CLIENT AGREEMENT

(Terms and Conditions of Business)

GOFX LIMITED

These Terms and Conditions shall apply to all types of clients all accounts, and all use of services related to trading, platforms, systems and any other services of GOFX LIMITED.

The registration of an account, logging into the system, depositing or withdrawing funds, placing trading orders or using any other service of the Company shall be deemed as the Client's confirmation that the Client has read understood, and fully accepted this Client Agreement.

This Client Agreement constitutes a legally binding document and, to the fullest extent permitted by applicable law, supersedes and replaces any prior agreements, terms, conditions, or policies previously in effect.

This Client Agreement is executed in English and may be translated into other languages for convenience only. In the event of any inconsistency, ambiguity, or conflict between the English version and any translated version the English version shall prevail for all legal purposes.

www.gofx.com

GOFX LIMITED | Kavalas 24, Flat 301, 2044 Strovolos, Nicosia, Cyprus
Registered Address : Beachmont Business Centre, 330, Kingstown, Saint Vincent and the Grenadines

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Section 1

Introduction, Legal Status and Scope of Services

1.1 Introduction and Acceptance of the Agreement

This Client Agreement (the **"Client Agreement"** or the **"Agreement"**) is entered into between **GOFX LIMITED**, a company duly registered and operating under the laws of **St. Vincent and the Grenadines** (hereinafter referred to as the **"Company"**, **"GOFX"**, **"we"**, or **"us"**), and any natural person or legal entity who applies for an account, opens or maintains an account, accesses or uses the trading platform, or uses any service provided by the Company (hereinafter referred to as the **"Client"** or **"you"**).

Any action taken by the Client, whether directly or indirectly, including but not limited to: submitting an application to open a trading account, depositing or withdrawing funds, accessing or using the trading platform, placing trading orders, or using any tools, systems, or services of the Company, shall constitute the Client's confirmation that the Client has **read, understood, and unconditionally accepted** all terms, conditions, rights, and obligations set out in this Client Agreement, voluntarily, in full, and with **legally binding effect**.

If the Client does not agree with any provision of this Client Agreement, the Client must immediately cease all use of the Company's services and must not perform any act that may be deemed as acceptance of this Agreement. This Client Agreement constitutes the **master agreement** governing all services, products, platforms, communications, and interactions between the Client and the Company, unless expressly stated otherwise in writing.

This Client Agreement is originally drafted in English and shall constitute the sole governing and legally binding version of this Agreement, notwithstanding any translation provided for convenience.

By accessing or using any service of the Company, the Client expressly consents to the electronic formation of this Agreement and waives any requirement for a handwritten or physical signature.

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1.2 Legal Status of the Company

GOFX LIMITED is a legal entity duly incorporated and existing under the laws of **St. Vincent and the Grenadines**, with company registration number **25865 BC 2020**. The Company provides trading services in financial instruments on an **over-the-counter (OTC)** basis and holds an **International Brokerage and Clearing House License** issued by the **Comoros Union – Mwali International Services Authority (MISA)**. Unless expressly stated otherwise in writing, the Company is **not** a bank, financial institution, deposit-taking entity, discretionary investment manager, custodian, or trustee, and does not provide investment advisory or asset management services to clients.

The Client acknowledges and agrees that the Company is **not regulated or supervised in the same manner** as brokers or financial institutions operating in the Client's country of residence that may be subject to specific securities, banking, or financial regulatory regimes. The incorporation of the Company or the granting of any license, authorization, or registration in any jurisdiction **does not constitute** a guarantee, assurance, or representation as to the profitability of trading activities or the safety, security, or segregation of the Client's funds.

The Company maintains its registered office and operational address as stated on the cover page of this Client Agreement. Such information may be updated from time to time at the Company's discretion, and any material changes shall be communicated to the Client through the communication channels specified in this Client Agreement. The Client further acknowledges and agrees that the relationship between the Client and the Company is **strictly contractual in nature**. Nothing in this Client Agreement shall be deemed to create any relationship of agency, partnership, joint venture, fiduciary duty, trust, employment, or representation between the Client and the Company, except as expressly provided herein.

1.3 Scope of Services and Related Documents

This Client Agreement sets out the terms, conditions, rights, and obligations governing the Client's access to and use of **all services provided by the Company**, including, without limitation, the opening and maintenance of trading accounts, deposits and withdrawals of funds, access to and use of trading platforms, submission and execution of trading orders, and the use of any systems, tools, software, features, or functionalities made available by the Company.

This Client Agreement shall be read and construed **together with** all other documents, policies, notices, and disclosures issued or published by the Company from time to time, regardless of the form in which they are made available, including but not limited to:

- the Privacy Policy;
- the Anti-Money Laundering and Counter-Terrorist Financing (AML/CTF) Policy;
- the Risk Disclosure Statement;
- trading platform terms, rules, or specifications; and
- any announcements, guidelines, or supplemental terms published on the Company's website, client area, trading platform, or other official communication channels.

All such documents and policies shall be deemed to form an **integral part** of this Client Agreement and shall be **legally binding** on the Client to the same extent as if they were expressly incorporated herein.

In the event of any conflict, inconsistency, or discrepancy between this Client Agreement and any other document, policy, or disclosure issued by the Company, **this Client Agreement shall prevail**, unless otherwise required by applicable law or expressly stated otherwise in writing by the Company.

The Company reserves the right, at its sole discretion, to amend, supplement, update, or replace this Client Agreement and any related documents, policies, or terms in accordance with the provisions set out herein. Any such amendments shall become effective in accordance with the notice and acceptance provisions of this Client Agreement.

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Section 2

Principles of Service and Client Relationship

(Principles of Interaction and Execution-Only Basis)

2.1 Execution-Only Service Basis

The Client acknowledges and agrees that all services provided by the Company are offered strictly on an execution-only basis.
Accordingly, the Company's role is limited to receiving, transmitting, and executing trading orders submitted by the Client through the trading platform or other authorized channels, in accordance with the Client's instructions and the applicable terms of this Client Agreement. The Company does **not** provide investment advice, portfolio management, discretionary trading, or any form of personalized recommendation.

The Company does **not** assess the suitability or appropriateness of any transaction, product, or strategy for the Client, and does **not** consider the Client's financial situation, investment objectives, trading experience, risk tolerance, or personal circumstances. Any information, market data, pricing, analysis, tools, or materials made available by the Company are provided for **general informational purposes only** and shall not be construed as investment advice, a recommendation, or an inducement to trade.

The Client is solely responsible for all trading decisions, including the selection of products, strategies, order types, and risk management parameters. The Company does not monitor the Client's account, does not provide warnings regarding potential losses or margin requirements, and does not take any action to protect the Client from losses, except as expressly provided for in this Client Agreement.
The provision of execution services, access to trading platforms, technical assistance, or general support by the Company shall not create any advisory, fiduciary, agency, or trust relationship between the Client and the Company beyond the contractual obligations expressly set out in this Client Agreement.

Nothing in this Agreement, nor any interaction, communication, or conduct of the Company, shall be construed as creating any fiduciary duty, duty of care, advisory duty, trust relationship, or obligation to act in the Client's best interests.

The Company does not owe the Client any duty to assess the suitability or appropriateness of any transaction, strategy, product, or service, and does not monitor or manage the Client's trading activities or risk exposure.

The Client represents that they are acting as a principal, that they are not relying on the Company to protect them from losses, and that they have obtained, or waived the need to obtain, independent legal, financial, and tax advice prior to entering into this Agreement.

2.2 No Investment Advice

The Client acknowledges and agrees that the Company does **not** provide investment advice, financial advice, legal advice, tax advice, or any other form of professional or personalized advice.

Any information, content, market commentary, pricing data, analytics, tools, indicators, signals, opinions, or communications made available by the Company—whether through the trading platform, website, client area, applications, emails, chat, telephone communications, marketing materials, or any other channel—are provided **for general informational purposes only** and shall not be construed as investment advice, a recommendation, an offer, or a solicitation to enter into any transaction.

The Company does **not** consider the Client's financial circumstances, investment objectives, trading experience, risk profile, or individual needs when providing any such information. The Client remains solely responsible for evaluating the merits and risks of any transaction and for determining whether any trading activity is appropriate.

Any assistance provided by the Company's employees, representatives, introducing brokers, affiliates, or third parties—whether technical, operational, or informational in nature—shall not constitute investment advice and shall not give rise to any duty, liability, or obligation on the part of the Company.

The Client agrees not to rely on any information or communication provided by the Company as the basis for any trading decision and acknowledges that the Company shall not be responsible or liable for any losses, damages, or consequences arising from the Client's reliance on such information.

2.3 Trading at the Client's Own Risk

The Client acknowledges and agrees that trading in financial instruments, particularly **derivative products such as Contracts for Difference (CFDs)** and other leveraged instruments, involves a **high level of risk** and may result in the rapid loss of invested capital, including the potential loss of the entire amount invested and, in certain circumstances, losses exceeding the amount deposited.

The Client acknowledges that market conditions may be volatile and unpredictable and that prices may fluctuate rapidly due to factors beyond the Company's control, including but not limited to market liquidity, price gaps, execution delays, system latency, economic announcements, or extraordinary market events. Orders may be executed at prices different from those requested or expected, and risk management tools such as stop-loss or take-profit orders **do not guarantee** the limitation of losses.

All trading decisions are made **solely by the Client** and at the Client's own initiative and risk. The Company does not guarantee any profit, performance, outcome, or result, and shall not be responsible for any losses arising from the Client's trading activities, strategies, or decisions, whether direct or indirect.

The Client agrees that access to the trading platform, execution of orders, or availability of risk management tools does **not** constitute a representation, warranty, or assurance as to the suitability, safety, or profitability of trading. To the fullest extent permitted by applicable law, the Client waives any right to claim compensation from the Company for losses resulting from market movements, volatility, or events beyond the Company's reasonable control.

The Client represents and warrants that they possess sufficient knowledge, experience, and understanding to evaluate the nature, characteristics, and risks associated with the products, services, and transactions offered by the Company.

The Client confirms that they are capable of making their own independent investment decisions and of assessing the merits and risks of any transaction entered into through the Company.

2.4 Company's Discretion in Service Execution

The Client acknowledges and agrees that the Company shall have the right, **acting in good faith and at its sole discretion**, to manage, operate, and administer its services, systems, and trading environment in a manner it deems appropriate to ensure compliance with applicable laws, regulatory requirements, internal policies, risk management standards, and operational integrity.

Without limitation, the Company may, at its discretion and without prior notice, take any action it considers necessary or appropriate, including but not limited to:

- refusing, delaying, suspending, or rejecting any trading order or instruction;
- limiting, suspending, or restricting access to the trading platform, specific functionalities, products, or services;
- adjusting trading conditions, including spreads, margins, leverage, execution parameters, or technical settings;
- suspending, closing, or restricting trading accounts on a temporary or permanent basis; and
- correcting, modifying, cancelling, or voiding any transaction or order in accordance with this Client Agreement.

The exercise of discretion by the Company pursuant to this Section shall not constitute a breach of this Client Agreement, shall not give rise to any duty to provide reasons or explanations to the Client, and shall not result in any liability or obligation to compensate the Client, to the fullest extent permitted by applicable law.

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The Client acknowledges that the exercise of such discretion may affect the Client's ability to trade, access services, or maintain positions, and agrees that the Company is under no obligation to act in the Client's interest beyond the contractual obligations expressly set out in this Client Agreement.

2.5 Marketing, Promotions and Benefits

The Client acknowledges and agrees that the Company may, from time to time and at its sole discretion, offer marketing communications, promotional campaigns, incentives, bonuses, credits, rebates, contests, loyalty programs, or other benefits (collectively, **"Promotions"**).

Participation in, receipt of, or use of any Promotion shall be subject to **separate terms and conditions** applicable to such Promotion, as published or otherwise communicated by the Company from time to time. Promotions are **not** part of the Company's core services and are offered solely at the Company's discretion.

The Company makes **no representation or guarantee** that any Promotion will be available on an ongoing basis and reserves the right, at any time and without prior notice, to modify, suspend, withdraw, cancel, or terminate any Promotion, in whole or in part.

The Company reserves the right, acting in good faith and at its sole discretion, to determine eligibility for Promotions and to refuse, revoke, cancel, or claw back any Promotion, bonus, credit, rebate, or related profits if the Company reasonably determines that the Client has:

- abused, manipulated, or attempted to exploit the Promotion or its terms;
- engaged in fraudulent, deceptive, or unfair conduct;
- breached this Client Agreement or the applicable promotional terms; or
- acted in a manner that creates legal, regulatory, compliance, or operational risk.

The Client acknowledges and agrees that Promotions and marketing communications do **not** constitute investment advice, a recommendation, or a guarantee of profit or performance, and shall not be relied upon as the basis for any trading decision. The Company shall not be liable for any losses, missed opportunities, or expected profits arising from the Client's participation in, or inability to participate in, any Promotion.

Section 3
Definitions and Interpretation

3.1 Definitions
Unless the context otherwise requires, the words and expressions used in this Client Agreement shall have the meanings set out in this Section. Defined terms shall have the same meaning whether used in the singular or plural form.

For the purposes of this Client Agreement, definitions are intended to:
- establish clear and consistent legal meanings;
- reduce ambiguity in interpretation and enforcement; and
- serve as the basis for determining the rights, obligations, and liabilities of the Client and the Company.

Any term defined in this Client Agreement shall have the meaning assigned to it whenever it appears, whether or not capitalized, unless expressly stated otherwise.

Where a word or expression is not expressly defined, it shall be interpreted in accordance with its **ordinary legal meaning**, **prevailing commercial practice** in the provision of over-the-counter (OTC) derivative trading services, and the **intent and purpose** of this Client Agreement.

3.2 Defined Terms
Unless the context otherwise requires, the following terms shall have the meanings set out below:
- **"Account"** means any trading account opened with the Company, whether a live account, demo account, or any other account type, including multiple accounts that the Company determines to be related by technical, financial, or trading behavior criteria.
- **"Client"** means any natural person or legal entity that applies for, opens, maintains, or uses any service of the Company, including any authorized person or representative acting on the Client's behalf.
- **"Company"** means **GOFX LIMITED**, including its directors, officers, employees, agents, representatives, or any person acting on its behalf within the scope of this Client Agreement.
- **"Trading Platform"** means any system, website, application, software, or technological interface provided by the Company for accessing services, submitting Orders, managing Accounts, or obtaining trading-related information.
- **"Order"** means any instruction submitted by the Client through the Trading Platform or other authorized means to open, close, modify, or otherwise affect a trading position, including market, limit, stop, or other order types supported by the Company.

- **"Open Position"** means any trading position that has been opened and has not yet been closed, settled, or otherwise terminated.
- **"Margin"** means the funds or collateral required to be maintained in the Client's Account to support Open Positions, including initial margin, maintenance margin, and any additional margin requirements determined by the Company.
- **"Leverage"** means the ratio that allows the Client to open trading positions with a value exceeding the funds deposited in the Account, resulting in magnified profits and losses.
- **"Balance"** means the net amount of funds in the Client's Account after taking into account realized profits and losses, fees, charges, and any other adjustments already applied.
- **"Equity"** means the current value of the Client's Account, calculated as the Balance plus or minus unrealized profits or losses from Open Positions.
- **"Event of Default"** means any event or circumstance specified in this Client Agreement that constitutes a breach by the Client and entitles the Company to exercise its rights and remedies.
- **"Force Majeure Event"** means any event beyond the reasonable control of the Company, including but not limited to natural disasters, war, terrorism, system failures, market disruptions, extreme volatility, or actions by governmental or regulatory authorities.
- **"Suspicious Trading Activity"** means any act, pattern, or trading behavior that the Company, acting in good faith, determines to be abusive, manipulative, exploitative, or inconsistent with normal market practices.

3.3 Interpretation

Unless expressly stated otherwise in this Client Agreement:

- headings, section titles, numbers, and captions are for convenience only and shall not affect interpretation;
- words importing the singular include the plural and vice versa;
- references to any person include natural persons, legal entities, corporations, partnerships, or other organizations, together with their permitted successors and assigns;
- references to any law, regulation, directive, or order include any amendment, re-enactment, or replacement thereof;
- the words "including", "such as", and "for example" are illustrative and shall not limit the generality of the preceding words;
- any failure or delay by the Company in exercising any right shall not operate as a waiver of that right; and
- if any provision is held to be invalid, unlawful, or unenforceable, it shall be severed to the extent required, and the remaining provisions shall remain in full force and effect.

Any communication, record, or document generated or maintained in electronic form shall be deemed equivalent to a written document, to the fullest extent permitted by applicable law.

Section 4

Client Acceptance and Due Diligence

4.1 Client Acceptance and Right to Refuse Service

Any application to open an account or request to use any service of the Company shall constitute a request by the Client for the Company to consider accepting the Client. The Company is under **no obligation** to accept any Client or to provide services to any person.

The Company reserves the right, at its **sole discretion**, to accept or reject any application, to impose conditions or limitations on the provision of services, or to suspend, restrict, or terminate services, in whole or in part, without being required to disclose the reasons for such decision, unless otherwise required by applicable law.

The Client acknowledges and agrees that access to the Company's website, application systems, or trading platform, whether prior to or during the verification process, does **not** constitute approval or confirmation that the Client has been accepted or is entitled to use the Company's services.

Any refusal to accept a Client or any suspension or termination of services pursuant to this Section shall not constitute a breach of this Client Agreement and shall not give rise to any liability or obligation to compensate the Client.

4.2 Client Identification and Verification (KYC)

The Client acknowledges and agrees that the Company is required to conduct client identification, verification, and due diligence procedures in accordance with applicable laws, regulations, and internal policies, including **Know Your Client (KYC)** and anti-money laundering and counter-terrorist financing requirements.

The Client agrees to provide, upon request, all documents, information, and evidence required by the Company in a **complete, accurate, and up-to-date** manner, including but not limited to:

- proof of identity;
- proof of address;
- information relating to financial background or source of funds; and
- corporate, ownership, management, or control information, where the Client is a legal entity.

The Company reserves the right to verify the authenticity of any documents or information provided, to request additional documentation or clarification, and to suspend or restrict access to services, deposits, withdrawals, or transactions while verification is ongoing.

If the Client fails to cooperate, provides incomplete, false, or misleading information, or is unable to satisfactorily complete the verification process, the Company may suspend, restrict, or terminate services, close accounts, or refuse withdrawals, without incurring any liability to the Client.

The Client acknowledges that KYC and verification procedures are **ongoing obligations** and may be repeated or updated at any time at the Company's discretion.

4.3 Ongoing Client Review

The Client acknowledges and agrees that client due diligence is not limited to the initial account opening process and that the Company may conduct **ongoing monitoring and review** of the Client's information, activities, and transactions throughout the duration of the contractual relationship.

Such ongoing review may include, without limitation:

- monitoring changes in the Client's personal, corporate, or contact information;
- reviewing trading activity and transaction patterns;
- assessing the source and movement of funds; and
- ensuring ongoing compliance with applicable laws, AML/CTF policies, sanctions requirements, and internal risk management standards.

The Client agrees to promptly notify the Company of any material changes to previously provided information and to provide additional documentation or clarification upon request.

Where the Company identifies inconsistencies, suspicious activity, compliance concerns, or is required to act pursuant to a legal or regulatory request, the Company may, **without prior notice**, suspend or restrict services, transactions, deposits, or withdrawals, or take any other measures deemed appropriate to comply with applicable requirements.

Any action taken by the Company pursuant to this Section shall not constitute a breach of this Client Agreement and shall not give rise to any liability, claim, or obligation to compensate the Client.

Section 5

Client Accounts, Account Opening and Control

5.1 Account Application and Approval

Any application to open a trading account with the Company shall constitute a request by the Client for the Company to consider providing services. Submission of an application does **not** create any automatic right or entitlement to the opening or use of an account.

The Company reserves the right, at its **sole discretion**, to approve, reject, suspend, delay, or cancel any account application, to determine the type of account to be offered, and to impose conditions, limitations, or requirements for account usage, without being required to disclose the reasons for such decisions, unless otherwise required by applicable law.

An account shall be deemed opened and active only after the Company has approved the application, the Client has provided all required documentation and information, and all applicable verification, compliance, and onboarding procedures have been satisfactorily completed.

The Client acknowledges and agrees that access to the Company's website, application systems, client area, or trading platform prior to final approval does **not** constitute confirmation that an account has been opened or that services are available.

Any refusal, suspension, or cancellation of an account application pursuant to this Section shall not constitute a breach of this Client Agreement and shall not give rise to any liability or obligation to compensate the Client.

5.2 Multiple and Related Accounts

The Client acknowledges and agrees that the Company may permit the Client to open or maintain more than one trading account, subject to the Company's discretion and any conditions or limitations imposed from time to time.

The Company reserves the right, acting in good faith, to identify, link, group, or treat as **related accounts** any accounts that the Company reasonably determines to be connected, whether through common ownership, control, funding source, technical characteristics, trading behavior, or other relevant factors.

Where accounts are determined to be related, the Company may assess obligations, risks, trading activity, and compliance matters on an **aggregate basis** and may apply any rights, measures, or restrictions under this Client Agreement to one or more such accounts collectively.

The Client agrees not to open or use multiple accounts for the purpose of circumventing trading conditions, margin requirements, risk controls, eligibility criteria, promotional terms, or any other restrictions imposed by the Company.

5.3 Base Currency of the Account

The Client shall select a **base currency** for each trading account from among the currencies made available by the Company at the time of account opening.

The base currency shall be used as the reference currency for recording balances, calculating profits and losses, fees, charges, and other account-related amounts.

The Client acknowledges that, once selected, the base currency may not be changed, except with the Company's consent and at the Company's discretion. In many cases, opening a new account may be required in order to use a different base currency.

Where transactions, profits, losses, fees, or charges arise in a currency other than the base currency, the Company may convert such amounts into the base currency at an exchange rate determined by the Company, which may include applicable conversion costs or spreads.

The Company shall not be responsible for any losses arising from currency conversion or fluctuations in exchange rates.

5.4 Authorized Persons and Introducing Brokers

The Client may appoint one or more authorized persons to access or operate the Client's account only in accordance with procedures approved by the Company and subject to the Company's prior written acceptance.

Any appointment of an authorized person may be limited, suspended, or revoked at the Company's discretion and shall not be binding on the Company unless expressly accepted by the Company.

The Client acknowledges and agrees that any introducing broker, affiliate, referrer, or third party is **not** an agent of the Company, has no authority to bind the Company, and is not authorized to provide investment advice or make representations on behalf of the Company.

The Company shall not be responsible or liable for any statements, assurances, representations, advice, or conduct of any introducing broker or third party.

Any act or omission of an authorized person or any person granted access to the Client's account shall be deemed to be an act or omission of the Client, and the Client shall remain fully responsible for all consequences arising therefrom.

5.5 Account Security

The Client is solely responsible for maintaining the confidentiality and security of all account access credentials, including usernames, passwords, authentication codes, API keys, and any other security information used to access the account or trading platform.

Any action taken through the Client's account using valid access credentials shall be deemed to have been authorized by the Client, whether such action is taken by the Client, an authorized person, or any other person who gains access due to the Client's acts or omissions.

The Company shall not be responsible for any loss or damage arising from unauthorized access to the account, except to the extent caused by the Company's gross negligence or willful misconduct, where such liability cannot be excluded by applicable law.

The Client agrees to promptly notify the Company if the Client becomes aware of, or reasonably suspects, any loss, compromise, or unauthorized use of account access credentials and to comply with any security measures required by the Company.

The Company may, at its discretion, suspend access to the account, reset credentials, or impose additional security requirements to protect the account and the integrity of the trading platform.

Section 6

Communications, Recordkeeping and Electronic Evidence

6.1 Communication Channels and Notices

The Client acknowledges and agrees that any communication, notice, consent, confirmation, or instruction between the Client and the Company may be conducted through one or more communication channels designated by the Company from time to time.

Such channels may include, without limitation, the Company's website, trading platform, client area, email, electronic messages, online chat systems, telephone communications, or any other means of communication authorized by the Company.

Any communication or notice sent through such channels to the contact details provided by the Client shall be deemed to have been **validly delivered and received** by the Client, whether or not the Client has actually read or acknowledged such communication.

The Client is responsible for ensuring that all contact information provided to the Company is accurate, complete, and kept up to date, and for regularly monitoring communications from the Company. The Company shall not be responsible for any loss or damage arising from the Client's failure to receive, review, or act upon any communication sent in accordance with this Section.

6.2 Recording of Communications and Voice Records

The Client acknowledges and agrees that the Company may **record, retain, and use** any communication between the Client and the Company, whether conducted by telephone, electronic messaging, email, online chat, trading platform communication tools, or any other communication channel.

Such recordings may be made for purposes including, without limitation, operational management, quality control, training, compliance with legal or regulatory requirements, dispute resolution, or evidentiary use.

The Client expressly consents to such recording and acknowledges that recording of communications pursuant to this Section shall not constitute a breach of confidentiality or privacy, to the fullest extent permitted by applicable law.

The Company is not required to notify the Client on a case-by-case basis that communications are being recorded, and the Client's continued use of the Company's services shall constitute ongoing consent to such recording.

6.3 System Records and Conclusive Electronic Evidence

The Client acknowledges and agrees that all records, data, logs, and information generated, stored, or processed by the Company's systems, whether in electronic, digital, or automated form, shall constitute **conclusive and binding evidence**, to the fullest extent permitted by applicable law.

Such records may include, without limitation:

- order and transaction histories;
- execution data and pricing information;
- timestamps recorded by the Company's systems;
- platform, server, and system logs;
- account access and activity records; and
- recorded communications maintained pursuant to Section 6.2.

The Client acknowledges that the time recorded by the Company's systems shall be the authoritative reference time for determining the occurrence and sequencing of events, transactions, or communications, and that any discrepancies between the Client's systems and the Company's systems shall not invalidate the Company's records.

The Company's system records and electronic evidence shall be admissible and relied upon for all purposes, including dispute resolution, internal investigations, and legal proceedings, unless the Client can demonstrate clear and material error arising from a malfunction of the Company's systems.

The Client agrees that electronic records, logs, confirmations, system data, and records of electronic acceptance maintained by the Company shall be admissible in any legal, regulatory, or arbitral proceeding and shall constitute conclusive evidence of the Client's acceptance of this Agreement, to the fullest extent permitted by applicable law.

Section 7

Deposits, Withdrawals and Source of Funds

7.1 Methods of Deposits and Withdrawals

The Client acknowledges and agrees that the Company determines, at its discretion, the **methods of deposit and withdrawal** that may be made available from time to time. Such methods may include, without limitation, bank transfers, payment service providers, credit or debit cards, and other electronic or digital payment methods approved by the Company.

All funds deposited into a trading account are provided **solely for the purpose of trading** and shall not be treated as bank deposits, shall not accrue interest, and shall not be protected by any deposit insurance or guarantee scheme.

Funds shall be credited to the Client's account only after the Company has received the cleared funds and completed any applicable verification or compliance checks.

Withdrawals may be requested only from **available and withdrawable balances** and must not adversely affect margin requirements, open positions, or any outstanding obligations of the Client. All withdrawals shall be processed in accordance with the procedures, conditions, and timelines determined by the Company.

The Client acknowledges that processing times, fees, and availability of deposit or withdrawal methods may vary depending on the payment method used and the involvement of third-party financial institutions or payment service providers. The Company shall not be responsible for delays, errors, or costs arising from the actions or omissions of such third parties.

7.2 Source of Funds and Prohibition of Third-Party Funding

The Client represents and warrants that all funds deposited, withdrawn, or otherwise used in connection with the services are derived from **legitimate sources**, are legally owned by the Client, and are not connected to any illegal activity, money laundering, or terrorist financing.

The Company does **not** accept deposits or funding from third parties. Deposits must be made only from accounts or payment instruments held in the name of the Client, unless the Company expressly agrees otherwise in writing and subject to additional verification requirements.

The Company reserves the right to verify the source of funds at any time, to request supporting documentation, and to refuse, suspend, reverse, or return any funds where the source cannot be satisfactorily verified or where acceptance of such funds may expose the Company to legal, regulatory, or compliance risks.

Any action taken by the Company pursuant to this Section shall not constitute a breach of this Client Agreement and shall not give rise to any liability or obligation to compensate the Client.

7.3 Transaction Review and Suspension

The Client acknowledges and agrees that the Company may **review, monitor, and investigate** any deposit, withdrawal, or transaction related to the Client's account at any time in order to comply with applicable laws, AML/CTF requirements, sanctions obligations, and internal risk management policies.

The Company may, **without prior notice**, suspend, delay, or restrict deposits, withdrawals, transactions, or trading activity where:

- transactions appear unusual, inconsistent, or suspicious;
- verification of the source of funds is ongoing;
- a compliance, legal, or regulatory concern arises;
- a dispute, investigation, or internal review is in progress; or
- the Company is required to act pursuant to a request or order from a competent authority.

The Client agrees that any suspension or delay under this Section shall not entitle the Client to claim interest, damages, or compensation and may remain in effect until the relevant review or investigation has been completed.

7.4 Chargebacks and Reversal of Transactions

The Client acknowledges and agrees that initiating or participating in any **chargeback**, payment dispute, reversal, or cancellation of a transaction through a bank, payment service provider, or other third party may expose the Company to costs, losses, and operational risks.

Where a Client initiates or is involved in a chargeback, payment dispute, or reversal, the Company reserves the right, **without prior notice**, to take any action it deems appropriate, including but not limited to:

- suspending or restricting the Client's account or services;
- refusing or delaying withdrawals;
- closing open positions;
- closing the Client's account;
- reversing or clawing back profits, bonuses, credits, or benefits; and
- recovering any fees, costs, or losses incurred by the Company.

The Company may set off any amounts owed by the Client against funds held in the Client's account in accordance with this Client Agreement.

Any action taken by the Company pursuant to this Section shall not constitute a breach of this Client Agreement and shall not give rise to any liability or obligation to compensate the Client.

Section 8

Client Money, Netting, Set-Off and Lien

8.1 Status of Client Funds

The Client acknowledges and agrees that all funds deposited, transferred, or held in the Client's trading account with the Company are provided **solely for the purposes of margin, trading, and settlement of obligations** arising from the use of the Company's services.

Such funds are **not** bank deposits, do **not** accrue interest, are **not** protected by any deposit insurance or guarantee scheme, and shall not be treated as client money held in trust or in a custodial capacity, unless expressly stated otherwise in writing.

The Client acknowledges that the Company operates on an **over-the-counter (OTC)** basis and may, in accordance with its business practices, hold client funds in pooled or omnibus accounts and/or utilize third-party financial institutions or payment service providers for the purpose of processing transactions.

The Client further acknowledges that, in the event of the failure, insolvency, or default of a payment service provider, financial institution, or other third party, or in the event of force majeure or circumstances beyond the Company's reasonable control, the Company shall not guarantee the immediate or full recovery of the Client's funds, to the fullest extent permitted by applicable law.

The Client's rights in respect of any funds held in the trading account are **contractual in nature only** and subject to the terms of this Client Agreement, including the Company's rights of netting, set-off, and lien.

8.2 Netting and Set-Off

The Client acknowledges and agrees that the Company shall have the right, at any time and without prior notice, to **net, set off, or combine** any amounts owed by the Client to the Company against any amounts owed by the Company to the Client, whether such obligations arise from trading activity, fees, charges, chargebacks, reversals, losses, or any other obligations under this Client Agreement.

Such netting or set-off may be applied across:

- multiple accounts held by the Client;
- accounts that the Company determines to be related; and
- obligations denominated in different currencies, subject to currency conversion at exchange rates determined by the Company.

The exercise of netting or set-off rights by the Company shall not constitute a breach of this Client Agreement and shall not give rise to any claim for interest, damages, or compensation by the Client.

The Company's rights under this Section are **in addition to**, and shall not limit, any other rights or remedies available to the Company under this Client Agreement or applicable law.

8.3 Lien and Security Interest

The Client grants the Company a **general lien and security interest** over any funds, balances, credits, profits, bonuses, benefits, or other assets of the Client held or controlled by the Company, as security for the satisfaction of any present or future obligations, liabilities, costs, or losses owed by the Client to the Company.

The Company may exercise its rights under such lien or security interest, without prior notice, to:

- suspend or refuse withdrawals or transfers;
- apply funds or assets toward the settlement of any outstanding obligations; and
- take any action reasonably necessary to protect the Company's rights and interests.

The existence or exercise of a lien or security interest under this Section shall not be deemed a waiver of any other rights or remedies of the Company and shall survive the termination of this Client Agreement or the closure of the Client's account.

Section 9

Trading, Orders, Systems and Pricing

9.1 Types of Orders

The Client acknowledges and agrees that the Company may permit the submission of trading orders through the trading platform or other authorized channels, subject to the order types supported by the Company from time to time.

Such order types may include, without limitation, market orders, limit orders, stop orders, stop-loss orders, take-profit orders, pending orders, partial close orders, or any other order types made available by the Company.

The availability, functionality, and parameters of any order type are subject to the relevant financial instrument, prevailing market conditions, trading rules, and technical limitations of the trading platform. The Company reserves the right, at its discretion and without prior notice, to add, modify, restrict, or discontinue any order type.

The submission of an order constitutes the Client's binding instruction and agreement to be bound by the rules, conditions, and limitations applicable to such order. The Company shall not be responsible for the suitability, effectiveness, or outcome of any order type selected or used by the Client.

9.2 Market Execution and Slippage

The Client acknowledges and agrees that the Company executes trading orders primarily on a **market execution** basis. This means that orders are executed at the best available market price at the time of execution, which may differ from the price displayed or requested by the Client at the time of order submission.

The Client acknowledges that prices may change rapidly and that **slippage** may occur, resulting in execution at a price that is more favorable or less favorable than expected. Slippage may arise due to factors including, without limitation, market volatility, liquidity conditions, order size, news events, system latency, or other circumstances beyond the Company's reasonable control.

The Company does not guarantee that any order will be executed at a specific price and shall not be responsible for any losses arising from slippage, to the fullest extent permitted by applicable law.
The use of stop-loss, take-profit, or other price-based orders does not guarantee execution at the specified price, particularly in conditions of high volatility, reduced liquidity, or where price gaps occur.

9.3 Off-Quotes and Abnormal Market Conditions

The Client acknowledges and agrees that, in certain market or technical conditions, prices may be unavailable (**off-quotes**) or orders may be rejected, delayed, partially executed, or cancelled.

Such conditions may include, without limitation, periods of extreme market volatility, reduced or absent liquidity, price gaps, market opening or closing periods, major economic announcements, or technical failures, disruptions, or limitations affecting the trading platform, pricing feeds, liquidity providers, or communication systems.

In the event of off-quotes or abnormal market conditions, the Company may, at its discretion and without prior notice:

- reject, delay, cancel, or partially execute orders;
- execute orders at prices different from those expected by the Client;
- suspend the submission of new orders;
- modify trading conditions, including spreads, execution parameters, or order handling rules; or
- temporarily suspend trading in one or more instruments.

The Client agrees that the occurrence of off-quotes, order rejection, or abnormal market conditions shall not constitute a breach of this Client Agreement and shall not give rise to any liability on the part of the Company.

9.4 Manifest / Obvious Errors

The Client acknowledges and agrees that **manifest or obvious errors** may occur in pricing, execution, calculation, or system operation due to technical faults, human error, incorrect price feeds, system delays, or external events beyond the Company's reasonable control.

Where the Company reasonably determines that a transaction, order, execution, or account result has occurred as a result of a manifest or obvious error, the Company reserves the right, without prior notice, to:

- correct or adjust the relevant price or execution;
- cancel, void, or reverse the affected transaction, in whole or in part; and
- amend the Client's account balance, profits, losses, or records to reflect the correct market conditions.

Any failure or delay by the Company in identifying or correcting a manifest or obvious error shall not constitute acceptance of the transaction or a waiver of the Company's rights under this Section.

9.5 Trading Systems, Platforms and Use of Expert Advisors (EA) / Algorithms

The Client acknowledges and agrees that the Company may permit access to and use of **trading systems and platforms**, including automated trading tools such as expert advisors (EAs), algorithms, scripts, or other automated or semi-automated trading systems, subject to the Company's rules and technical requirements.

The use of any trading system, platform feature, EA, or algorithm is undertaken **entirely at the Client's own risk**. The Company does not guarantee the performance, accuracy, compatibility, reliability, or uninterrupted operation of any trading system or automated tool and shall not be responsible for losses arising from system errors, coding defects, configuration issues, execution delays, platform interruptions, or connectivity failures.

The Client agrees not to use trading systems, platforms, EAs, or algorithms in any manner that abuses or exploits system vulnerabilities, execution delays, pricing discrepancies, market conditions, or technical limitations, or that creates excessive load, instability, or risk to the Company's systems, trading environment, or liquidity providers.

The Company reserves the right, at its discretion and without prior notice, to restrict, suspend, prohibit, or impose conditions on the use of any trading system, platform feature, EA, or algorithm, and to modify, cancel, or void any transactions where such use is determined to be inconsistent with this Client Agreement or the Company's trading rules.

Section 10

Margin, Leverage and Forced Liquidation

10.1 Margin Requirements and Margin Calls

The Client acknowledges and agrees that opening and maintaining any trading position is subject to **margin requirements** determined by the Company from time to time.

Margin requirements may include, without limitation, initial margin, maintenance margin, and any additional margin required due to market conditions, volatility, leverage levels, or risk management considerations.

The Company reserves the right, at its discretion and without prior notice, to **increase, decrease, or modify margin requirements** at any time to reflect prevailing market conditions, risk exposure, or operational requirements.

The Client acknowledges that the Company may, but is under no obligation to, issue a margin call requesting additional funds when margin levels fall below required thresholds. The Client is solely responsible for monitoring margin levels and maintaining sufficient margin at all times.

Failure to meet margin requirements may result in the forced liquidation of positions in accordance with this Client Agreement.

10.2 Forced Liquidation / Stop Out

The Client acknowledges and agrees that where the margin level of the Client's account reaches or falls below the **stop out level** determined by the Company, the Company may, **without prior notice**, forcibly close one or more open positions to limit risk and prevent further losses.

Forced liquidation may be carried out in any order, sequence, or manner determined by the Company and at prices available at the time of execution, which may be less favorable than prices expected by the Client.

The Company is under no obligation to wait for the Client to provide additional margin, to issue a margin call prior to forced liquidation, or to close positions in any particular order.

The Client agrees that forced liquidation shall not constitute a breach of this Client Agreement and shall not give rise to any liability, claim, or obligation to compensate the Client.

10.3 Extraordinary Market Conditions and Force Majeure

The Client acknowledges and agrees that **extraordinary market conditions** or **force majeure events** may occur that significantly affect pricing, liquidity, order execution, or the operation of trading systems.

Such events may include, without limitation, extreme market volatility, price gaps, flash crashes, market suspensions, trading halts, liquidity shortages, system failures, communication disruptions, natural disasters, war, terrorism, or actions taken by governmental or regulatory authorities.

In such circumstances, the Company may, at its discretion and without prior notice:

- modify margin requirements or leverage levels;
- expand spreads or adjust trading conditions;
- restrict or suspend the opening of new positions;
- forcibly close open positions; or
- suspend trading or services temporarily.

The Client acknowledges that such measures may result in losses and agrees that the Company shall not be liable for any losses, missed opportunities, or expected profits arising from extraordinary market conditions or force majeure events, to the fullest extent permitted by applicable law.

10.4 Negative Balance

The Client acknowledges and agrees that trading leveraged instruments may result in losses that **exceed the funds deposited** in the Client's account, particularly during periods of extreme volatility, price gaps, or extraordinary market conditions.

Unless the Company expressly provides a **negative balance protection policy** in writing, the Client shall remain fully responsible for any negative balance incurred and acknowledges that any such negative balance constitutes a **debt owed to the Company**.

The Company reserves the right to demand repayment of any negative balance, to apply rights of netting, set-off, or lien in accordance with this Client Agreement, and to suspend, restrict, or close the Client's account until such obligations have been satisfied.

The Company's failure to immediately enforce repayment of a negative balance shall not constitute a waiver of its rights.

Section 11

Fees, Swaps and Swap-Free Accounts

11.1 Spreads and Commissions

The Client acknowledges and agrees that trading under this Client Agreement involves **trading costs**, which may include, without limitation, spreads between bid and ask prices, commissions for certain account types or instruments, currency conversion fees, and other applicable charges.

Spreads and commissions may vary depending on the account type, financial instrument, market conditions, liquidity, volatility, and technical or liquidity provider requirements. Spreads may be fixed or variable and may widen during periods of increased volatility, reduced liquidity, market openings or closings, or major economic announcements.

The Company reserves the right, at its discretion and without prior notice, to determine, adjust, increase, or decrease spreads, commissions, or other trading costs. Any such changes shall not constitute a breach of this Client Agreement.

All trading costs are borne solely by the Client. The Company shall not be responsible for any losses or adverse effects arising from changes in spreads, commissions, or other trading costs.

11.2 Swap / Rollover

The Client acknowledges and agrees that positions held open overnight may be subject to **swap or rollover charges**, which may be positive or negative, depending on the financial instrument, prevailing interest rates, and the Company's pricing policies.

Swap rates are not fixed and may change at any time without prior notice. In certain cases, swaps may be charged at a higher rate on specific days to account for market holidays or settlement conventions.

The Company reserves the right to determine the method of calculating swaps, to modify or discontinue swap charges for specific instruments, accounts, or periods, and to automatically apply swap charges or credits to the Client's account.

The Client acknowledges that holding positions overnight is undertaken at the Client's own discretion and risk and that the Company shall not be liable for any losses arising from the application or modification of swap charges.

11.3 Swap-Free Accounts and Abuse Prevention

The Company may, at its discretion, offer **swap-free accounts** to certain Clients, subject to eligibility criteria, conditions, and limitations determined by the Company from time to time.

Swap-free accounts are intended to accommodate Clients who do not wish to incur overnight interest charges for religious or other reasons accepted by the Company. Swap-free accounts are **not** intended to provide a means of avoiding trading costs or exploiting pricing structures.

The Client acknowledges and agrees that, in lieu of swap charges, the Company may impose **alternative fees**, including administration fees, position holding fees, or other charges determined by the Company.

The Company reserves the right, acting in good faith and at its discretion, to monitor trading activity in swap-free accounts and to suspend, revoke, or modify the swap-free status where the Company reasonably determines that such accounts are being used to:

- exploit swap differentials or interest rate arbitrage;
- engage in carry trade or other abusive strategies;
- avoid legitimate trading costs; or
- otherwise breach this Client Agreement or applicable swap-free terms.

Where swap-free status is revoked, the Company may apply fees retroactively, adjust account balances, or recover profits, bonuses, or benefits obtained as a result of misuse.

11.4 Other Fees and Third-Party Charges

In addition to spreads, commissions, and swap charges, the Client acknowledges that other fees may apply in connection with the use of the Company's services, including, without limitation, inactivity or dormant account fees, data or platform fees, currency conversion fees, or charges related to extraordinary market events or corporate actions.

The Client further acknowledges that **third-party fees or charges** imposed by financial institutions, payment service providers, or other intermediaries are outside the Company's control and shall be borne solely by the Client.

The Company does not guarantee the amount, timing, or availability of any third-party fees or services and shall not be responsible for any losses, delays, or costs arising from the actions or omissions of third parties.
The Company reserves the right to deduct any applicable fees or charges from the Client's account and to modify, introduce, or discontinue fees in accordance with this Client Agreement.

Section 12

Events of Default and Company Rights

12.1 Events Constituting Default

An **Event of Default** shall be deemed to have occurred where the Company reasonably determines that the Client has engaged in, or is affected by, any of the following events or circumstances, whether in whole or in part:

- the Client breaches, fails to comply with, or is unable to comply with any term, condition, obligation, or representation under this Client Agreement or any related document or policy;
- any information, document, representation, or declaration provided by the Client is false, inaccurate, incomplete, misleading, or becomes misleading;
- the Client fails to cooperate with, or obstructs, any verification, KYC, AML/CTF, compliance, or review process;
- the Client engages in suspicious trading activity, abusive trading, manipulation, exploitation of systems, or conduct inconsistent with fair trading practices;
- the Client has any outstanding debt, negative balance, fee, charge, or liability owed to the Company and fails to settle such obligation within a reasonable time;
- the Client initiates or participates in a chargeback, payment dispute, or transaction reversal without proper justification;
- the Client is located in, connected to, or acting on behalf of a restricted jurisdiction or sanctioned person; or
- the Company reasonably determines that continuing to provide services to the Client may expose the Company to legal, regulatory, financial, operational, or reputational risk.

12.2 Measures Available to the Company

Upon the occurrence of an Event of Default, the Company may, **without prior notice** and acting in good faith and at its discretion, take any one or more of the following measures:

- suspend, restrict, or terminate the Client's access to services, in whole or in part;
- suspend or refuse deposits or withdrawals;
- restrict, suspend, or refuse the submission or execution of trading orders;
- close one or more open positions;
- suspend, close, or terminate the Client's trading account on a temporary or permanent basis;
- cancel, modify, or void any transaction or order;
- adjust account balances, profits, or losses to reflect correct market conditions;
- claw back profits, bonuses, credits, rebates, or benefits;
- exercise rights of netting, set-off, or lien;
- recover fees, charges, costs, or losses incurred by the Company; and
- refuse to provide services to the Client in the future.

The exercise of any measure under this Section shall not constitute a waiver of the Company's rights and shall not limit the Company's ability to exercise any other rights or remedies available under this Client Agreement or applicable law.

12.3 Suspension or Closure of Accounts

Where the Company suspends or closes the Client's account pursuant to this Section, such action may include, without limitation:

- suspension of access to the trading platform or client area;
- closure of open positions, in whole or in part;
- suspension or refusal of deposits and withdrawals; and
- restriction or removal of specific account features or services.

The Client acknowledges that, notwithstanding suspension or closure, the Client remains responsible for settling any outstanding obligations, liabilities, fees, or losses incurred prior to or at the time of such action.

The Company may apply funds or assets held in the Client's account toward the settlement of any outstanding obligations in accordance with this Client Agreement.

Account suspension or closure shall not be deemed an unlawful termination of this Client Agreement and shall not give rise to any liability or obligation to compensate the Client.

12.4 Void Transactions

Where an Event of Default has occurred, or where the Company reasonably determines that any transaction has arisen from abusive trading, suspicious activity, manifest or obvious error, system exploitation, or misuse of promotions or benefits, the Company may, **without prior notice**:

- cancel, reverse, or void any transaction, in whole or in part;
- adjust account balances, profits, or losses; and
- claw back any profits, bonuses, credits, rebates, or benefits obtained by the Client.

Any clawback or adjustment may be effected by direct account adjustment, set-off, or demand for repayment, at the Company's discretion.

Any failure by the Company to take immediate action shall not constitute acceptance of the transaction or a waiver of its rights under this Section.

12.5 Abusive Conduct, Harassment and Infringement of Company Rights

An Event of Default shall also be deemed to have occurred where the Client engages in abusive, threatening, harassing, or inappropriate conduct toward the Company, its directors, officers, employees, agents, representatives, or systems, whether through electronic communications, telephone calls, social media, or any other channel.

Such conduct may include, without limitation, the use of offensive language, threats, intimidation, coercion, false allegations, dissemination of misleading information, or attempts to exert improper pressure on the Company through third parties or authorities, other than lawful and good-faith complaints.

The Company may take immediate measures pursuant to this Section in response to such conduct, without incurring any liability to the Client.

Section 13

Suspicious Trading, Investigation and Enforcement

13.1 Suspicious Trading Activities

The Client acknowledges and agrees that the Company has a duty to maintain the integrity, fairness, and stability of its trading environment and to protect the interests of the Company, its liquidity providers, and other clients.

For the purposes of this Client Agreement, **suspicious trading activities** include any act, pattern of behavior, or trading activity that the Company, acting in good faith and at its discretion, determines to be abusive, manipulative, exploitative, or inconsistent

with normal and fair trading practices.

Suspicious trading activities may include, without limitation:

- the opening of buy and sell positions of equal or substantially similar volume within a short period of time for the purpose of generating artificial trading volume, rebates, or commissions;
- rapid opening and closing of positions to exploit pricing latency, execution delays, or system inefficiencies;
- arbitrage, hedging, or trading strategies designed to exploit price gaps, market openings or closings, or abnormal market conditions;
- misuse of swap-free accounts, carry trade abuse, or exploitation of interest rate differentials;
- use of automated trading systems, expert advisors, or algorithms in a manner that abuses system vulnerabilities or creates undue risk or instability; or
- coordinated or group trading conducted across multiple related accounts to manipulate trading outcomes or circumvent trading conditions.

The Company's determination of suspicious trading activities may be based on internal risk management systems, analytical tools, trading data, or information received from liquidity providers or other third parties and shall be final.

13.2 Account Investigation

Where the Company identifies or reasonably suspects suspicious trading activities or any breach of this Client Agreement, the Company may initiate an **account investigation** at any time.

An account investigation may include, without limitation:

- review of trading history, orders, and transactions;
- analysis of trading patterns, strategies, and execution behavior;
- identification of related or linked accounts;
- review of funding sources and transaction flows; and
- examination of technical data, including IP addresses, device identifiers, system logs, and timestamps.

During an account investigation, the Company may, **without prior notice**, suspend or restrict trading, deposits, withdrawals, or access to the trading platform, and may request additional information, documentation, or explanations from the Client.

The Client agrees to cooperate fully with any investigation and acknowledges that failure to cooperate, delay in responding, or provision of false or misleading information may constitute a further breach of this Client Agreement.

13.3 Enforcement Measures and Profit Clawback

Where the Company determines, following an investigation or otherwise, that the Client has engaged in suspicious trading activities or breached this Client Agreement, the Company may, **without prior notice**, take one or more enforcement measures, including but not limited to:

- cancelling, reversing, or voiding transactions, in whole or in part;
- adjusting account balances, profits, or losses to reflect correct trading conditions;
- **clawing back** profits, bonuses, credits, rebates, or other benefits obtained as a result of such activities;
- suspending, restricting, or terminating the Client's account or services;
- removing eligibility for promotions or benefits, present or future; and
- refusing to provide services to the Client in the future.

Any enforcement action taken by the Company pursuant to this Section shall not constitute a breach of this Client Agreement and shall not give rise to any liability or obligation to compensate the Client.

13.4 Related Accounts and Group Trading

The Client acknowledges and agrees that the Company may identify, link, or treat as **related accounts** any accounts that the Company reasonably determines to be connected, whether through common ownership, control, funding sources, technical characteristics, trading behavior, or association with the same introducing broker or third party.

Where related accounts or **group trading** activities are identified, the Company may assess trading activity, risk, and compliance matters on an aggregate basis and may apply any measures under this Client Agreement to one or more related accounts collectively.

The Company is not required to prove misconduct separately for each account where trading patterns or evidence indicate coordinated or related activity.

13.5 Retrospective Enforcement, Fraud Prevention and Continuing Effect

The Client acknowledges and agrees that the Company's rights to investigate, enforce, void transactions, adjust accounts, and claw back profits may be exercised **retrospectively**, including after transactions have been executed, funds have been withdrawn, or accounts have been closed.

The closure of an account, withdrawal of funds, or termination of this Client Agreement shall not prevent the Company from taking enforcement action in respect of suspicious trading activities, fraud, abuse, or breaches identified at a later time, to the fullest extent permitted by applicable law.

The provisions of this Section shall survive the suspension or termination of the Client's account and shall continue to apply for the purpose of fraud prevention, enforcement, dispute resolution, and protection of the Company's rights.

Section 14

Liability, Indemnity and Limitation of Liability

14.1 Limitation of Company Liability

The Client acknowledges and agrees that, to the fullest extent permitted by applicable law, the Company shall not be liable for any loss, damage, cost, expense, or liability suffered or incurred by the Client arising from or in connection with the provision or use of the Company's services, except where such loss is caused directly by the Company's **gross negligence or willful misconduct**, and only to the extent that such liability cannot be excluded by law.

Without limitation, the Company shall not be liable for any loss arising from:

- market movements, volatility, price fluctuations, or liquidity conditions;
- delays, failures, interruptions, or errors in execution, pricing, systems, platforms, or communications;
- acts or omissions of third parties, including liquidity providers, payment service providers, financial institutions, or telecommunications providers;
- force majeure events or extraordinary market conditions; or
- the Client's own acts, omissions, decisions, or trading strategies.

The Client acknowledges that the Company does not guarantee uninterrupted, error-free, or secure operation of its services and that the use of such services is undertaken at the Client's own risk.

14.2 Risk Disclaimer and Client Assumption of Risk

The Client expressly acknowledges and accepts that trading in financial instruments, particularly leveraged and derivative products, involves **significant risk**, including the risk of rapid and substantial financial loss.

The Client confirms that the Client has independently assessed and fully understands the nature of the services, the characteristics of the products traded, and the risks involved, and has determined that such trading is suitable in light of the Client's financial circumstances, objectives, and risk tolerance.

The Client assumes full responsibility for all risks associated with trading and agrees that the Company shall not be responsible or liable for any losses suffered by the Client as a result of trading activities, market conditions, or the Client's reliance on information provided by the Company.

The Client acknowledges that, due to the regulatory status of the Company, the Client may not be entitled to the same rights, protections, or remedies that may be available when dealing with a regulated financial institution in the Client's jurisdiction.

14.3 Client Indemnity

The Client agrees to **indemnify, defend, and hold harmless** the Company, its directors, officers, employees, agents, representatives, and affiliates from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or in connection with:

- the Client's breach of this Client Agreement or any related document or policy;
- the Client's use or misuse of the Company's services, trading platform, or systems;
- any violation of applicable laws or regulations by the Client;
- any dispute, claim, or action brought by a third party arising from the Client's conduct, trading activities, or instructions; or
- any false, misleading, or incomplete information provided by the Client.

This indemnity shall apply regardless of whether the relevant claim arises during or after the termination of this Client Agreement.

14.4 Limitation of Liability Amount

To the fullest extent permitted by applicable law, and without prejudice to Section 14.1, the total aggregate liability of the Company to the Client for any claim, loss, or damage arising out of or in connection with this Client Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the **total amount of fees or commissions actually paid by the Client to the Company during the six (6) months preceding the event giving rise to the claim**, or such lower amount as may be required by applicable law.

Under no circumstances shall the Company be liable for any **indirect, incidental, special, consequential, or punitive damages**, including loss of profit, loss of opportunity, loss of business, or loss of data, even if the Company has been advised of the possibility of such damages.

14.5 Survival of Liability Provisions

The provisions of this Section 14, including but not limited to limitations of liability, disclaimers, and indemnities, shall **survive** the termination of this Client Agreement, the closure of the Client's account, or the cessation of the provision of services, and shall remain in full force and effect to the extent necessary to give effect to their intended purpose.

Section 15

Data Protection, Privacy and AML/CTF

15.1 Collection, Use and Disclosure of Information

The Client acknowledges and agrees that the Company may **collect, use, process, store, and disclose** the Client's personal data, corporate information, and other relevant information for purposes including, without limitation:

- the provision and administration of services;
- account opening, verification, and ongoing due diligence;
- compliance with applicable laws, regulations, court orders, and requests from competent authorities;
- risk management, fraud prevention, dispute resolution, and enforcement of this Client Agreement; and
- internal operational, security, and business purposes.

Information collected by the Company may include personal identification data, contact details, financial information, transaction records, communications, and any other information provided by the Client or generated through the Client's use of the Company's services.

The Client consents to the disclosure of such information to third parties where necessary or appropriate for the purposes set out above, including to liquidity providers, payment service providers, financial institutions, professional advisers, auditors, service providers, affiliates, and competent authorities, subject to applicable data protection laws.

The Client acknowledges that failure to provide requested information may result in the inability of the Company to provide services, or may lead to suspension or termination of the Client's account.

15.2 Cross-Border Data Transfers

The Client acknowledges and agrees that the Company may **transfer, store, and process** the Client's information in jurisdictions outside the Client's country of residence, including jurisdictions that may have data protection standards different from those applicable in the Client's country.

Such cross-border data transfers may occur where the Company, its affiliates, service providers, or infrastructure providers operate in multiple jurisdictions.

The Company shall take reasonable steps to ensure that appropriate safeguards are implemented to protect the confidentiality and security of the Client's information in accordance with applicable data protection laws.

By entering into this Client Agreement and using the Company's services, the Client **expressly consents** to such cross-border data transfers and processing.

15.3 Anti-Money Laundering, Counter-Terrorist Financing and Sanctions

The Client acknowledges and agrees that the Company is subject to **anti-money laundering (AML)**, **counter-terrorist financing (CTF)**, and **sanctions** laws, regulations, and obligations in multiple jurisdictions.

The Client agrees to comply with all applicable AML/CTF and sanctions requirements and to provide, upon request, any information, documents, or declarations required for the purposes of:

- verifying the Client's identity and source of funds;
- monitoring transactions and trading activity;
- assessing sanctions exposure and compliance risk; and
- complying with legal or regulatory obligations or requests from competent authorities.

The Company may, **without prior notice**, suspend, restrict, delay, or refuse transactions, deposits, withdrawals, or services where required to comply with AML/CTF or sanctions obligations, or where the Company reasonably suspects money laundering, terrorist financing, sanctions breaches, or other illegal activity.

The Client acknowledges that any action taken by the Company pursuant to this Section shall not constitute a breach of this Client Agreement and shall not give rise to any liability, claim, or obligation to compensate the Client.

Section 16
Miscellaneous

16.1 Assignment and Delegation

The Client may not assign, transfer, delegate, or otherwise dispose of any rights or obligations under this Client Agreement without the prior written consent of the Company.

The Company may, at its discretion and without prior notice, assign, transfer, delegate, subcontract, or novate any of its rights or obligations under this Client Agreement, in whole or in part, to any affiliate, successor, service provider, or third party, provided that such assignment does not materially prejudice the Client's rights under this Client Agreement.

Any assignment or delegation made in accordance with this Section shall be binding on the Client and any permitted successors or assigns.

16.2 Non-Exercise of Rights and Waiver

Any failure or delay by the Company to exercise any right, power, or remedy under this Client Agreement shall not operate as a waiver of such right, power, or remedy, nor shall it prevent any future exercise thereof.

No waiver by the Company of any breach or default by the Client shall be effective unless expressly made in writing, and any such waiver shall not constitute a waiver of any subsequent breach or default.

The rights and remedies provided under this Client Agreement are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by applicable law.

16.3 Severability

If any provision of this Client Agreement is held by a court or competent authority to be invalid, unlawful, or unenforceable in whole or in part, such provision shall be deemed severed to the extent necessary, and the validity, legality, and enforceability of the remaining provisions shall not be affected.

Where possible, any invalid or unenforceable provision shall be replaced or interpreted in a manner that most closely reflects the original intent and commercial purpose of this Client Agreement, to the fullest extent permitted by applicable law.

16.4 Entire Agreement

This Client Agreement, together with any documents, policies, disclosures, and terms expressly incorporated by reference, constitutes the **entire agreement** between the Client and the Company with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations, or communications, whether written or oral.

The Client acknowledges that the Client has not relied on any statement, promise, representation, or assurance not expressly set out in this Client Agreement.

Section 17

Dispute Resolution, Governing Law, Notices and Termination

17.1 Complaints and Dispute Resolution

The Client acknowledges and agrees that any complaint, concern, or dispute arising out of or in connection with this Client Agreement or the use of the Company's services shall, in the first instance, be submitted to the Company in writing through the official communication channels designated by the Company.

The Company shall make reasonable efforts to review and address complaints in good faith and within a reasonable time. The Client agrees to cooperate with the Company during the complaint handling and dispute resolution process and to provide any information or documentation reasonably requested.

The submission of a complaint or dispute shall not relieve the Client of any obligation under this Client Agreement, including the obligation to maintain margin, settle outstanding liabilities, or comply with the Company's rules and procedures.

17.2 Governing Law and Jurisdiction

This Client Agreement, and any dispute, claim, or controversy arising out of or in connection with it, shall be governed by and construed in accordance with the **laws of St. Vincent and the Grenadines**, without regard to any conflict of laws principles.

The Client irrevocably agrees that the **courts of St. Vincent and the Grenadines** shall have exclusive jurisdiction to hear and determine any dispute, claim, or proceeding arising out of or in connection with this Client Agreement.

Nothing in this Section shall prevent the Company from seeking interim, injunctive, or protective relief in any jurisdiction where such relief is necessary or appropriate to protect the Company's rights or interests.

17.3 Amendments and Termination

The Company reserves the right, at its discretion, to amend, modify, supplement, or replace this Client Agreement at any time. Any amendments shall become effective in accordance with the notice provisions of this Client Agreement.

The Client may terminate this Client Agreement by closing all open positions, settling all outstanding obligations, and providing notice to the Company in accordance with the Company's procedures.

The Company may terminate this Client Agreement or suspend or discontinue the provision of services, in whole or in part, at any time, with or without notice, where permitted by applicable law.

Termination of this Client Agreement shall not affect any rights, obligations, liabilities, or remedies accrued prior to the effective date of termination.

17.4 Language

This Client Agreement may be made available in multiple languages for the convenience of Clients.

In the event of any inconsistency, discrepancy, ambiguity, or conflict between the English version and any translated version, the English version shall prevail and be binding for all legal purposes.

Any translation is provided for reference only and shall not be construed as modifying, amending, or supplementing the English version of this Agreement.

The Client irrevocably waives any right to rely on any translated version in the interpretation, enforcement, or resolution of any dispute arising out of or in connection with this Agreement, to the fullest extent permitted by applicable law.

17.5 Electronic Execution and Acceptance

This Client Agreement may be executed, accepted, and agreed to electronically without any handwritten or wet-ink signature.

The Client acknowledges and agrees that acceptance of this Agreement by any electronic means, including but not limited to clicking an “I Agree” button, checking a consent box, accessing or using the trading platform, opening or maintaining an account, depositing or withdrawing funds, or placing any order, constitutes the Client’s valid, binding, and enforceable acceptance of this Agreement, equivalent to a handwritten signature.

The Client further agrees that this Agreement constitutes a legally binding contract formed electronically and shall not be denied legal effect, validity, or enforceability solely because it is in electronic form.

17.6 Class Action Waiver

To the fullest extent permitted by applicable law, the Client agrees that any dispute, claim, or proceeding arising out of or in connection with this Client Agreement or the use of the Company’s services shall be brought solely on an individual basis.

The Client expressly waives any right to participate in, or to bring, any class, collective, representative, or group action, whether as a class member, class representative, or otherwise, against the Company.

Nothing in this Clause shall prevent the Client from bringing an individual claim where such waiver is prohibited or limited by applicable law.

The Client agrees that no court, arbitrator, or tribunal shall have authority to consolidate claims or to hear claims on a class, collective, or representative basis, except where such restriction is prohibited by applicable law.

Legal Confirmation and Acceptance

This Client Agreement, including all sections, terms, policies, documents, and notices referenced herein or deemed to form part of this Agreement, constitutes a legally binding contract between the Client and GOFX LIMITED.

By any one or more of the following actions taken by the Client, including but not limited to:

- submitting an application to open an account;
- logging into or using the trading platform;
- depositing or withdrawing funds;
- placing trading orders; or
- using any service provided by GOFX LIMITED,

the Client shall be deemed to have confirmed and acknowledged that the Client:

- has read, understood, and accepted this Client Agreement in its entirety;
- agrees to be legally bound by all rights, obligations, and terms set forth herein;
- acknowledges and accepts all risks associated with trading, including the risk of loss of invested capital; and
- confirms that the use of the Company's services does not violate any applicable laws or regulations in the Client's jurisdiction.

This Client Agreement is executed and shall take effect in electronic form and shall be legally binding without the need for any handwritten or physical signature.

Document Control Information

This Client Agreement shall apply to all use of the Company's services by the Client, whether occurring prior to, at the time of, or after the publication or implementation of this Agreement by the Company.

This Client Agreement shall replace, supersede, and prevail over any prior client agreements, terms of service, policies, or other agreements, whether written or oral, to the fullest extent permitted by applicable law.

The Client acknowledges and agrees that any use of the services of **GOFX LIMITED**, including:

- opening an account;
- depositing or withdrawing funds;
- placing trading orders; or
- maintaining a trading account,

regardless of when such actions occur, shall be governed by and subject in all respects to this Client Agreement, which shall be fully binding and enforceable by law.