

# CLIENT AGREEMENT

(Last reviewed: April 2025)

## 1. Definitions and Interpretations

For the purposes of this Agreement, the following terms shall be interpreted as defined below:

- 1.1 **Abnormal Market Conditions:** Refers to periods characterized by significant and rapid price movements, which may include substantial increases or decreases in value within a single trading session. Such movements may trigger halts, suspensions, or restrictions on trading as per the applicable exchange regulations, or may result from limited market liquidity, particularly at the commencement of trading hours.
- 1.2 **Account:** Refers to the unique account established by the Client with the Company, identified by a specific account number, through which the Client conducts trading activities.
- 1.3 **Account Statement:** A report issued periodically that outlines the financial transactions recorded on the Client's Trading Account, including credits and debits.
- 1.4 **Client Agreement:** The legally binding document encompassing these Terms, including all related schedules, disclosures, and policies such as the Risk Disclosure, Order Execution Policy, Conflicts of Interest Policy, and any additional guidelines provided or made available by the Company through its website or platform, as updated from time to time.
- 1.5 **Applicable Legislation and Regulatory Framework:** Encompasses all applicable laws, rules, and regulatory requirements of Mauritius or the jurisdiction of the relevant market.
- 1.6 **Business Day:** Any calendar day excluding Saturdays, Sundays, public holidays in Mauritius, or any day designated as a non-operating day by the Company on its website.
- 1.7 **Client:** Any individual or legal entity whose application has been approved by the Company to receive financial services and/or products in accordance with this Agreement and its appendices.
- 1.8 **Client Funds:** Refers to the total funds deposited by the Client into their Trading Account(s), adjusted for any realized or unrealized gains or losses, and further accounting for any amounts owed by or to the Company.
- 1.9 **The Company:** UTO Capital LTD is a Global Business Company (Company No. C219529), authorised and regulated by the Financial Services Commission (FSC) of Mauritius as an Investment Dealer (Full-Service Dealer, excluding Underwriting) (license No. GB24203195). Office address: H21 Home Scene Building Healthscape Forbach, Mauritius.
- 1.10 **Contract for Difference (CFD):** A financial agreement between two parties (designated as the "buyer" and the "seller") under which the seller agrees to pay the buyer the difference between the asset's value at contract opening and at closure. If the resulting amount is negative, the buyer must compensate the seller. This contract reflects fluctuations in the market price of the referenced asset.
- 1.11 **Liquidity Provider(s):** Refers to financial institutions, such as banks or brokers, that facilitate or hedge transactions on behalf of the Company with respect to its clients.
- 1.12 **Currency Pair:** The instrument involved in foreign exchange transactions, comprising two currencies. It represents how much of the second currency (Quote Currency) is required to purchase one unit of the first (Base Currency), thereby indicating the relative exchange rate.
- 1.13 **Spread (Currency or CFD):** The numerical difference between the Bid price (selling rate) and Ask price (buying rate) of a specific financial asset at any given moment.

- 1.14 **Contract:** Any arrangement—whether in verbal or written form—between the Company and the Client for the exchange, sale, or purchase of currencies or financial products.
- 1.15 **Derivatives:** Financial contracts whose value is derived from the performance of an underlying asset, such as futures, options, interest rate instruments, stock indices, commodities, or currencies.
- 1.16 **Discretionary Account:** A trading account where the Client has authorized a third party to make trading decisions and execute trades on their behalf.
- 1.17 **Order Execution:** The act of fulfilling a client's trading order on the Company's electronic platform, whereby the Company serves as the designated venue for execution.
- 1.18 **Equity:** The current value of a client's account, calculated as the cash balance adjusted by any gains or losses from open trading positions.
- 1.19 **Client Information:** Any personal or financial details provided by the Client or otherwise collected by the Company in relation to the Client's trading activities and use of services.
- 1.20 **Legal Age:** The minimum age required for a client to legally enter into a binding agreement, which is 18 years or older, depending on their local jurisdiction.
- 1.21 **Leverage Ratio:** A multiplier expressing the relationship between the size of a trade and the initial margin required. For example, a leverage of 1:500 means that the Client can control a position 500 times larger than the margin held.
- 1.22 **Margin Requirement:** The amount of capital that must be maintained in a client's trading account to open or keep an existing position active.
- 1.23 **Foreign Exchange (FX) Contract / Forex:** A type of CFD in which the underlying asset is a currency pair. It represents the short form of foreign exchange trading, where profits or losses are derived from fluctuations in exchange rates.
- 1.24 **Scalping:** A trading practice in which a client opens a high volume of positions within short timeframes or simultaneously buys at the Bid price and sells at the Ask price to capitalize on minimal price differences (Bid/Ask spread).
- 1.25 **Services:** The financial and ancillary services to be rendered by the Company to the Client in accordance with the terms set out in this Agreement.
- 1.26 **Spread:** The numerical difference between the purchase price (Ask) and the sale price (Bid) of a particular financial instrument or its underlying asset, measured at the same moment in time.
- 1.27 **Unusual or Suspicious Trading Activity:** Any activity which the Company, acting reasonably, suspects or concludes—whether or not disclosed to the Client—may affect the proper operation, transparency, or fairness of the trading platform, CFD market, or the underlying asset market. This includes, but is not limited to:
- Placing opposing positions (long/short) on the same or similar instruments simultaneously, regardless of funding source.
  - Attempting to exploit low-liquidity periods or widened spreads through rapid entry and exit of trades using market or limit orders.
  - Engaging in high-risk trading behaviour during price gaps, particularly around market closures or key announcements.
  - Participating in practices deemed to be in bad faith, manipulative, or contrary to market integrity.
- 1.28 **Segregated Accounts:** Bank accounts specifically maintained to separate Client funds from Company funds. These may be held in various currencies (including but not limited to MUR, USD, EUR, GBP) and are utilized solely for the reception, safekeeping, and disbursement of Client monies. The Company employs a strict due diligence process when selecting banking partners to ensure the security of Client funds.

- 1.29 **Swap / Swap Fee:** The financing cost or credit applied to a client's account for maintaining open CFD positions overnight. Depending on the direction and nature of the trade, a swap may be charged or credited.
- 1.30 **Trading Platform:** means the trading account provided by the Company, through which Clients can access financial markets, execute trades, and manage their accounts.
- 1.31 **Company Website:** Denotes the official website of UTO Capital Ltd or any other web domain operated and maintained by the Company from time to time.

## 2. General Agreement

- 2.1 This Client Agreement ("Agreement") is entered into by and between UTO Capital LTD (hereinafter referred to as "the Company," "we," "us," or "our") and the undersigned individual or entity ("the Client"). The Agreement outlines the terms and conditions governing the relationship between the Company and the Client, including the provision of services related to trading financial instruments such as Contracts for Difference (CFDs), foreign exchange contracts, commodities, indices, and other derivatives.
- 2.2 The Agreement takes effect upon the Client's receipt of successful account opening notification and remains valid until terminated.
- 2.3 Upon acceptance of this Agreement and successful account setup, the Company agrees to open and maintain one or more account(s) for the Client. The Company may act as principal or agent to receive, transmit, execute, and/or clear the Client's orders or requests for transactions involving financial instruments or products, including but not limited to contracts for differences (CFDs), denominated instruments, options, commodities, and other financial dealings.
- 2.4 By entering into this Agreement, the Client confirms they have read, understood, and accepted its terms along with any supporting documents and policies published on the Company's website.
- 2.5 The Company, including its directors, employees, or representatives, does not provide investment, portfolio, legal, or tax advice. The Client is solely responsible for evaluating each transaction. If uncertain, the Client must independently seek appropriate professional advice before proceeding.
- 2.6 The Company reserves the absolute right to approve or decline the Client based on whether all required documentation is accurately and fully completed.
- 2.7 The Company may require a minimum initial deposit before granting access to the trading platform. It also reserves the right to demand margin deposits (margin calls), as solely determined by the Company. The Client must meet these margin requirements within one day, unless otherwise stated. Failure to comply may result in suspension or termination of services and platform access until the Client fulfills the obligations.

## 3. Company Obligations

- 3.1 The Company will open and manage one or more trading accounts under the Client's name, providing services in CFDs and Derivatives linked to instruments such as forex, metals, equity indices, and commodities.
- 3.2 A description of services and execution terms will be outlined in a separate specification attached to this Agreement.
- 3.3 The Company may hedge Client positions, in whole or in part, through third-party providers at its discretion.
- 3.4 The Company will take reasonable steps to ensure the Client understands the risks involved in various investments. The Client must review all Company risk-related documents, including warnings and disclosures, available online.

- 3.5 A trade confirmation will be issued to the Client within one business day of execution.
- 3.6 Monthly account statements will be provided upon request unless otherwise agreed. Clients can also access trade history and account balances online and may request records in writing.
- 3.7 The Company ensures its employees are properly trained and knowledgeable to explain product-related risks to Clients.
- 3.8 The Client must fund their account before initiating any trades. All deposits and withdrawals are recorded and monitored.
- 3.9 The Company may execute transactions even if they are not suitable for the Client. Unless otherwise agreed or legally required, the Company is not obligated to monitor or advise on trades or to close open positions.
- 3.10 The Company may request details about the Client's investment knowledge and experience to assess product suitability. If the Client withholds or provides incomplete/misleading information, the Company will assume its accuracy and bears no liability for resulting mismatches unless notified of changes.

#### **4. Risk Disclosure and Acknowledgment**

- 4.1 By entering into this Agreement and engaging in trading activities with the Company, the Client acknowledges and agrees to the inherent risks of such transactions, understanding the potential for substantial financial loss.
- 4.2 The Client understands that trading in leveraged foreign exchange transactions, CFDs, and other financial instruments carries high risk. These transactions are speculative, and the Client acknowledges the potential for significant loss of the margin deposit and/or all invested funds. Price fluctuations in foreign exchange contracts and CFDs can result in total loss.
- 4.3 The Client is solely responsible for their investment decisions and any losses incurred. The Client agrees not to hold the Company or its representatives responsible for any losses resulting from trading activities or following any recommendations made by the Company.
- 4.4 The Client acknowledges that no profit guarantees have been made by the Company or its representatives, and that this Agreement was not entered into based on any such guarantees.
- 4.5 The Client understands that the value of any financial instrument in their account may fluctuate, and they may lose part or all of their investment, even if the Company provides market analysis. Past performance does not guarantee future results.
- 4.6 The Client is responsible for all transactions and market fluctuations in their account and is liable for any losses, including those arising from miscommunications or delays, whether within the Company's control or not.
- 4.7 The Company is not responsible for delays in transaction execution, transmission errors, or failures of communication systems that may impact orders or settlements. The Company is not liable for any losses resulting from such disruptions.
- 4.8 Trading in financial instruments like stocks, options, futures, forex, equities, bonds, and CFDs involves substantial risk. The Client understands that losses may exceed their initial investment, and additional liabilities may accrue beyond the margin deposit.
- 4.9 Trading in foreign markets exposes the Client to additional risks, including differing regulations, political instability, exchange rate fluctuations, and liquidity concerns. The Client should inquire about market-specific rules before engaging in such transactions.
- 4.10 Most electronic trading platforms depend on computer systems for order routing, execution, and settlement. These systems may experience temporary disruptions, and the Client acknowledges the potential for delays or the inability to complete transactions.

- 4.11 The Client understands that the ability to recover losses caused by disruptions may be limited by the system provider, clearinghouse, or other involved entities. The Company does not guarantee the functionality of electronic systems and is not liable for any losses resulting from failures.
- 4.12 Speculative transactions carry significant risk of loss. The Client understands that it is possible to lose the entire amount invested, especially in volatile markets, including CFDs, foreign exchange, and leveraged instruments.
- 4.13 Historical data and past performance are not indicative of future results, and using such data to predict future market movements does not guarantee future performance.
- 4.14 The Client acknowledges the risk of exchange rate fluctuations when trading in currencies other than their own, which may significantly impact the value, price, and performance of financial instruments, leading to substantial gains or losses.
- 4.15 Trading in foreign markets introduces unique risks, such as differing regulations, taxation, political stability, and liquidity, which can affect the performance of financial instruments in those markets.
- 4.16 Certain financial instruments may be illiquid due to reduced demand or market conditions, making it difficult to execute trades or assess the value of investments. The Client accepts the risks of market illiquidity.
- 4.17 During periods of market stress or technical failures, the ability to execute trades may be limited. The Client understands that orders may be executed at different prices, potentially resulting in losses.
- 4.18 If the Client's equity falls below the required margin, they may need to deposit more funds. Failing to meet margin calls may result in the liquidation of open positions at a loss, and the Client remains liable for any deficit.
- 4.19 The Client may incur additional fees, commissions, and charges related to trades and account maintenance. They are responsible for understanding all fees and costs, including those affected by exchange rate fluctuations.
- 4.20 The Company does not provide investment advice or recommendations and is not responsible for any guarantees regarding financial instrument performance. The Client should seek independent advice if unsure about the risks involved.
- 4.21 The Company is not responsible for any tax or legal obligations arising from the Client's trading activities. The Client must comply with applicable tax laws and regulations.
- 4.22 By entering into this Agreement, the Client assumes full responsibility for their trading decisions and the associated risks. The Client affirms their financial capacity to bear these risks and will not hold the Company liable for any trading losses.
- 4.23 The Client agrees to regularly review the Company's website and communication channels for updates to risk disclosures and acknowledges the opportunity to ask questions regarding this Agreement.

## 5. Margin Trading

### 5.1 Margin Requirements and Leverage

- 5.1.1 The Company offers margin trading services where you may be required to provide margin payments. These payments are a deposit of cash to cover any unrealized losses that may arise from your investments in derivative instruments, such as Contracts for Difference (CFDs) or Foreign Exchange (FX) contracts.
- 5.1.2 To enter into leveraged transactions, the Company may require you to deposit an initial margin, which is typically a small proportion of the overall contract value. For instance, with a leverage of 10:1, you will be required to provide only 10% of the total contract value as margin. This allows for significant price movements in the underlying asset to result in either substantial gains or losses.

5.1.3 You understand that margin is required both when entering a transaction and on a daily basis to reflect the movement of the market value of your investment. If the market moves against you, the margin requirements will adjust accordingly.

5.1.4 The Company may require margin in specific currencies, and any margin demand must be satisfied within the specified time. If no specific time is stated, the margin must be provided immediately. Failure to provide the required margin may result in the liquidation of your positions.

## **5.2 Margin Calls and Liquidation of Positions**

5.2.1 If the equity in your account falls below the required margin, the Company will issue a Margin Call. This will prompt the closure of open positions if the margin shortfall is not met. The Company reserves the right to close positions without prior notice should margin requirements not be fulfilled.

5.2.2 If you fail to meet a margin requirement, your position(s) may be automatically liquidated at the market price, and you will be liable for any resulting losses.

5.2.3 The Margin Call process is automated and managed through the Company's trading platform, and no discretion will be applied regarding the order in which positions will be closed. You are encouraged to maintain sufficient margin in your account to prevent such automatic closures.

## **5.3 Leverage and Risk**

5.3.1 Trading with leverage amplifies both potential returns and risks. The higher the leverage, the greater the risk and potential for loss. The Client acknowledges the associated risks with trading on margin and agrees to only engage in margin trading if they understand the risks involved and have the appropriate risk tolerance.

5.3.2 The Company may change the leverage ratio at any time, depending on factors such as the Client's trade volume, trading patterns, and prevailing market conditions. In certain cases, the Company may reduce leverage automatically, which could lead to a margin call or stop-out event if the reduced leverage results in insufficient equity to maintain open positions.

5.3.3 The Client acknowledges that a reduction in leverage could trigger a margin call, and it is their responsibility to ensure their account has adequate margin to cover such changes.

## **5.4 Margin Payment and Collateral**

5.4.1 Margin may be provided in the form of cash or other assets as determined by the Company, at its discretion. The Company reserves the right to change the assets acceptable as collateral.

5.4.2 The Client agrees that all margin payments are due immediately upon demand. This includes any outstanding fees, charges, commissions, and expenses incurred by the Company in relation to the termination of any agreement or the settlement of any margin position.

## **5.5 Stop-Out Level**

5.5.1 The Company will apply a stop-out level at 50% of the used margin. If the equity in the account falls below 100% of the margin requirement, a Margin Call will be triggered. If the equity drops to 50% or below, the Company will initiate the automatic closure of open positions, starting with the most unprofitable positions.

5.5.2 In certain cases, drastic price movements may result in positions being closed without an opportunity to restore margin levels, which may lead to a total loss of the Client's investment.

## **5.6 Client Responsibilities**

5.6.1 The Client is solely responsible for monitoring their margin levels and ensuring they have adequate funds in their account to cover margin requirements. The Company is not obligated to notify the Client of any margin calls.

5.6.2 The Client agrees to maintain the appropriate level of margin at all times and understands that margin requirements may vary depending on account size, market conditions, and trading style.

5.6.3 It is strongly advised that the Client familiarizes themselves with the Company's Trading Conditions and Best Execution Policy before engaging in margin trading.

## **5.7 Margin Call Notifications**

5.7.1 All margin calls will be communicated directly via the Company's online trading platform. The Client will be able to view their margin requirements and account status in real time.



5.7.2 b. The Client agrees that the Company is not responsible for providing notifications regarding margin calls outside of the trading platform. It is the Client's responsibility to monitor their account to avoid potential liquidation of positions.

## 5.8 Changes to Margin and Leverage

5.8.1 The Company reserves the right to modify the margin requirements and leverage limits for specific products or jurisdictions at any time, without prior notice. This includes the ability to alter the leverage applied to Client accounts based on market conditions, regulatory requirements, or the Client's trading behaviour.

5.8.2 The Client acknowledges that any changes to the leverage or margin requirements may result in a margin call or position closure.

## 5.9 Risks of Margin Trading

5.9.1 The Client acknowledges and understands the risks associated with margin trading. Trading on margin involves borrowing funds to increase the size of a trade, which magnifies both the potential profits and losses. The Client agrees that margin trading may not be suitable for everyone and accepts responsibility for the risks involved.

5.9.2 Before deciding to trade on margin, the Client should carefully consider their investment objectives, risk appetite, and level of experience. The Company does not assess the suitability of margin trading for the Client's financial situation.

# 6. Deposits and Withdrawals

6.1 **Deposits and Payments:** The Client acknowledges that the Company accepts deposits only from accounts bearing the same name as the trading account holder. All deposits must be made through approved payment channels, including bank transfer, debit/credit card, and electronic wallets (including cryptocurrency wallets), as outlined by the Company. The Company does not accept third-party payments.

6.2 **Company Account for Trading:** The Client's trading account is solely for trading purposes. The Company is not a bank and does not hold deposits as a banking institution. Deposits are solely maintained to facilitate margin requirements for trading activities.

6.3 **Return of Funds:** Should the Company receive funds for a trading account that is not associated with the Client's trading activity or account, the full amount of such funds will be returned to the depositor, subject to refund fees. The Company reserves the right to reject any funds that are not linked to a legitimate trading account or account holder.

6.4 **Refunds** of deposits will be made only to the original source of payment. Any changes to the withdrawal method may require additional documentation for verification. The Company reserves the right to charge any applicable fees for refunds.

6.5 **Anti-Money Laundering (AML) Compliance:** The Company complies with all applicable anti-money laundering laws and regulations. This includes reviewing client accounts and transactions for suspicious activity and ensuring that funds are not being used for money laundering or illegal activities. The Company reserves the right to refuse deposits or withdrawals if suspicious activity is detected.

## 6.6 Deposit Procedures

6.6.1 **Accepted Methods of Payment:** Deposits into the Client Account can be made via bank transfer, debit/credit card, electronic wallets, or crypto wallets, provided the funds originate from the Client. The Company will make available detailed instructions on acceptable deposit methods, processing times, and any associated fees on its website.

6.6.2 **Funds Source Verification:** The Company reserves the right to ensure that all deposits are made from the Client's own bank or wallet account. If verification fails, the deposit may be rejected and returned to the originating account.

**6.6.3 Return of Deposits:** Deposits will be returned to the Client using the same payment method and account that the funds originated from. If this is not possible, the Client may be required to provide additional documentation to confirm the source and destination of the funds.

**6.6.4 Third-Party Payments:** Deposits made by third parties will be rejected, and any such funds will be refunded to the source account, subject to any applicable refund fees.

## **6.7 Withdrawal Procedures**

**6.7.1 Withdrawal Requests:** The Client may request a withdrawal of funds via the Client portal. The Company will process withdrawal requests within five (5) business days, subject to the following conditions:

- The withdrawal instruction contains all necessary information.
- The requested withdrawal does not exceed the available free margin in the Client's account.
- The withdrawal is directed to the Client's personal bank or payment account (no third-party withdrawals).

**6.7.2 Withdrawal Method:** Withdrawals will be processed only to the same payment method and account used to deposit funds. The Company reserves the right to reject withdrawal requests if the information provided does not align with the original deposit account.

**6.7.3 Withdrawal Limits:** The Company reserves the right to decline a withdrawal request if it does not match the payment method or account of the Client. The Company may also suggest an alternative method for the withdrawal, at its discretion.

**6.8 Fees and Charges:** The Client agrees that all withdrawal fees, including transaction fees imposed by third-party payment providers (banks, card processors, electronic wallets, etc.), will be borne by the Client. The Company may charge additional service fees at its discretion, and such charges will be deducted from the Client's trading account.

**6.9 Currency Conversion:** If the Client's deposit currency differs from the currency of the trading account, currency conversion will be performed by the payment processor at the prevailing exchange rate, and associated conversion fees may apply.

**6.10 Withdrawal Method Compliance:** Withdrawals will only be processed if they are consistent with the original deposit method and destination. The Company reserves the right to reverse or refuse any withdrawals that do not comply with these standards.

**6.11 Rejection of Payments:** The Company reserves the right to reject payments that originate from high-risk regions, or if the payment appears suspicious or fraudulent. The Company reserves the right to reject payments including those via credit card or electronic payment systems, that do not align with the Client's account details or appear to come from high-risk regions. Additionally, the Company may withhold or cancel orders that appear fraudulent, pending manual review.

**6.12 Deposit and Withdrawal Processing Times:** Deposits and withdrawals will be processed promptly, typically within one business day after receipt of cleared funds. However, delays may occur if the information provided by the Client is incorrect or requires additional verification.

## **6.13 Liability and Responsibility**

**6.13.1 Accuracy of Payment Details:** The Client is responsible for providing accurate and complete payment details. The Company is not liable for any funds that are lost or delayed due to incorrect payment information provided by the Client.

**6.13.2 Dispute Resolution Costs:** The Client is liable for any costs associated with payment disputes, including fees paid to payment processors, attorneys, or other third parties involved in resolving such disputes.



6.14 **Changes to Charges:** The Company reserves the right to change or update any deposit, withdrawal, or transaction fees without prior notice. The most current fees will always be available on the Company's website.

6.15 **Termination and Account Closure:** In the event of account closure or termination, any outstanding fees or charges related to withdrawals will be deducted from the Client's account balance before processing the final payment.

## 7. Communications and Notifications

### 7.1 Telephone Records:

7.1.1 The Company may record and save any telephone calls ('Telephone Records') between the Client and the Company as electronic records. The Client agrees that the Company may use these records at its discretion, including but not limited to instances when a dispute arises between the Client and the Company.

7.1.2 All instructions received from the Client during a telephone call in relation to trading financial instruments are conclusive and binding.

7.1.3 The Company may provide copies of such recordings to regulatory or competent authorities without prior notice to the Client.

### 7.2 Client Communication Consent

7.2.1 The Client consents that any communication received by the Company, in relation to the Service Agreement or any marketing communication, does not violate any rights of the Client under this Agreement.

### 7.3 Methods of Communication

7.3.1 The Client shall provide instructions and requests via the Client terminal/platform. For other issues, the Client may also use the registered email address, phone number, or live chat.

7.3.2 Any written notice under this Agreement may be sent via the platform, internal mail, email, facsimile, and/or registered mail.

7.3.3 The Company will use the Client's contact details (e.g., address, email address, or fax number) as indicated on the Client account application or the most recent details provided by the Client in writing. The Client agrees to accept notices or messages from the Company at any time.

### 7.4 Client Responsibility to Notify the Company of Changes

7.4.1 The Client must inform the Company promptly of any changes to the Client's registered contact details, such as postal address or email address, by emailing the Company at: [support@utocapitalllc.com](mailto:support@utocapitalllc.com).

7.5 **Notice Deemed Served:** Any written notice given under this Agreement shall be deemed to have been served as follows:

- **If sent by email** – within four (4) hours of sending it.
- **If sent by internal mail on the platform** – within four (4) hours of sending it.
- **If sent by post** – seven (7) calendar days after posting it.
- **If posted on the Company's news webpage** – within four (4) hours of posting.

### 7.6 Confirmation of Transactions and Account Statements

7.6.1 Confirmations of transactions, balances, equity, order requests, margin calls, etc., made through statements or via the platform shall be binding on the Client unless the Client objects to any errors in writing.

7.6.2 If an error is discovered, the Company reserves the right to correct it. In such cases, the account will be adjusted to reflect the correct balance, and the Client will be notified promptly, either in writing or orally.

7.6.3 Reports of order confirmations and account statements will be deemed correct and conclusive unless the Client raises an objection within one (1) business day of receiving them. Failure to object within this time frame will be considered as acceptance of the information, and no further claims will be accepted. The Client's failure to receive a trade confirmation does not relieve the Client of their obligation to object within the time specified.

## **7.7 Client's Responsibility for Personal Detail Updates**

7.7.1 The Client understands that it is their responsibility to promptly notify the Company in writing of any changes to their personal details. Failure to do so may result in delayed or incorrect communications.

## **8. Charges and Fees**

### **8.1 Obligations for Payment**

8.1.1 The Client agrees to pay the Company all commissions, charges, and costs set forth in the Contracts Specifications. These fees, along with other applicable costs, will be made available on the Company's Website.

8.1.2 The Company is authorized to deduct fees and charges related to services provided, such as administration charges (including fees for returned cheques, payment processing, debt collection, and telephone transcript copies), transaction fees, and fees charged by third parties in connection with the Client's transactions (including tracing fees), without prior reference to the Client.

8.1.3 The Company may change the commissions, charges, and other costs at any time, without prior notice to the Client. All changes will be duly communicated to the Client.

8.1.4 At the Company's discretion, it may waive or reduce fees or transaction charges for individual Clients or groups of Clients, for any duration, with or without conditions, and without notice.

8.1.5 The Client is responsible for paying all transaction charges, fees, settlements, interest, and any other amounts owed to the Company, as demanded, either in cleared funds or as specified in the Agreement.

8.1.6 The Company may share transaction fees and charges with other parties without being obligated to disclose such sharing to the Client unless required by law.

8.1.7 If the Client has been introduced to the Company by a Partner (Introducer or Affiliate), the Company may pay a fee or commission to the Partner based on the Client's trading volume or other agreements between the Company and the Partner. Further details can be provided upon request.

8.1.8 The Client consents to receiving notifications if the Company pays commissions or fees to any third party that introduced the Client or acts on their behalf.

8.1.9 The Client is responsible for filing tax returns and reports related to any Transactions, and for paying all applicable taxes (e.g., transfer taxes, value-added taxes) arising from such Transactions.

8.1.10 Commissions or fees paid by or to the Company are subject to applicable regulations.

### **8.2 Swap Fees and Credits**

8.2.1 When a CFD contract is held overnight, the Client's Order is subject to Swap Fees or Swap Credits, as determined by the Company.

8.2.2 Depending on the interest rates of the currency pair involved, the Client may either be credited or debited with a financing fee. This adjustment occurs at 23:59 server time and is automatically converted into the Client's account balance currency.

8.2.3 Swap rates are variable and subject to change based on the level of interest rates. The Company reserves the right to adjust swap rates without prior notice to the Client.

8.2.4 Swap Fees or Swap Credits are calculated and applied at the beginning of the next Trading Day.

8.2.5 No Swap Fees, Swap Credits, or transaction fees are payable when a CFD contract is opened and closed on the same Trading Day.

### 8.3 Clarification and Responsibility for Charges

8.3.1 Before trading CFDs, the Client should consider any applicable charges, including spreads, commissions, and swaps. The Client is solely responsible for seeking clarifications from the Company regarding these charges, if necessary.

8.3.2 The Client should be aware that some charges may be represented as percentages of the CFD value. It is the Client's responsibility to ensure they understand the exact amount of the charge represented by these percentages.

8.3.3 The Company reserves the right to change any charges applicable to Clients when trading financial instruments, without prior written notice. The most up-to-date charges can be found on the Company's Website.

8.3.4 Charges will be deducted directly from the Client's trading account as they are incurred.

8.3.5 The applicable spreads (including any markup by the Company) and commissions for conducting a trade can be found on the Company's Website.

## 9. Client Money & Safeguarding of Client Financial Instruments

9.1 **Segregation of Client Funds:** The Company is committed to maintaining the segregation of Client funds from its own funds. Client funds will be placed into segregated accounts with approved financial institutions. These funds will be clearly identified as Client funds through differently titled accounts in the books of the financial institution or other equivalent measures that provide the same level of protection. This ensures that Client funds are protected and accessible at all times.

9.2 **Client Funds Deposited with Third Parties:** The Company may place Client funds in accounts held by third-party financial institutions, such as banks, brokers, or payment processors. These third parties may include institutions located outside the jurisdiction of the Company. In such cases, the Client acknowledges that the legal and regulatory regimes in these jurisdictions may differ from those applicable in Mauritius, and in the event of insolvency or other proceedings, Client funds may be treated differently than they would be in Mauritius.

9.3 **Omnibus Accounts:** Client funds may be pooled together with funds from other clients in an omnibus account, meaning that individual funds may not be separately identifiable. In the event of insolvency of the financial institution holding the omnibus account, Clients may not be able to claim a specific portion of the segregated funds, and the Company will not be held liable for any shortfall in such cases.

9.4 **No Interest on Client Funds:** The Company does not pay interest on funds held in segregated Client accounts. The Client acknowledges and waives any rights to interest on funds held in these accounts, as the Company is not obligated to do so.

9.5 **Due Diligence in Fund Custodians:** The Company will exercise due skill, care, and diligence in selecting reputable financial institutions, brokers, or custodians to hold Client funds. However, the Company will not be held liable for the insolvency or actions of such third parties. The Client understands that, in the event of a failure of any third-party custodian or financial institution holding Client funds, they may have limited recourse to recover their funds, and losses may be shared proportionately across all clients' funds in an omnibus account.

- 9.6 Transfers to Third Parties:** The Company may transfer Client funds to third parties such as exchanges, clearing houses, or intermediaries as part of the transaction or for margin requirements. The Client authorizes such transfers and acknowledges that the Company will not be responsible for the solvency, actions, or omissions of any third-party institution involved in such transfers.
- 9.7 Payment Service Providers:** The Company may maintain merchant accounts with payment service providers for settlement of payment transactions. These accounts are not intended for the safekeeping of Client funds but are used solely for the purpose of settling transactions. The Client understands that these payment service providers may withhold a portion of the deposit as a rolling reserve, but such amounts will not affect the balance of the Client's trading account with the Company.
- 9.8 Legal Compliance and Transfer Restrictions:** The Client is responsible for ensuring compliance with the relevant laws and restrictions in their jurisdiction when transferring funds to their trading account. Transfers to the Client's trading account will be processed in the currency of the trading account, and if a different currency is used for the transfer, the Company will convert the funds at its internal exchange rate on the day the payment is posted.
- 9.9 Insolvency and Default Risk:** In the event of the Company's insolvency, the relevant authorities may take control of the Client's funds. The Client acknowledges that segregated funds are protected but may still be subject to the laws and regulations governing the insolvency process, which may affect the recovery of their funds. The Client's funds will be prioritized, but the effectiveness of protection may vary depending on the asset type and the jurisdiction.
- 9.10 Client Responsibility for Funds:** The Client confirms that any funds transferred to the Company's accounts are of legal origin and that they hold full ownership of the funds and have the legal right to use them. The Client further agrees that they will not use third-party funds for deposits or make withdrawals to third-party accounts. The Company does not accept payments from third parties or allow withdrawals to third-party accounts.
- 9.11 Client Indemnity for Third-Party Defaults:** The Client agrees to indemnify the Company for any loss or damage resulting from the actions or omissions of third-party financial institutions, payment processors, or custodians involved in holding or transferring Client funds. This indemnity extends to cases where such third parties default or fail to meet their obligations.
- 9.12** The Client acknowledges their understanding of the Company's processes for safeguarding Client funds, the potential risks involved, and their responsibility in ensuring compliance with applicable laws. The Client accepts that, while the Company takes necessary steps to protect their funds, it cannot be held liable for actions outside its control, including those of third-party custodians and financial institutions.

## 10. Representations and Warranties

- 10.1** The Client represents, warrants, and agrees that each of the below representations and warranties is true, valid, accurate, and complete, and shall be deemed repeated each time the Client gives an Instruction or Request, as of the time of such Instruction or Request.
- 10.2** The information provided by the Client in the "Complete your Profile" Form, the Agreements, and/or any subsequent forms or documents provided at the time of registration and thereafter is true, accurate, authentic, and complete in all material respects.
- 10.3** The Client is of full legal age and has full legal capacity to enter into this Agreement and perform all obligations hereunder.
- 10.4** The Client has read and fully understood the terms of the Agreements, including the Risk Disclosure, and agrees to be bound by them.

- 10.5 The Client is duly authorized to enter into the Agreements, to give Orders, Instructions, and Requests, and to perform its obligations under the Agreements.
- 10.6 All actions taken by the Client under the Agreements will comply with applicable laws, regulations, ordinances, by-laws, or rules, including those of the jurisdiction in which the Client is a resident, and will not violate any other agreement binding on the Client or affecting any of the Client's assets.
- 10.7 The Client consents to the provision of information related to the Agreements via the Company's Website and/or other means chosen by the Company at its sole discretion.
- 10.8 The Client confirms that they have regular access to the internet and consents to receiving information about amendments to the terms, costs, fees, policies, and risks associated with investments via the Company's Website.
- 10.9 The funds deposited by the Client with the Company are not the proceeds of any illegal activity, nor are they used or intended to be used for terrorist financing.
- 10.10 The funds deposited by the Client with the Company are owned by the Client and are free from any lien, charge, pledge, encumbrance, or claim by any third party.
- 10.11 The Client has chosen the services provided by the Company based on their financial situation and considers them reasonable under the circumstances.
- 10.12 If any of the Client's promoters, directors, or officers becomes a Politically Exposed Person (PEP) during the term of the Agreement, the Client will notify the Company promptly.
- 10.13 The Client represents that the purpose of their transaction with the Company is one or more of the following:
- Speculative
  - Hedging
  - Investment
  - Intraday Trading
  - Risk Management
- 10.14 If the purpose of the Client's transaction changes at any time, the Client undertakes to notify the Company immediately.
- 10.15 The Client has an ongoing obligation to inform the Company if there is any change to the Client's tax status.
- 10.16 If the Client is employed by or contracted with a financial services firm or any firm that controls the Client's financial transactions, the Client shall provide proper notice to the Company of such employment and any applicable restrictions on trading or transactions.
- 10.17 The Client agrees not to use the prices made available by the Company for any purposes other than their own trading activities. The Client also agrees not to redistribute the prices to third parties, whether for commercial or other purposes.
- 10.18 The Client agrees to use the services offered by the Company in good faith. The Client shall not use any electronic devices, software, algorithms, trading strategies, or arbitrage practices (such as latency abuse, price manipulation, or time manipulation) to exploit or take unfair advantage of the Company's bid or offer prices. Any attempt by the Client to engage in activities that involve no downside market risk will be considered as taking unfair advantage of the Company.
- 10.19 In cases not explicitly covered under this Agreement, the Company will resolve matters in good faith and in accordance with market practices. The Client agrees to provide any information, documentation, or take actions as requested by the Company to respond to such situations.
- 10.20 The Client represents that they have not been coerced or persuaded to enter into the Service Agreement with the Company.

- 10.21 The Client represents that they are over 18 years of age (in the case of a natural person) or that they are a legal entity with full capacity to enter into the Service Agreement.
- 10.22 The Client agrees that the Company reserves the right to revoke any Power of Attorney documents governing the relationship between the Client and their authorized representative without prior written notice.
- 10.23 The Client declares that they are fully aware of the requirements, restrictions, and reporting obligations set by their local jurisdiction in relation to entering into this Agreement and engaging in trading with the Company. The Client undertakes to comply with all such applicable requirements.
- 10.24 The Client represents that any trading in financial instruments is proportional to their financial situation and that they have sought or will seek independent financial advice if necessary.
- 10.25 The Client agrees that all transactions in financial instruments shall only be conducted through the Company's trading platforms available to the Client at any given time.
- 10.26 The Client accepts the contract specifications for each financial instrument as available on the company's website and understands that the Company reserves the right to change these specifications without prior written notice.
- 10.27 If the Client consists of more than one natural or legal person, the Client's obligations under the Service Agreement shall be joint and several. Any communication, including but not limited to notices and orders, shall be construed as delivered to all persons forming the Client.
- 10.28 The Client agrees that the Company has a lien on any amount deposited in the Client's trading account that is due for payment. The Company may exercise this lien without the Client's consent, although the Client will be notified of its intention to do so.
- 10.29 The Client represents that, if any amount is due for payment to the Company, the Company has the right to debit the Client's trading account accordingly.
- 10.30 The Client consents that if their trading account is inactive for six months with a balance of less than USD 15 (or currency equivalent), the Company may, at its discretion, disable the account. The Client may reactivate the account at any time through the Client Portal.

## 11. Force Majeure

- 11.1 The Company reserves the right, in its reasonable discretion, to determine the occurrence of a Force Majeure Event. In the event of such an occurrence, the Company will, as soon as reasonably practicable, inform the Client. A Force Majeure Event includes, but is not limited to:
- a) Any act, event, or occurrence beyond the Company's control, such as national emergencies, strikes, riots, civil commotion, governmental actions, acts of terrorism, outbreaks or threats of war or hostilities, natural disasters (e.g., earthquakes, floods, storms), accidents, fires, breakdowns, interruptions, or malfunctions of power supplies, electronic or communication equipment, supplier failures, civil unrest, statutory provisions, lockouts, or other calamities, economic or political crises, or other force majeure events that prevent the Company from maintaining an orderly market in one or more of the Instruments.
  - b) The suspension, liquidation, or closure of any market, the abandonment or failure of an event upon which the Company bases its Quotes, or the imposition of limits or special terms on trading in any such market or event.
  - c) Abnormal market conditions that impede the execution of normal market operations.
  - d) Any event, act, or circumstance beyond the Company's reasonable control, where such events render it impossible or impractical for the Company to perform its obligations under this Agreement.



- 11.2 Upon determining the existence of a Force Majeure Event, and without prejudice to any other rights under the applicable agreements, the Company may, at its discretion and without prior written notice, take any of the following actions:
- a) Increase margin requirements for the Client's open positions.
  - b) Close out any or all open positions at such prices as the Company, acting in good faith, considers appropriate under the circumstances.
  - c) Suspend, freeze, or modify any or all terms of the Operative Agreements to the extent that such modifications are necessary due to the Force Majeure Event.
  - d) Take or omit actions that the Company deems reasonably appropriate based on the situation, considering the positions of both the Company and the Client, as well as other Clients.
  - e) Increase spreads on relevant financial instruments.
  - f) Decrease leverage applied to the Client's open positions.
- 11.3 Except as expressly stated in this Client Agreement, the Company shall not be liable for any loss, damage, or failure to perform its obligations under this Agreement where such failure is due to the occurrence of a Force Majeure Event. This includes, but is not limited to, delays, interruptions, or disruptions arising from a Force Majeure Event.
- 11.4 The Company may also determine that a Force Majeure Event has occurred in the form of unforeseen technological, political, governmental, or similar circumstances not anticipated at the time of entering into the transaction. This can include issues affecting the Company's infrastructure, such as malicious activities targeting the Company's servers, which are beyond the control of both the Client and the Company.
- 11.5 In response to a Force Majeure Event, the Company reserves the right to amend the terms of the Service Agreement, suspend services, or make any other necessary amendments to comply with the altered circumstances caused by the Force Majeure Event.

## 12. Market Conduct

- 12.1 Notwithstanding any other provision of this Agreement, the Company retains the right, subject to applicable laws, to take any action deemed necessary in its reasonable discretion to ensure compliance with Market Rules, Money Laundering Requirements, and other relevant laws, rules, regulations, and regulatory decisions. This includes the ability to sell or close any or all Transactions that the Client has opened, when deemed necessary by the Company.
- 12.2 The Company reserves the right to report any transaction entered into by the Client, or on their behalf, to the relevant regulatory authority in accordance with the Market Rules.
- 12.3 The Company may hedge its liability to the Client by opening similar positions with other institutions or in the Underlying Market. Consequently, when the Client opens or closes a transaction with the Company, the Client's actions may influence the Underlying Market, as well as the Company's own pricing. This could potentially result in market abuse, and the provisions outlined here aim to prevent such abuse.
- 12.4 The Client represents and warrants that they have sufficient knowledge and understanding of applicable laws or regulations relating to market abuse, short selling, and insider dealing. The Client and any authorized user appointed by the Client shall not submit any Order that could reasonably be considered to violate such laws or regulations. The Company will monitor transactions rigorously, assessing trading practices that may be classified as market abusive through internal surveillance. The Company reserves the right, in its discretion and without prior notice, to void or amend any transactions that arise from abusive practices or strategies. Furthermore, the Company may increase spreads on the

Client's account and any amounts received by the Client from such transactions shall be promptly returned to the Company.

- 12.5 The Company's objective is to provide the most efficient trading liquidity available through streaming, tradable prices for most financial instruments on the trading platform.
- 12.6 Due to the highly automated nature of price delivery, the Client acknowledges that price misquotations may occur occasionally.
- 12.7 The Company considers trading strategies that exploit price misquotations or engage in bad faith actions (commonly referred to as 'sniping') to be unacceptable. If the Company determines, at its sole discretion and in good faith, that the Client or their representative is attempting to exploit, benefit from, or take advantage of such misquotations, or is engaging in other improper or abusive trading practices, such as but not limited to:
- a) Fraudulent or illegal actions leading to the transaction.
  - b) Orders based on manipulated prices due to system errors or malfunctions.
  - c) Arbitrage trading based on system errors, manipulations, or exploiting inaccuracies in pricing offered on the Platform.
  - d) Coordinated transactions by related parties to take advantage of system errors or delays.
  - e) Trading strategies that seek to profit from small price fluctuations (commonly known as sniping or scalping).
  - f) Exploiting the Swap Free Account for financial gain.

The Company may take action to prevent or address such practices, as outlined below.

- 12.8 In the event of any of the above-mentioned improper trading activities, the Company reserves the right to:
- a) Adjust the price spreads available to the Client.
  - b) Restrict the Client's access to streaming, instantly tradable quotes, and potentially provide manual quotations only.
  - c) Remove any historic trading profits gained by the Client through the abuse of liquidity, as determined by the Company during the trading relationship.
  - d) Reject any Order or cancel any trades.
  - e) Terminate the trading relationship with the Client immediately.

## 13. Miscellaneous

- 13.1 The Company reserves the right to suspend or close the Client's Trading Account at any time, with or without prior written notice, for any valid reason including but not limited to Abnormal Market Conditions, technical errors, miss-configuration, or suspected fraudulent, manipulative, or abusive activity.
- 13.2 The Company, at its sole discretion, may refuse to offer services or products to any person, and may revise its eligibility criteria at any time without prior notice.
- 13.3 The Company may amend the terms of this Agreement from time to time. Any such amendments will be effective upon being posted on the Company's official Website.
- 13.4 The Company may suspend, unwind, or cancel any Transaction arising from technical issues or suspect activity. In such cases, the Company may withdraw any profits and charge related costs deemed inappropriately gained and shall not be liable for resulting losses or damages.
- 13.5 If a matter arises that is not explicitly covered in this Agreement, the Company will act in good faith and, where applicable, in accordance with market practice to resolve the situation.

- 13.6 Any delay or failure by the Company to exercise its rights under this Agreement does not constitute a waiver of such rights. The rights and remedies available to the Company are cumulative and not exclusive of those provided by law.
- 13.7 In the event of the death or mental incapacity of a client who is one of multiple authorised signatories, all funds held will be managed for the benefit of the surviving Account Holder(s), who will also bear all corresponding obligations and liabilities.
- 13.8 The Client acknowledges that the Company's official language is English. Any translations provided are for informational purposes only and are not legally binding. The English version of any content or Agreement prevails in case of discrepancies.
- 13.9 Unless otherwise instructed, all communication from the Client to the Company must be in writing and sent to the Company's registered address as listed on the "Contact Us" page. Communications are considered effective upon receipt.
- 13.10 The Client shall not assign or transfer any of their rights or obligations under this Agreement to any third party. However, the Company may assign or transfer its rights or obligations, in whole or in part, to another party, provided that such party agrees to be bound by this Agreement.

#### **14. Confidentiality and Data protection**

- 14.1 The Company shall be responsible for the protection and lawful processing of all personal data held in relation to the Client, in accordance with applicable data protection laws, including but not limited to the Data Protection Act 2017.
- 14.2 The Company may collect, store, use, and process personal data provided by the Client in connection with the services offered. This includes data necessary for compliance with legal obligations, execution of services, and operational improvement. Clients confirm they have read and understood the Company's Privacy Policy as made available during account opening and on the Company's official website.
- 14.3 Where the Client is a legal entity or provides data on behalf of a third party, the Client confirms that proper consent has been obtained from the data subject(s) for the processing, disclosure, and storage of their personal information, and that such persons have been informed of their rights under the relevant data protection laws.
- 14.4 Personal data and confidential information shall not be disclosed to any third party unless:
- a) Required by law or regulatory authority with jurisdiction over the Company;
  - b) Necessary to fulfill the Company's obligations under FATCA, CRS, or other reporting obligations;
  - c) Needed to prevent fraud or illegal activity;
  - d) Required by courts or enforcement agencies;
  - e) Necessary for the performance of the Company's duties by employees, consultants, auditors, or legal advisers (all bound by confidentiality obligations);
  - f) Requested or consented to by the Client; or
  - g) Necessary in legal proceedings between the Parties.
- 14.5 The Client consents that the Company may share personal data in anonymized and aggregated form with contracted third parties for statistical analysis and marketing improvement. The Client may opt out of direct marketing communications by notifying the Company via email at [support@utocapitalllc.com](mailto:support@utocapitalllc.com)
- 14.6 The Company may monitor and record all communications, including telephone conversations and electronic exchanges, for compliance, training, and evidence purposes. All such recordings shall remain the sole property of the Company and may be submitted to regulatory or legal authorities as required. Clients waive any objections to the Company's use of such recordings as evidence.

- 14.7 Clients may request access to their personal data held by the Company, subject to payment of a reasonable service fee. Records, including those of communications and trading history, shall be retained for a minimum of seven (7) years or longer if required by applicable law.
- 14.8 All information shared by the Client which is not publicly available shall be treated as confidential. The Company shall take all reasonable steps to maintain confidentiality, except where disclosure is required or permitted under this Agreement.
- 14.9 Clients are required to use the Company's official communication channels. Failure to do so may result in the Client being held liable for any resulting issues or misunderstandings.

## **15. Account Opening**

- 15.1 Prior to opening a trading account, the Company will provide the Client with all relevant information and a copy of this Agreement, either through its website, via email, or in person. Once logged into the Company's website, the Client will be able to access and/or complete the application package, which includes: (a) the account application form, (b) personal information and supporting documents, and (c) the Client Services Agreement.
- 15.2 In compliance with Applicable Regulations, the Company is required to perform Know Your Customer (KYC) and due diligence procedures to verify the identity of every individual registering through its website. To fulfil this obligation, the Company will collect personal data from the Client, such as full name, residential address, contact number, email, nationality, date of birth, and other relevant details.
- 15.3 Upon receipt of the completed application form, the Company may use the information provided to conduct further checks it deems appropriate, based on its internal policies and the circumstances of the application. Periodic reviews and additional verification may also be conducted. The Client is expected to cooperate fully and promptly supply any additional information requested. The Company relies on the accuracy and completeness of the data submitted in the application or otherwise, unless notified in writing of any changes. The Client must promptly inform the Company of any updates to their personal details or changes in their circumstances.
- 15.4 The Company is under no obligation to accept any individual as a client until all required documentation has been received, duly completed, and all internal verifications — including anti-money laundering and identity checks — have been satisfactorily concluded. Additionally, the Company may apply enhanced due diligence measures for Clients residing in jurisdictions with a higher risk of money laundering.
- 15.5 To verify a client's identity, the Company will request valid photo identification and may require authentication by a third party. As a minimum, Clients must provide a government-issued photo ID (e.g., passport, driver's license, or national ID) showing their full name, photograph, date of birth, ID number, and expiry date. Proof of residential address (e.g., utility bill or bank statement) must also be submitted. All documentation must match the details provided in the application.
- 15.6 Based on the information submitted during the account opening process, the Company will assess the Client's eligibility to open and operate a trading account. The trading account will only be activated upon successful completion and evaluation of the KYC and due diligence checks.

## **16. Termination and Default**

- 16.1 Either Party may terminate this Agreement by providing the other with thirty (30) days' written notice, without prejudice to the Company's right to terminate immediately under specific conditions outlined herein.

16.2 The Company may terminate this Agreement immediately, with written notice to the Client, under any of the following circumstances:

- Repeated or serious breaches of the Agreement by the Client.
- Reasonable suspicion of false or misleading information provided by the Client.
- Suspected use of the account for illegal activities.
- Abusive or threatening behaviour by the Client toward Company personnel.
- Change in the Client's physical location without notification to the Company.
- Failure to provide accurate and updated information.
- At the sole discretion of the Company, where activities are no longer in accordance with this Agreement.

16.3 In the case of the Client's insolvency, liquidation, or mental incapacity, the Client or their legal representative must provide the Company with relevant documentation (e.g., letters of administration or executorship). The Company shall not be liable for any losses or charges incurred during such periods.

16.4 Upon termination:

- The Company may revoke the Client's access to its trading platform without further notice.
- All financial obligations of the Client to the Company become immediately due, including fees, charges, and any losses from the closing of transactions.
- The Client must close all open positions. If the Client fails to do so, the Company may do so on their behalf at prevailing market rates.
- The Company reserves the right to refuse new position openings or withdrawal requests until all obligations are settled.

16.5 Following termination, the Company may, without notice:

- Consolidate and set off balances from multiple Client accounts.
- Close any or all Client accounts.
- Convert balances into another currency.
- Settle outstanding positions at current market prices.

16.6 If no illegal activity is suspected and a balance remains in the Client's favour, the Company shall return such funds (net of any withholdings for future liabilities), accompanied by a transaction summary. Transfers will only be made to accounts in the Client's name, and third-party transfers may be refused at the Company's discretion.

16.7 The Company may suspend the Client's account without notice in instances of suspected abuse, repeated errors, insufficient funds, or any actions that may harm the Company's interests.

16.8 The Client has the right to terminate the Agreement within fifteen (15) business days of receiving notice of any amendment, provided there are no open positions or outstanding obligations. Termination requests must be submitted by registered post or designated email.

16.9 The Company may terminate the Agreement by providing at least seven (7) business days' written notice, specifying the termination date.

16.10 The Agreement shall terminate immediately in the event of:

- A violation by the Client of any provision herein.
- Initiation of bankruptcy or winding-up proceedings involving the Client.
- Death of the Client.
- Fraud involving the Company perpetrated by the Client.

16.11 Termination does not affect any outstanding obligations the Client owes to the Company. The Client remains liable for:

- Any amounts due.

- Expenses incurred by the Company as a result of termination.
- Any losses resulting from arrangements or settlements made in connection with this Agreement.

16.12 Upon termination under standard conditions, the Company shall transfer any remaining Client funds (less any outstanding obligations) to an account under Clients name that has been verified.

16.13 In cases of fraud or where Clause 16.10 applies, the Company reserves the right to reverse transactions deemed detrimental to either party.

## **17. Order Execution**

17.1 The Client shall avoid any action or inaction that may lead to irregular or unauthorized access to the trading platform or their trading accounts. In the event of suspected misuse, abuse, fraud, or any unauthorized access, the Company reserves the right to suspend, restrict, or terminate the Client's access without prior notice.

17.2 The Client shall not perform any act that may damage or interfere with the platform or the Company's systems. Any disclosure or unauthorized sharing of access data, including passwords or logins, is strictly prohibited. The Client is solely responsible for securing their access data and for all instructions and orders placed through their account or by their authorized representatives.

17.3 Orders must be submitted electronically via the Company's online platform, specifying the intention to buy (Long Position) or sell (Short Position) at the offered quotes. Acceptance or rejection of orders will be indicated on the platform. Orders are subject to size constraints and market conditions; partial fills or rejections may occur at the Company's discretion.

17.4 Trading may only occur during the hours applicable to each financial instrument as specified in the contract specifications available on the Company's website. No orders may be placed outside of the relevant market hours unless expressly permitted by the Company. The Client is responsible for understanding how their orders affect open positions and overall exposure.

17.5 The Company acts as the sole execution venue on a non-regulated market basis. All transactions are conducted on an execution-only basis; the Company does not provide investment advice, personal recommendations, or fiduciary services. Marketing communications issued by the Company shall not be interpreted as investment advice.

17.6 The Client shall review all trade confirmations, margin levels, equity, and cash positions via the online platform and is responsible for taking appropriate action. The Company may assist upon request to clarify account details but holds no liability for client decisions.

17.7 Company reserves the right to cancel or reverse transactions resulting from technical errors, misconfigurations, or suspected abuse, including arbitrage or manipulation. Any profits obtained through such means may be withdrawn, and costs may be charged accordingly.

17.8 All trading activity, both current and archived, will be maintained for a minimum of seven (7) years in compliance with applicable laws. Trading records may be accessed upon request. The Company bears no liability for information intercepted during transmission over public or unsecured networks.

17.9 Any material or commentary published by the Company is deemed to be marketing communication and does not constitute independent investment research. The Client should seek independent professional advice if needed, as the Company does not bear responsibility for decisions based on such materials.

17.10 The Client acknowledges that no physical delivery will occur in derivative trades, and no ownership or interest in the underlying assets is transferred. The Company reserves the right to close transactions at its discretion and to refuse any service provision deemed contrary to its or the Client's legitimate interests. The



Company may, without prior notice, transfer excess funds or instruments between the Client's accounts to satisfy margin requirements or settle obligations, in accordance with applicable laws. Such actions will be confirmed to the Client within a reasonable timeframe.

- 17.11 Any external professional advisors retained by the Company act solely on its behalf. The Client is responsible for acquiring any necessary legal, tax, or accounting advice independently. No agency or fiduciary relationship arises unless explicitly agreed in writing
- 17.12 The Client hereby acknowledges and accepts that, under prevailing market conditions, certain orders submitted through the trading platform may not be subject to cancellation or modification. In such circumstances, the Client agrees that the original instructions may be executed in full or in part, and the Client shall not hold the Company liable for any resulting obligations, losses or exposures.
- 17.13 The Client further understands that any attempt to modify, cancel or replace existing orders may lead to over-execution or duplicate execution of orders. The Client accepts full responsibility for any such outcomes and acknowledges that the Company's trading infrastructure does not prevent such occurrences. The Client waives any right to claim compensation for transactions resulting from such actions.
- 17.14 The Client agrees and undertakes not to presume that any order has been executed or cancelled unless and until a corresponding confirmation has been received from the Company. The Client shall remain solely responsible for monitoring the status of all orders and open positions and shall promptly contact the Company where clarity is required.
- 17.15 The Client agrees to regularly access and review their online trading account to ensure that they remain informed of the status of all open positions, pending orders, account balances, and margin requirements. It is the Client's sole responsibility to maintain awareness of their trading activity and financial exposure at all times.
- 17.16 The Client shall provide the Company with written instructions to offset any open positions not later than one (1) Business Day prior to the applicable settlement or value date. Alternatively, the Client shall ensure that either sufficient funds for delivery or all required delivery documentation is received by the Company within the same timeframe.
- 17.17 Should the Client fail to provide such instructions, or should the required funds or documents not be received within the prescribed period, the Company shall be entitled, at its sole discretion and without notice to the Client, to offset such positions, roll them over to the next available settlement period, or arrange for delivery or receipt on the Client's behalf on such terms and by such methods as it considers appropriate in accordance with applicable laws and prevailing market practices in the Republic of Mauritius.

## **18. Foreign Exchange Transactions**

- 18.1 Where the Client instructs the Company to enter into one or more foreign exchange transactions, the Client understands and agrees that any resulting gains or losses arising from fluctuations in exchange rates shall be borne solely by the Client. The Client further agrees that all initial and subsequent deposits for margin purposes shall be made in United States Dollars (USD), or such other currency as may be accepted by the Company in accordance with its internal policies and regulatory obligations.
- 18.2 The Company is hereby authorised, in its sole and absolute discretion, to convert any Client funds held in one currency into another currency required for margin or settlement purposes. Such conversions shall be performed at a rate determined by the Company in good faith, based on prevailing money market rates and in accordance with applicable laws and regulations of the Republic of Mauritius.

## 19. Liability and Indemnity

- 19.1 The Company shall execute all Client transactions in good faith and with due diligence in accordance with applicable laws and regulatory standards prevailing in the Republic of Mauritius. The Company shall not be held liable for any direct or indirect loss, including but not limited to, loss of opportunity or diminution in the value of Client transactions, save where such loss arises directly from the Company's gross negligence, wilful misconduct, or fraud.
- 19.2 The Company shall not be responsible or liable for the acts, omissions, or representations of any third party, including but not limited to service providers, liquidity providers, or other persons providing information or data relevant to the execution of Client orders, unless such acts or omissions were caused by the Company's gross negligence or fraud.
- 19.3 The Client shall indemnify and hold harmless the Company, upon demand, for any and all claims, liabilities, damages, costs, expenses (including reasonable legal fees), or losses arising from:
- a. Any breach by the Client of the terms of this Agreement;
  - b. Any false, inaccurate, or misleading information provided by the Client to the Company;
  - c. Any unauthorised use of the Client's login credentials or access to the Online Trading Platform;
  - d. The introduction of any virus, malware, or other harmful component into the Company's systems resulting from Client's access to the Online Trading Platform.
- 19.4 The Client acknowledges that access to the Online Trading Platform may be interrupted or limited due to circumstances beyond the Company's reasonable control, including but not limited to:
- a. System errors, technical faults, or internet service disruptions;
  - b. Network congestion, cyberattacks, or malicious third-party activities;
  - c. Errors or delays in price feeds or data transmissions from third-party liquidity or service providers.
- In such instances, the Company shall not be liable for any damage, loss, or missed trading opportunities and reserves the right, upon reasonable notice, to temporarily suspend access to the Platform.
- 19.5 Transactions executed at incorrect prices due to a misquote from a third-party liquidity provider or technical malfunction may be subject to rectification. The Company reserves the right to cancel, amend, or re-execute such transactions at the prevailing market rate at the time the error occurred. The Client acknowledges and accepts the risk of such corrections.
- 19.6 Provided the Company has taken reasonable security measures, it shall not be liable for any loss or damage arising from:
- a. The introduction of malicious software or viruses through the Online Trading Platform;
  - b. Any unauthorised access to the Client's trading account due to the Client's negligence, including the failure to safeguard passwords or access credentials.
- 19.7 The Client acknowledges that the Company shall not owe any fiduciary or equitable duty to the Client, except as explicitly required under applicable law or as expressly agreed in writing. Any legal, tax, accounting, or other professional advice must be independently sought by the Client.
- 19.8 The Company, including its directors, officers, employees, and agents, shall not be held liable for any loss, damage, cost, or expense of any nature whatsoever (including those arising from negligence, breach of contract, or misrepresentation), which the Client may incur or suffer in connection with this Agreement or any Transaction, including where the Company declines to enter into a proposed Transaction. This exclusion shall apply unless such loss arises directly and foreseeably as a result of the Company's wilful misconduct or fraud, and only to the extent permitted by applicable law.
- 19.9 Under no circumstances shall the Company be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, loss of business, loss of goodwill, or loss of business opportunities, howsoever arising in connection with this Agreement.

- 19.10 The Company shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to events or circumstances beyond its reasonable control. Such events include, but are not limited to, system or communication failures, breakdowns or interruptions of transmission facilities, internet or network outages, industrial actions, acts of terrorism, acts of God, or any act or regulation of a governmental, regulatory, or supranational authority. This limitation also applies where failure or delay arises from the default or non-performance of any third party, including brokers, custodians, exchanges, or clearing houses.
- 19.11 Nothing in this Agreement shall operate to exclude or limit any liability the Company may owe to the Client under applicable laws or regulations which cannot lawfully be excluded or limited.

## **20. Conflicts of Interest**

- 20.1 The Client acknowledges and accepts that circumstances may arise where the interests of the Company conflict, or appear to conflict, with those of the Client in connection with the services provided under this Agreement.
- 20.2 Without limiting the generality of the above, the Client specifically acknowledges and agrees that:
- i. The Company may simultaneously execute instructions from different clients that are contrary in nature.
  - ii. The Company may maintain commercial or trading relationships with issuers of financial instruments and may hold financial interests in such instruments.
  - iii. The Company may pay commissions or other related fees to third parties in consideration of referring or introducing the Client to the Company. In such cases, the Client shall be duly informed.
  - iv. The Company, in the course of providing services to the Client, may have a material interest, relationship, or arrangement in relation to the investment, transaction, or service in question. Such conflicts may arise where the Company has a financial or other incentive to prioritise its own interests.
  - v. In accordance with its regulatory obligations, the Company has implemented a Conflicts of Interest Policy that aims to identify, monitor, and manage conflicts effectively. This policy is communicated to all relevant personnel and sets out the procedures for ensuring that clients are treated fairly and with integrity, including measures to maintain an appropriate degree of independence in all dealings.
  - vi. In certain instances, the proper management of a conflict and the fair treatment of all parties may require the Company to refrain from entering into a Transaction with the Client. The Client hereby acknowledges and agrees that the Company shall not be held liable for any loss, damage, claim, cost, or forgone profit arising as a result of such refusal to act in accordance with this Clause.

## **21. Intellectual Property and Platform Usage**

- 21.1 All intellectual property rights, including but not limited to patents, copyrights, design rights, trademarks (whether registered or unregistered), and any related proprietary rights pertaining to the Online Trading Platform shall remain the exclusive property of the Company or its licensors.
- 21.2 The Client shall not copy, tamper with, alter, interfere with, or modify the Online Trading Platform, either in whole or in part, unless expressly authorised in writing by the Company.
- 21.3 The Client shall not, nor shall they attempt to, reverse-engineer, decompile, or disassemble the Online Trading Platform, nor permit others to do so, except where such acts are expressly permitted under applicable law.

## **22. Website Use and Information Disclaimer**

- 22.1 The Client acknowledges that the information made available on the Company's website is intended for general informational purposes only. While the Company endeavours to ensure that such information is accurate and up to date, it does not guarantee its completeness or reliability at all times. The Client is advised to exercise independent judgment and, where necessary, seek appropriate professional advice before making any investment or trading decisions based on such information.
- 22.2 The Client agrees that transaction confirmations and account statements issued by the Company shall be regarded as the official and definitive records of the Client's trading activity.
- 22.3 Any content made available through the Company's website—including market data, financial news, research, analysis, commentary, or interactive tools—is not intended as financial advice, investment recommendation, or solicitation of any kind. Such content is not tailored to the Client's specific circumstances, and all investment decisions shall be made independently by the Client.
- 22.4 The Company's website may include links to third-party websites. The Client acknowledges that the Company assumes no responsibility for the accuracy, content, or availability of information found on such external sites. Furthermore, any data or information obtained from the website or linked third-party sources is provided solely for the Client's personal use and may not be copied, redistributed, or published in any form without the prior written consent of the Company.
- 22.5 The availability of products and services, including applicable fees, charges, interest rates, and balance requirements, may vary by jurisdiction. Not all products or services offered by the Company are available in all regions. The Client undertakes not to use the website or any of its content in any manner that would contravene applicable laws, regulations, or the terms of any agreement entered into with the Company.
- 22.6 The Client understands that any market commentary, news, analysis, or other information provided by the Company is subject to change without prior notice and may be withdrawn at the Company's sole discretion.

## **23. Governing Law and Jurisdiction**

- 23.1 The Client agrees that this Service Agreement, along with any investment and/or ancillary services provided by the Company pursuant to it, shall be governed by and construed in accordance with the laws of the Republic of Mauritius.
- 23.2 The Client further agrees that any legal proceedings, disputes, or matters arising in connection with this Agreement shall fall within the exclusive jurisdiction of the competent courts of the Republic of Mauritius.

## **24. Assignment**

- 24.1 The Client shall not assign, delegate, or otherwise transfer any of their rights or obligations arising under this Agreement to any third party, whether natural or legal, without the prior written consent of the Company.
- 24.2 The Company may assign or transfer its rights and obligations, in whole or in part, to another natural or legal person, provided such party agrees to be bound by the terms of this Agreement.

## **25. Severability**

If any provision of this Agreement is found to be invalid, unlawful or unenforceable by a court or competent authority, such provision shall be severed or modified to the extent necessary to comply with applicable law. The remainder of the Agreement shall remain in full force and effect.

## **26. Entire agreement**

This Agreement, together with all schedules, annexes, disclosures, and any other documents incorporated by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral agreements, understandings, or representations relating to the subject matter hereof.

## **27. Duration**

This Agreement shall enter into force on the date specified in the “Commencement” section and shall remain in effect for an indefinite period, unless terminated in accordance with the termination provisions herein.

## **28. Amendments**

The Company reserves the right to unilaterally amend the terms of this Agreement at any time. Such amendments may be made for regulatory, legal, technical, or operational reasons and shall be effective immediately upon notification to the Client, either in writing or via publication on the Company’s website. The Client's continued use of the services following such amendments shall constitute acceptance thereof. The Client's explicit consent shall not be required for the amendments to be binding.

## **29. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and permitted assigns. It shall also apply to all current and future accounts opened by the Client with the Company, regardless of changes in the Company’s structure, ownership, personnel, or legal status.