Management Portal**” is a specialized software and hardware complex used to store the Client’s identification data, which enables the Client to generate notifications for the Company related to sending documents or remitting funds as well as to instruct the Company to debit funds from the Trading Account. Personal Account Management Portal is located on the Company’s Website in a section equipped with a special cryptographic protection to restrict access and ensure confidentiality of the data.
35. “**Point (Pip)**” is one of the smallest significant Quote units which is 0,0001 or 0,01 depending on the Instrument. A change of a Quote for 1 (one) unit of the junior category means a change for 1 (one) Pip.
36. “**Power of Attorney (POA)”** is a legal document granting another person access to the Client’s account, which the parties have agreed to in writing.
37. “**Price Feed**” is a Quotes series sent to the Trading Terminal including all Quotes provided by the Company to the Clients upon their requests and all prices of actually conducted Trading Operations.
38. "**Quote**" shall mean the bid and ask prices at which a Financial Instrument can be bought and sold.
39. “**Realized (Fixed) Financial Result**” is a Financial Result on Round Trips. Negative Financial Result on Round Trips is Client’s loss, a positive one is a profit.
40. “**Round Trip**” is a combination of two contrary Trading Operations with the same volume (opening a position with its subsequent closing): purchase with the subsequent selling or selling with the subsequent purchase regarding the position with the same Ticket (ID).
41. "**Underlying Asset**" means property of any description (including a currency or currency pair) or an index or other factor designated in a CFD Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD Transaction;
42. "**Services**" shall mean the services to be provided by the Company under this Agreement specifically referred to in clause 1.
43. “**Short Position**” is selling of Instrument expecting that its price (value) will go down.
44. “**Spot Instruments**” are Currency Pairs and metals which participate in Trading Operations according to the rules of the spot market. A list of Spot Instruments used by the Company is specified on the Company’s Website and on its trading servers. Trading server’s information will prevail in case there are any discrepancies.
45. "**Spread**" means the difference between the lower bid price and higher offer price of a quoted two−way price for a Financial Instrument.
46. “**Stop-Out**” is a mandatory closing of the Client's positions at current market prices when an acceptable Level of losses is reached. Rules of mandatory closing of the Client's positions can vary depending on the used Trading Terminal and are described in Appendices to the Rules of Trading Operations.
47. “**Stop-Out Level**” is an amount of loss on the Open Position (Positions) of the Client expressed as a percentage which is in case of reaching triggers mandatory closing of the Position (Positions) by the Company at the Actual price without a prior notification of the Client. Stop-Out Levels for each Trading Terminal are specified on the Company’s Website and set on the Company’s Server. In case of any inconsistencies the information specified on the Company’s Server shall prevail.
48. “**SWAP**” is a rollover of an Open Position of a Client to the next day. The Order and the terms of SWAP are established by the Company for each type of the Trading Terminal.
49. "**Regulated Market**" shall mean a Regulated Market (“**RM**”) is a multilateral system that is operated or managed by a market operator and that brings together or facilitates the bringing together of multiple third−party buying and selling interests in Financial Instruments within the system.
50. "**Trading platform**" shall mean any online trading platform made available by the Company under the Agreement.
51. “**Trading Account (Client’s account)**” is a special Client’s Account in the record keeping system of the Company used by it for keeping track of all Non-Trading Operations results, trading results, Open Positions, Orders and other actions and requests of a Client that contemplated by this Agreement and its Appendices.
52. “**Trading Day**” is a time span from 21:00:00 to 20:59:59 (GMT), except weekends and holidays. The opening and closing time of Trading Day can be shifted for 1 hour during winter and summer time

transition. The latest information about weekends and holidays is represented on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies.

53. "**Trading Hours**" is a time span during which Trading Operations execution or Order placement for an Instrument is possible. The trading interval for each Instrument is specified on the Company's Website and set on its trading servers. Trading server's information will prevail in case there are any discrepancies. During Non-Trading Hours Trading Operations execution and Order placement (modifications) is impossible.
54. "**Trading Operation**" is a conversion over-the-counter operation with financial instruments performed between a Client and the Company in non-deliverable mode, i.e. an operation implying BUYing or SELLing an Instrument, where the terms «buy» or «sell» are considered technical terms as there is no transfer of ownership of an Instrument. Trading Operations are conducted at the Company's location.
55. "**Trading Operation Volume**" is an amount of the Instrument which is being sold or bought in lots, units of measurement of the corresponding Instrument or a trade amount in the currency of a Balance (depending on the used Trading terminal).
56. "**Trading Terminal**" is specialized software and hardware, which enables a Client to agree with the Company via the global computer network regarding significant terms and conditions of Trading Operations executed within the framework of this Agreement as well as to record the approved terms and conditions, set and cancelled Orders. The Trading Terminal allows to receive financial information from international financial markets, send instructions to the Company and receive confirmations and reports from the Company. The Trading Terminal shall provide the identification of the Parties (authentication of the Parties) that exchange messages as well as the confidentiality and integrity of messages with the help of built-in tools of cryptographic protection. The specified software and hardware sets include information and trading platforms MetaTrader4, MetaTrader5 as well as other systems recommended for usage by the Company for the purpose of the Agreement execution for execution of Financial Instruments as defined on (19).
57. "**Underlying Asset**" is an asset which is in the base of an Instrument and which is bought or sold while conducting Trading Operations. "Underlying Asset" means the asset on which a CFD or other financial instrument can be represented by currency (Base Currency), stocks, commodities, indices, futures as well as other objects, factors and circumstances according to the list approved by the Company, provided that trading occurs through CFDs and not through direct ownership or transfer of virtual assets.
58. "**Unrealized (Floating, Current) Financial Result (Floating Profit/Loss)**" is a Financial Result for Open Positions at current prices of the Instruments. Negative Financial Result for Open Positions is a Floating Loss, a positive one is a Floating Profit.
59. "**Withdrawal Type**" is one of the types of Funds Withdrawal provided to a Client in his or her Personal Account Management Portal.

The terms used in the text of this Agreement and which definitions are not present in this Section shall be construed in accordance with general business conduct and practice applied in regard to trading on the exchanges and dealing with financial derivatives.

1. Services

1.1. The Company shall carry on business as dealing in securities, acting as principal and not as an agent for the following:

a. To make or offer to make an Agreement with another legal person to enter into or offer to enter into an Agreement, for or with a view to acquiring, disposing of, subscribing for, or underwriting securities or in any way that affects or causes to effect a securities transaction.

b. Without limiting the generality of the above point, to cause any sale or disposition of or other dealing or any solicitation in respect of securities for valuable consideration, whether the terms of payment be on margin, instalment or otherwise or any attempt to do any of the foregoing.

c. To participate as a securities dealer in any transaction in a security occurring upon a securities exchange.

d. To receive as a securities dealer an order to buy or sell a security which is executed.

e. To manage a portfolio of securities for another Company on terms under which the first mentioned Company may hold property of the other.

1.2. The services of paragraph 1.1 shall involve transactions in Financial Instruments not admitted to trading in Regulated Markets or an MTF and are over the counter ("**OTC**") traded instruments such as CFDs or any other Financial Instruments or commodities.

2. Risk Disclosure & Warning Notice

2.1. It is important for the Client to understand the risks involved before deciding to enter into a trading relationship with the Company. If the Client chooses to enter into a trading relationship with the Company, the Client should carefully consider the risk appetite and be aware of the risks involved, investment objectives, level of experience and be able to have adequate financial resources to bear such risks.

2.2. The Financial Instruments offered by the Company are high–risk products that are traded on margin and carry a risk of losing all Client's initial deposit. These kinds of products can fluctuate significantly and present a high risk of capital loss; therefore, these products may not be appropriate or suitable for all Clients and the Clients should seek independent advice should they be not able to understand the risks involved.

2.3. General Risks and Acknowledgments: The Client acknowledges, understands, agrees, and accepts the risks including but not limited:

a. The Company does not and cannot guarantee that funds deposited in the Client's Account for trading will not be lost as a result of the Client's transactions.

b. The Client acknowledges that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

c. The Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts that he/she is willing to undertake this risk.

d. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said Information refers. Past performance is not a reliable indicator of future performance of any Financial Instrument.

e. The Client is hereby advised that the transactions undertaken through the dealing services of the Company may be of speculative nature. Large losses may occur in a short period of time and may be equal to the total value of funds deposited with the Company.

f. Some Financial Instruments may not become immediately liquid, for example, as a result of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks. CFDs on cryptocurrencies as underlying assets may be subject to higher volatility and liquidity risk than other asset classes.

g. When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price, and performance.

h. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.

i. The Client should not purchase a Financial Instrument unless he/she is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.

j. Under certain market conditions (for example but not limited to the following situations: Force Majeure event, technical failure, communications network failure, poor or no liquidity, market news or announcements etc.) it may be difficult or impossible to execute an order.

k. Should the equity of the Client be insufficient to hold current positions open, the Client may be called upon to deposit additional funds at short notice or reduce exposure. Failure to do so within the required time may result in the liquidation of positions at a loss and the Client will be liable for any resulting deficit.

l. Trading on−line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.

m. There is a risk that the Client's trades in Financial Instruments may be or become subject to tax and/or any other stamp duty, for example, because of changes in legislation or his/her personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his/her trades. The Company does not provide tax advice and bears no responsibility for any tax implication arising from trading activity.

n. Before the Client begins to trade, he/she should obtain details of all commissions and other charges for which the Client will be liable. If any changes are not expressed in money terms (but for example a spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific monetary terms.

o. The Company shall not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind.

p. There may be situations, movements and/or conditions occurring at the weekend, at the beginning of the week or intra−day after the release of the significant macroeconomic figures, economic or political news that make currency markets open with price levels that substantially differ from previous prices. In this case, there exists a significant risk that orders issued to protect open positions and open new positions may be executed at prices significantly different from those designated.

3. Account Opening Procedure

3.1 Before opening a new account, the Company provides to the Client via its website or through an email or in person with the required information regarding the Company and a copy of this Agreement. After logging on the website of the Company, the Client must complete and/or receive the application package which consists of the following:

a) Account Application Form,

b) Relevant information/documents of the Client,

c) Client Agreement.

3.2 The Company is required under the Financial Intelligence and Anti-Money Laundering Act 2002 (FIAMLA), the FIAML Regulations 2018, and any other Applicable Regulations to perform KYC and customer due diligence (CDD) procedures in order to verify the identity of each person who registers online via the Company's website. For this purpose, the Company will collect information about the Client such as (but not limited to) name, surname, address, telephone number, email, nationality, date of birth and other details.

3.3 When the Company receives the Client's completed online application form, it may use the information to conduct any further enquiries about the Client as the Company determines under the circumstances and its internal AML / CT related policies and procedures. The Company is required to carry out additional checks and periodic reviews as part of the customer due diligence process. The Client will need to co-operate with the Company and supply information and, or documentation requested promptly. The Company relies on the information that it is provided by the Client in the online application form or otherwise as being correct and not misleading at all times unless you notify us otherwise in writing. In particular, the Client must notify the Company as soon as possible in writing if any of the details provided to us in your application form or if your circumstances have subsequently changed.

3.4 The Company is not required to accept a person as its Client until all documentation and information it requires has been properly and accordingly provided by the Client, and all internal checks (including without limitation CDD and enhanced due diligence measure) have been duly conducted. During the Client identification and due diligence checks the Company shall verify the Client's identity by requiring a valid and up to date government issued Identification document such as a passport, driving license and/or identity card containing the Client's full name, personal photo, date of birth, Nationality, Place of Birth, identification document issue date and expiry date (if applicable), identification document number, and a separate document as evidence of the Client's residential address, such as a recent (within the last 3 Months) utility bill or bank statement. The information in these documents should agree with the details submitted in the Client's application. In certain circumstances we may require this information to be authenticated by an appropriate third party. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries where the risk of money laundering may be higher.

3.5 The Company will assess the information and documentation provided / uploaded by the Client during the Account Opening Procedure in order to determine whether the Client is eligible or not to invest and/or operate a trading account with the Company. The Client's trading account will be opened following the assessment and completion of the KYC and other applicable due diligence procedures as per the Company's internal AML/CFT related policies and procedures and as per the Regulatory requirements.

3.6 The Client also warrants that:

(i) the money used to fund the trading Account has not been or will not be derived from nor is related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Mauritius' law, international law or convention, or by agreement; or

(ii) the proceeds of any investment will not be used to finance any illegal activities.

3.7 The following figures on the trading Account are calculated on real time and are detailed as follows:

<u>Balance:</u> (which does not include the unrealised P&L of the current open positions)

= Deposits – Withdrawals + Realised Total P&L of closed positions (but does not include the unrealised P&Ls on the open positions)

<u>Available Balance:</u> (which means amount available to be used for new positions or to withdraw)

= Balance + Unrealised Total P&L on open positions + daily Overnight Funding rate for all open positions x number of days – Total of Initial Margins

<u>Net P&L:</u> (which means the profit and loss for all open positions)

= the total of (P&L + daily Overnight Funding rate x number of days)

<u>Equity:</u> (which means the current account valuation when all positions are liquidated)

= Balance + Net P&L

3.8 The Client's 'Available Balance', 'Net P&L' and 'Equity' are constantly calculated in line with the market movements. If the 'Equity' falls below the total of Initial Margin requirements you will receive an Alert when you log onto your Trading Account and your positions are at risk of being liquidated. If the "Equity" touches or falls below the total of Maintenance Margin requirements your positions are at immediate risk of being liquidated.

3.9 It is the Client's responsibility to ensure that the trading account is sufficiently funded at all times, especially during volatile periods.

3.10 Currency Conversion: If any of the client's positions are denominated in a currency other than the Base Currency of the trading Account, the unrealised P&Ls will be continually valued in the account's Base Currency based on the applicable Company foreign exchange rate. The statement will then also value all the positions in the accounts Base Currency.

3.11 Client Categorisation

3.11.1. The client understands and accepts that each category of Clients has its individual level of regulative protection acknowledging that Retail Clients have the highest level of protection whereas Professional Clients are considered to be more experienced, informed, skilled and able to estimate their risk, therefore are provided with a lower level of protection.

3.11.2 The Company will treat the Client as a Retail Client or Professional Client depending on how the Client completes the Application Form.

3.11.3. The Client accepts that when categorising the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Application Form and the Client has the responsibility to immediately notify the Company in writing if such information changes.

3.11.4 The Company has the right to review the Client's Categorisation and change his Categorisation if this is deemed necessary (subject to Applicable Laws).

3.12 Fees and Charges

3.12.1 The Client shall be required to pay the charges as agreed from time to time, any fees or other charges imposed by third parties during the execution of the services. The Company's current charges including spreads, charges, interest, and other fees are published on the Company's website and any alteration to charges will be notified to the Client via the Company's website or via the trading platform terminal or via an email sent to the Client's registered address used during the registration process. By accepting this Agreement, the Client acknowledges that he has read, understood and is in Agreement with the fees and charges uploaded on the Company's website. The Client further agrees that the Company is entitled to change its charges without any consultation or prior consent from the Client.

3.12.2 The Company is compensated for its services through the Buy/Sell (Ask/Bid) spread, so when you open a position in a specific instrument, you essentially "pay" the spread. The spread rates per instrument can be viewed by the Client at any time on the Company's website.

3.12.3 Subject to the Financial Instruments traded by the Client, the following charges may be incurred:

Spread: The difference between the bid (buy) and ask (sell) price on a specific instrument. This cost is realized each time the Client opens and closes a trade.

Commission (applicable only to CFDs on futures and shares): A fee charged when buying and selling a Financial Instrument.

Currency Conversion: Costs incurred when converting realized profits, losses, and any charges denominated in a currency other than the base currency of the Client's Account.

Overnight Financing / Swap / Rollover Charges: Applied for keeping a position open overnight. Depending on the instrument, the swap cost may be positive or negative. This fee is applied at 23:59:59 server time and may be revoked at the Company's discretion without prior notice.

3.12.4 Subject to any amounts for which you are liable under this Client Agreement and the amount of the Maintenance Margin required, any money standing to the credit of your Trading Account will be remitted to you upon your request subject to our minimum withdrawal amount. Where you do not make such a request, the Company will be under no obligation to, but may, in our absolute discretion, remit such money to you. The manner in which we remit money to you will be in our absolute discretion. The Company may require payments to be made to an account in your name and from which you originally remitted funds to us and may request evidence from you that such an amount is in your name before effecting such payment. We may remit funds back to the payment method used for the deposit. You can make four (4) withdrawals from your Trading Account free of charge each calendar month. For each subsequent withdrawal you request, we reserve the right to charge you a fee per withdrawal. Details of the applicable fees and the minimum withdrawal amount are displayed on our website and on the Trading Platform for your reference at all times.

3.12.5 Payments by you to the Company in accordance with this Client Agreement must be made without any offset, counterclaim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. Should you be required to make any form of deduction in respect of tax from any payment to be made or if Company is required to pay any tax in respect of any payment made in relation to this Client Agreement at your request, you agree to keep Company indemnified against that tax and agree to pay to Company any additional amounts required to ensure Company receives the full net amount that is equal to the amount Company would have received had a deduction, withholding or payment of tax not been made.

3.12.6 Trading Inactivity

The Company reserves the right to charge a monthly inactivity or maintenance fee of EUR 30.00 (or equivalent in the Client's base currency) for accounts meeting the inactivity criteria outlined below. This fee covers the maintenance of the trading account's continued availability.

An account will be considered inactive if, for a consecutive period of three months, any of the following conditions apply:

- No deposits, withdrawals, or trades have been performed.
- No login activity into the account.
- The account has not completed full KYC verification.
- The account is temporarily suspended for regulatory or internal reasons and not reactivated.

Additionally, an account may be deemed inactive immediately if:

- It is tied to unresolved legal or compliance matters.
- The Client fails to respond to a mandatory request from the Company.

The Company reserves the right to adjust the inactivity fees and its terms at any time. The Company will provide at least 10 days' prior notice before applying any inactivity fees via email or the online Client portal.

If an account will reach zero balance or will go into negative balance due to the charge of inactivity fees the Company may initiate its immediate closure.

The Company will notify the Client in writing of any account closure, with an email to the registered address serving as sufficient notice.

3.12.7 Residual Balances on Closed Accounts

- If a closed account has a residual balance of EUR 30.00 or less, the Company may use these funds to cover banking costs incurred during account closure.
- If a closed account has a balance greater than EUR 30.00, the Company will transfer funds only to the latest verified bank account on record, with standard banking charges deducted where applicable.
- The Company does not accept any liability for the Client failing to keep the Company updated with their account details.

3.12.8 Chargeback

(a) If we receive a chargeback from your credit card issuer or with respect to any other payment method for any reason, you acknowledge that we have the right, to:

(i) immediately close any and all of your open positions whether a loss or a profit and liquidate your Account with or without any notice; and/or

(ii) immediately place restrictions on your Account with or without any notice, including but not limited to: the restriction on making deposits using any payment method to your Account, even in cases of Margin Call, restrictions on requesting withdrawals, restrictions on opening new positions with the duration of the restriction to be set at the Company's discretion; and/or

(iii) terminate the Client Agreement.

(b) The Company cannot be held liable for any loss, cost, or charge incurred directly or indirectly from the exercise of our rights to place restrictions on your Account. You further agree that the exercise of our rights under this Client Agreement does not affect, diminish, influence or alter in any way our rights to make Margin Calls under this Client Agreement.

(c) We reserve the right to seek reimbursement from you, if we receive a chargeback from any credit card issuer or with respect to any other payment method. We may obtain such reimbursement by charging your Trading Account, deducting amounts from your future payments owed to you or obtaining reimbursement from you by any other lawful means.

3.12.9 Additional Termination Costs

- In the event of termination, the Client will be responsible for:
- Any outstanding fees and charges, pro-rated to the termination date.
- Any expenses incurred by the Company in the provision of services.
- Any additional costs arising from the termination process.
- Any losses incurred in settling outstanding obligations.
- Any other contractual obligations.

3.12.10 Client Responsibility

- The Client is responsible for keeping their account details up to date. The Company accepts no liability for losses due to outdated account information.
- The Client acknowledges and agrees that inactivity fees are applied in accordance with these terms.

3.12.11 Payment Terms

All payments under this Agreement must be made in a currency specified by the Company to a designated bank account.

3.12.12 Third-Party Fees

The Company may share charges with third parties, such as introducing brokers or affiliates, for services carried out on behalf of the Client. Details of such remuneration arrangements are available upon request.

4 Conflict of Interest

4.1 The Company will take all reasonable steps to identify and manage conflicts of interest between itself, including its managers and employees or other relevant persons as well as any person directly or indirectly linked to them by control, and their Clients or between one Client and another, that arise in the course of providing any of the Services under this Agreement, and to organize and control their internal affairs responsibly and effectively.

4.2 The Company will manage conflicts of interest fairly, between itself and its Clients, between itself and its employees and between its Clients and to organise and control their internal affairs responsibly and effectively in accordance with its Conflict−of−Interest Policy which may be accessible as per **Appendix A.**

5 Inducements

5.1 The Company shall take reasonable steps to ensure that neither it nor any of its employees or agents either offers or gives, or solicits or accepts, any inducement that is likely to conflict with any duties owed to its Clients. For this purpose, the Company does not receive or pay any fees, commissions, or non−monetary benefits in relation to the provision of the services to or by any third party, except Client, subject to clause 6.2.

5.2 The Company may pay and/or receive fees/commission to/from third parties, provided that these benefits are designed to enhance the quality of the service offered to the Client and not impair compliance with the Company's duty to act in the best interests of the Client. An indicative list of fees/commission to/from third parties which are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company's duty to act in the best interests of the Client may be regulatory levies, legal fees, bank and payment provider fees, liquidity providers' fees, platform fees etc.

5.3 A fee, commission or non−monetary benefit should only be paid or received where:

5.3.1 It is justified by the provision of an additional or higher−level service to the relevant Client, proportional to the level of inducements received.

5.3.2 It does not directly benefit the recipient firm, its shareholders, or employees without a tangible benefit to the Client.

5.3.3 It is justified by the provision of an on−going benefit to the relevant Client in relation to an on−going inducement.

5.4 The Company shall keep records evidencing the fees, commissions or non−monetary benefits paid or received by the Company which are designed to enhance the quality of the relevant service to the Client.

6 Client Money and Transfer of funds

6.1 The Company ensures to promptly place any Client money segregated from the Company's own accounts. The Company shall have separate bank accounts for client funds (Clients Accounts) and for the Company funds (Propriety Accounts) and opened with an approved bank and/or a payment provider that has been assessed by the Company and/or approved by the Company's Management. Any Client's money shall be paid into a segregated Client bank account denoted as "Client" bank account.

6.2 Unless the Client notifies the Company in writing or otherwise, the Company may pass on Client money or allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client money where the Company transfers the Client money

(a) for the purposes of a transaction for the Client through or with that person; or

(b) to meet the Client's obligations to provide collateral for a transaction (e.g. a margin requirement for a derivative transaction).

By accepting this Agreement, the Client gives his consent and authorizes the Company, where applicable, to transfer/hold his funds in other parties or business partners i.e., liquidity providers for settlement purposes. The Company shall not be liable for the solvency, acts, or omissions of any institution with which Client money is held.

6.3 The Company shall exercise due care and diligence in selecting third parties for the placement of client money; however, the Company shall not be liable for any loss arising from the insolvency or default of such third party, provided that due care and diligence were exercised in its selection and monitoring.

6.4 By entering into this Agreement, the Client agrees that the Company will not pay the Client interest on Client money or any other unencumbered funds.

6.5 Any amounts transferred by the Client to the Client's bank account will be deposited in the Client's Account at the "value date" of the received payment and net of any deduction/charges by the Client's bank account providers. In case the Client's account reaches a stop–out during the processing period of the deposit, the Company bears no responsibility for any losses suffered. Deposits are generally processed within 1–3 business days, and withdrawals within up to five (5) business days, depending on payment method and intermediary banks.

6.6 The Company acts in accordance with the Applicable Regulations thus the transfer of funds and transactions are carried out based on these rules. For this purpose, Client's withdrawals should be made using the same method used by the Client to fund his Client Account and to the same remitter. The Company reserves the right to decline a withdrawal with a specific payment method and will suggest another payment method where the Client needs to proceed with a new withdrawal request or request further documentation while processing the withdrawal request. Where applicable, if the Company is not satisfied with any documentation provided by the Client or if the Company has reasonable grounds for suspecting that a Client violates Applicable Regulations, then the Company will reverse the withdrawal transaction and deposit the amount back to the Client's Account and the Client will bear the relevant charges of the Client's bank account provider.

6.7 By accepting this Agreement, the Client gives his consent and authorizes the Company to make deposits and withdrawals from the Client's bank account on the Client's behalf, including but not limited to, the settlement of transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.

6.8 No credit shall be extended directly or indirectly to you by Company, unless otherwise agreed in writing.

6.9 Subject to you meeting all Margin obligations, the Company may permit you to withdraw from its account any excess Equity.

6.10 Your obligations under this Client Agreement and under or in respect of any other Account between Company and you may be applied against any amounts you hold in the Company client trust account. Until all your obligations to us are satisfied, your funds in the client trust account will not constitute a debt due from the Company to you nor will you have any right to receive payment of these funds.

6.11 Where possible, we will ordinarily remit money in the same method and to the same source from which it was received. We reserve the right to decline or cancel a withdrawal request with a specific payment method and suggest another payment method for which you will need to proceed with a new withdrawal request and supply further supporting documentation, upon request, for our internal checks and proper processing of the withdrawal request.

6.12 Withdrawals from your Trading Account are carried out by us within a minimum of one (1) business day and up to three (3) business days upon receipt of the withdrawal request. Please note, however, that withdrawals may be subject to additional processing time depending on the procedures of the third-party payment providers, the banking institutions and the jurisdictions in question. Withdrawals may be subject to further delays if a security review is undertaken by third-party payment providers or by us. Upon submitting the withdrawal request, the request is processed and the requested withdrawal amount will be deducted from your Trading Account balance. During such time and until the withdrawal request is in the status "Pending", the withdrawal request can be cancelled by you and the requested withdrawal amount will be added back to your Trading Account balance. However, if the withdrawal request is in the status "Processing", the withdrawal request can only be cancelled by Company and if such request has been processed we are unable to cancel the withdrawal.

6.13 Should your country of residence have or enact regulations or laws which restrict the use of currency or require you to report receipts and payments of that currency to a regulator or legal authority, you agree that you will fulfil any reporting obligations or obtain any required consents or approvals which may arise as a result of your use of the Trading Platform or associated transactions.

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

7 Client's Orders/Instructions & Execution of Orders

7.1 Execution of Orders: It is the Company's approach to take all sufficient steps to obtain the best possible result on behalf of its Clients when executing Client orders on Financial Instruments offered by the Company or receiving and transmitting orders for execution. The Client understands and acknowledges that the

Company will enter into transactions with the Client as intermediary or as principal (counterparty). The Company will be the contractual counterparty to the Client.

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

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

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

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

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

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

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

7.8 If any tradable instrument becomes subject to possible adjustments, the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction. The determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via email as soon as is reasonably practicable.

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

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

8 Margin/Leverage Level

8.1 The Margin/leverage levels applicable may vary depending on the different products and Account types offered by the Company. If at any time the Equity falls below a certain percentage of the required Margin, the Company has the right to close any or all of the Client's open positions without the Client's consent or any prior written notice to him. The Client will be informed about the closure of its position through electronic means should the Equity fall below the required margin.

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

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

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

9 Decline of Client's Orders and Instructions

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

a) Under abnormal market conditions.

b) If the Client's free Margin is less than the required Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular order.

c) It is impossible to proceed with an order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that order or the Company believes that it will not be able to hedge the proposed transaction, or it is impossible for the order to be executed due to condition of the relevant market.

d) Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts.

e) In consequence of request of regulatory or supervisory authorities or a court order.

f) Where the legality or genuineness of the order is under doubt.

g) There is an absence of essential detail of the order, or the order is not clear or has more than one interpretation.

h) A Quote is not obtained from the Company, or the Quote obtained by the Company is an indicative Quote or the Quote is the result of manifest error or Quote is an error Quote.

i) Internet connections or communications are disrupted.

j) A Force Majeure Event has occurred.

k) The Company has sent a notice of termination of this Agreement to the Client.

l) The Client has failed to meet the minimum Margin requirement.

10 Transaction Settlements and Confirmations

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

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

10.3 The Company shall not be responsible for any delays, omissions, or inaccuracies in transaction confirmations due to technical or communication failures beyond its reasonable control.

11 Trading platform usage

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

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

11.3 The Company shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading platform unless such liability follows from indispensable rules of law. Where the Trading platform is used by the Client, it shall be responsible for ensuring that the Trading platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

11.4 When using the Company’s platform, the Client shall:

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

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

11.5.1 Any loss, expense, cost, or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communication being made via the internet or other electronic media; the Client shall be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media; and

11.5.2 Any loss or damage that may be caused to any equipment or software due to any viruses, defects, or malfunctions in connection with the access to, or use of, the electronic systems.

11.6 If the Client wants to use a third–party software application to provide trading signals or advice or other trading assistance like an “expert advisor” or a hosting environment allowing for real–time access to the Client’s Account, the Company and its third–party suppliers or licensors make no warranties or representations of any kind, whether expressed or implied for the service it is providing. The Company and its third–party suppliers or licensors also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of funds, data, non–deliveries or service interruptions by any cause or errors or omissions by the Client. The Client’s use of any information obtained by way of an expert advisor used in conjunction with a hosting environment or otherwise is at the Client’s own risk, and the Company and its third–party suppliers specifically disclaim any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end–to–end connection. The Company and its third–party suppliers or licensors do not represent or guarantee the speed or availability of end–to–end connections. The Company and its third–party suppliers or licensors shall not be subject to any damages or liability for any errors, omissions or delays therein including unavailability. The licensed products and all components thereof are provided on an “as is” basis and are separate and distinct from the services provided under this Agreement. Where the Company believes that a Client is using additional functionalities /plug–ins where it affects the reliability and/or smooth and/or orderly operation of the electronic systems the Company has the right to suspend or terminate the Client’s Account.

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

11.8 The Client understands that the use of the Trading platform including each Transaction the Client completes thereto will not violate any law, ordinance, charter, by–law, or rule applicable to him or any Agreement by which the Client is bound or by which any of the Client’s assets are affected.

11.9 The Company may suspend or restrict access to the Trading Platform for maintenance, system upgrades, or in cases of suspicious activity. The Company will, where practicable, provide prior notice of such suspensions.

12 Bonus Terms and Conditions

12.1 Scope of the Bonus Program

The Bonus Program (“Bonus” or “Program”) is a discretionary promotional offer provided by the Company and may be made available from time to time at the Company’s sole and absolute discretion.

Participation in the Program does not create any entitlement, legal right, or contractual obligation for the Client to receive a Bonus. The Company reserves the unconditional right to refuse, grant, withhold, or withdraw a Bonus from any Client without providing a reason and without prior notice.

By participating in the Bonus Program (where a Bonus is offered and granted by the Company), the Client acknowledges and accepts these Bonus Terms, in addition to the provisions of the Client Agreement.

12.2 Eligibility & Activation

12.2.1 A Bonus may only be credited to Clients who:

- Have completed full registration and account verification, and
- Have received explicit notification from the Company that they are eligible for a Bonus.

12.2.2 The Bonus will be credited only after the qualifying deposit is received and confirmed by the Company.

12.2.3 The Company is under no obligation to offer a Bonus to all Clients, and the Bonus may be offered selectively to certain Clients based on criteria determined solely by the Company.

12.3 Trading Volume Requirement

12.3.1 To convert the Bonus into withdrawable funds, the Client must complete a trading volume of:

Required Trading Volume (in standard lots) = (Bonus amount /100) x 10

Example: A USD 1,000 Bonus requires 100 standard lots.

12.3.2 Only closed round-turn trades in eligible instruments are counted. Assets such as stocks or other non-eligible products (as defined by the Company) do not contribute to the trading volume. Trades executed in less than three (3) minutes or deemed manipulative/abusive will be excluded.

12.4 Validity and Expiry

12.4.1 A Bonus remains valid for three (3) calendar months from the date of crediting.

12.4.2 If the required volume is not achieved within this period, the Bonus will expire and be removed.

12.4.3 If no trading activity is recorded for thirty (30) consecutive days from the Bonus credit date, the Bonus will be annulled.

12.4.4 The Company bears no obligation to notify Clients of impending expiry or annulment, monitoring compliance with validity timelines rests solely with the Client.

12.5 Withdrawals

12.5.1 If the Client withdraws any part of their deposit or Profit before meeting the trading requirement:

- The Bonus will be immediately and irrevocably removed; and
- Any profits directly attributable to the Bonus may be forfeited.

12.5.2 The Client may withdraw profits up to the Bonus amount before meeting the requirement. Any withdrawal beyond that amount will result in Bonus and related profit cancellation.

12.6 Completion of Requirements

Once the trading requirement is met within the validity period:

- The Bonus will be converted into withdrawable equity; and
- All funds, including Bonus and profits, may be withdrawn without restriction.

12.7 Abuse & Misuse

The Company may cancel the Bonus and/or suspend or close the Client's account in cases of:

- Bonus hunting,
- Coordinated trading,
- Latency abuse,
- Artificial trade inflation, or
- Maintaining multiple accounts for multiple Bonuses.

In such cases, the Company may retain the Bonus, forfeit profits, and return only the original deposited funds.

12.8 No Claim, No Liability

12.8.1 The Client acknowledges that:

- The Company is not obligated to grant any Bonus.
- The Bonus is a promotional privilege, not a right.
- Refusal or removal of a Bonus shall not give rise to any claim, compensation, or legal action against the Company.
- The Client cannot demand a Bonus or compensation for not receiving it.

12.8.2 The Company shall bear no liability for:

- Losses, damages, or costs arising directly or indirectly from the granting, use, or removal of a Bonus; or
- Any decision by the Client to trade based on the existence or expectation of a Bonus.

12.9 Amendments & Termination

The Company may amend, suspend, or terminate the Bonus Program at any time without prior notice. Bonuses already credited may be removed in accordance with these Terms.

12.10 Governing Law

These Bonus Terms shall be governed in accordance with the governing law clause of this Agreement. Any dispute or claim arising out of or in connection with the Bonus shall be resolved in accordance with the dispute resolution mechanism set out herein.

12.11 Disclaimer

The Bonus shall not be construed as legal, tax, investment, financial, or other form of advice. Participation in the Bonus Program does not constitute a solicitation, recommendation, endorsement, or offer by the Company, or any third party, to engage in any transaction involving financial instruments. The Client is solely responsible for making any investment decisions based on their individual circumstances and independent judgment.

The Client acknowledges that reliance on the Bonus as an inducement to trade constitutes an assumption of risk solely by the Client, and the Company expressly disclaims any liability for resulting loss or damage.

13 Market Abuse

13.1 The Company maintains a zero-tolerance policy toward market abuse. The Client acknowledges that he will not enter into any transaction which falls within the definition of market abuses of Applicable Regulations.

This applies to all forms of market abuse such as insider trading (an abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies.

13.2 If the Company suspects or has reasonable grounds to believe that the Client has been engaged into an abusive behavior as indicated above the Company reserves the rights to void and/or cancel part or all Client's abusive trading transactions, close all and any of the Client's trading accounts and terminate this Agreement under section 21.

13.3 The Client acknowledges that the Company is required under the Financial Services Act 2007 and the Securities Act 2005 (Mauritius) to report any suspicious activity or market abuse to the Financial Services Commission (FSC) or other relevant authorities.

14 Third Party Authorisation

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

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

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

14.4 The Company reserves the right to refuse acceptance of any Power of Attorney that does not meet its internal verification requirements or regulatory standards.

15 Introducing Brokers and Affiliates

15.1 The Client may have been recommended by an introducing broker or an affiliate based on a written Agreement with the Company subject to the Applicable Regulations.

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

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

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

16 Privacy and Data Protection rules

16.1 The Company is committed to protecting the privacy of all personal information that it obtains from the Client and hereby lists how and why the Company collects, uses, discloses and protects the Client's personal information. The Company collects, processes, and stores personal data of Clients in accordance with the Data Protection Act 2017 of Mauritius and any applicable data protection regulations.

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

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

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

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

- Provision of the Services under this Agreement
- For KYC and due diligence purposes i.e., verification of identity
- For maintenance and management of the Client's account as well as administration of the services provided to the Client
- Communication with the Client when necessary or appropriate
- Compliance with legal and regulatory requirements

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

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

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

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

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

17 Force Majeure

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

17.1.1 Government actions, war, or hostilities, acts of terrorism, national emergency,

17.1.2 Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic, or other natural disasters.

17.1.3 Labour disputes and lock–out which affect the operations of the Company.

17.1.4 Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self–regulating organizations, decisions of governing bodies of organized trading platforms.

17.1.5 Breakdown, failure, or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the Company and hacker attacks.

17.1.6 Any event, act, or circumstances are not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

17.1.7 The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.

17.1.8 The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub–custodian, dealer, exchange, clearing house or regulatory or self– regulatory organisation, for any reason, to perform its obligations.

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

17.2.1 Increase Margin requirements without notice.

17.2.2 Decrease leverage.

17.2.3 Close out any or all open positions at such prices as the Company considers in good faith to be appropriate.

17.2.4 Refuse to accept orders from Clients.

17.2.5 Determine at its discretion the quotes and spreads that are executable through the Company's Trading platform.

17.2.6 Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure event makes it impossible or impractical for the Company to comply with them.

17.2.7 Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client, and other Clients.

18 Complaints Procedure

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

18.2 The complaint should include: Full name and account number; Details of the issue; and Supporting evidence, if any.

18.3 The Client may register a complaint by completing the Complaint Form which may be referred to via the link as per **Appendix A** using any of the following options:

- Email: support@fxifymarkets.com
- Postal Address: Prime Intermarket Group Eurasia
  At : 6 St Denis Street, 1/F River Court, Port Louis, Mauritius.

18.4 The Company's Complaints Handling Policy accompanied with the relevant complaint form which has to be filed by the Client in case he has a complaint with the Company.

18.5 The Company shall acknowledge receipt of the complaint within five (5) business days and will endeavour to resolve the complaint within thirty (30) business days.

18.6 If the Client is not satisfied with the Company's response, they may escalate the matter to the Financial Services Commission (FSC) of Mauritius, which is the competent authority overseeing licensed investment dealers.

19 Representations and Warranties

19.1 The Client represents and warrants to the Company the following:

a. The Client is over 18 years' old.

b. The information provided by the Client to the Company in the account opening application form and at any time thereafter is true, accurate and complete, and at any time there is a change to the Client personal data, the Client will ensure that this data is updated and accurate, and the documents are valid and authentic.

c. The Client is duly authorised to enter into this Agreement and has the capacity.

d. Any actions conducted by the Client under this Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any Agreement by which the Client is bound or by which any of the Client's assets or funds are affected.

e. The Client has read and fully understood and undertakes to comply with the terms of this Agreement.

f. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.

g. There is no pending or, to the best of the Client's knowledge, any legal proceeding before any court, arbitration court, governmental body, agency or official likely to affect the legality, validity, or enforceability against him of this Agreement.

h. Any information which the Client provides to the Company will not be misleading and will be true and accurate in all material respects.

i. There are no restrictions, conditions, or restraints by Central Banks or any governmental, regulatory, or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them.

j. The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks involved.

19.2 Representations by the Company:

The Company represents and warrants that:

(a) It is duly incorporated and authorised under the laws of Mauritius;

(b) It is licensed and regulated by the FSC to provide investment dealer services;

(c) It will act in accordance with all applicable laws, regulations, and its internal policies when providing services to the Client.

20. Communication and Notices

20.1 All communications between the Company and the Client shall be in English unless otherwise agreed.

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

20.3 The Client shall immediately notify the Company of any changes to their contact details. The Company shall not be responsible for failure to receive communications due to outdated or incorrect contact information.

21. Account Closing Procedure

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

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

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

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

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

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

22. Negative Balance Protection

22.1 Negative Balance Protection is an automated adjustment of your Account balance(s) to zero in case they become negative after a stop out. When trading Financial Products on margin, it is possible to reach an Account deficit state, i.e. a situation when the Account's balance is negative, for instance where a leveraged exposure loses more than the value of the Equity on the Account.

22.2 The Company reserves the right to terminate your Account, reject your orders, refund your deposits or otherwise block you from entering further exposures after negative balance protection has been implemented. Should you still wish to trade with Company, you must notify Company.

23. Cancellation Procedure

23.1 The Client has a period of fourteen (14) calendar days from acceptance of this Agreement to withdraw from this Agreement provided that the Client has not been engaged or involved in any transaction with the Company. This right of withdrawal or cancellation shall not apply following any transaction executed under this Agreement which will thereafter remain binding upon you and the procedure indicated in clause 21 above applies.

24. Company Liability

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

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

a. The Company's compliance with, or the exercising of any of the Company's rights in accordance with, Applicable Regulations or this Agreement.

b. The Client's negligence, fraud or breach of this Agreement or Applicable Regulations.

c. Any abnormal market conditions or Force Majeure event.

d. any delays, delivery failures, or failures in transmission of any order or any other communication or any other loss or damage resulting from the transfer of data over mobile or other communications networks and facilities outside of the Company's control.

e. Any features, market data or third−party content available on the Company's Website, Platform, or e−mails, are provided on an "as is" and "if available" basis.

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

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

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

25. Severability

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

26. Miscellaneous

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

26.2 This Agreement may be amended from time to time and after the relevant changes are approved by the FSC the Company shall notify the Client of the relevant amendment or about the updated Agreement either in writing or through the Company's Website.

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

26.4 The Company will not accept applications for the opening of accounts from residents domiciled in the EU, or residents or citizens of the United States of America, as well as other countries as required by Applicable Law, or required by our internal policies from time to time (these are known as "**Blocked Countries**"). We may change the list of Blocked Countries from time to time and as required by Applicable Law.

27. Governing Law and Jurisdiction

27.1 This Agreement and all matters arising from it shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

27.2 Any dispute or claim arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts of Mauritius.

27.3 The relationship between the Client and Prime Intermarket Group Eurasia (FXIFY Markets) shall be subject to the supervision of the Financial Services Commission (FSC) under the Financial Services Act 2007, Securities Act 2005, and all related regulations.

27.4 All services and operations of the Company are carried out under its FSC Investment Dealer (Full Service Dealing in Securities) Licence No. GB24204066.

APPENDIX A

- Conflict-of-Interest Policy may be accessible via the link: https://fxifymarkets.com/
- Complaints Procedure and the Complaint Form may be accessible via the link: https://fxifymarkets.com/