Customer Agreement

Last updated: 06. 07. 2026

1. Subject of the Agreement

1.1. This agreement (the "Customer Agreement") is made between Metritax (MU) Ltd (the "Company") and any natural or legal person who submits a registration form on the Website (the "Client").

1.2. The Company is incorporated in the Republic of Mauritius and holds an Investment Dealer (Full Service Dealer, excluding Underwriting) Licence (the "Licence") issued by the Financial Services Commission, Mauritius ("FSC") (www.fscmauritius.org/en), under which it is licensed and regulated.

1.3. This Customer Agreement, together with the Risk Disclosure, the Customer Complaint Policy, the Conflict of Interest Policy, the AML Policy and any other documents published or amended from time to time (collectively, the "Agreement"), sets out the terms on which the Services are provided and governs the relationship between the Company and the Client.

1.4. By executing this Customer Agreement, the Client confirms that they have read, understood, and accepted the terms of the Agreement. Acceptance of the Customer Agreement also constitutes acknowledgment of, and agreement to, the Company's Privacy Policy as published on the Website.

1.5. By entering into this Agreement, the Client warrants that:

1.5.1. where the Client is a natural person, they have reached the legal age required in Mauritius to enter into the Agreement; or

1.5.2. where the Client is a legal person, it has the legal capacity to enter into the Agreement and has been duly authorised to do so.

1.6. The Company may, at its sole discretion, provide the Agreement and any related letters or notices in languages other than English. If any conflict arises between the English version of the Agreement and a version in another language, the English version shall prevail.

1.7. The Agreement governs all aspects of the relationship between the Client and the Company, including, without limitation, Order execution, client acceptance policies, deposits and withdrawals, claims resolution, fraud prevention, communication and other aspects.

1.7.1. Notwithstanding Clause 1.4, the Agreement takes effect when the Client receives an e-mail containing their Trading Account number.

1.8. The Client understands, acknowledges, and agrees to be bound by the terms of the Agreement, including any variation, amendment, addition, or novation made from time to time and notified to the Client, through any of the following:

1.8.1. submitting the registration form on the Website;

1.8.2. using the Trading Platform; or

1.8.3. electronically accepting this Customer Agreement.

1.9. A current and definitive copy of this Customer Agreement is available to the Client on the Website at all times.

1.10. In accordance with the Electronic Transactions Act 2000, the Agreement has full legal effect, validity, and enforceability notwithstanding that it was formed by means of an electronic record.

1.11. The Client acknowledges that in certain countries or territories, the Company's services may be accessed only on the Client's own exclusive initiative. The Client confirms that they have independently requested the Company's services, without any prior approach, advertisement, or solicitation by the Company or its representatives. The Client understands that the Company may not be licensed or authorised to promote or actively offer its services in certain jurisdictions; in such cases, services are provided solely at the Client's unsolicited request and in accordance with applicable laws. The Client's continued use of the Company's services in any such jurisdiction shall not be construed as an offer, promotion, or solicitation by the Company.

1.12. The Client accepts full responsibility for complying with any local laws or restrictions applicable to their use of the Company's services. The Company shall not be liable for any consequences, including regulatory actions, arising from the Client's failure to comply with such laws, or from any false statements or misrepresentations made by the Client. The Client agrees to indemnify and hold the Company harmless against any loss, damage, cost, or liability resulting from such a breach.

2. Definitions

2.1. **"Access Data"** means the login credentials and passwords for the Client's Trading Account(s) or Profile, and any other data that provides access to the Services offered by the Company.

2.2. **"Agent"** means a person appointed by the Client to act in the Client's name and on the Client's behalf under a power of attorney, whether authentic or under private signature.

2.3. **"Ask"** means the higher price in a Quote, at which the Client may open a buy Order.

2.4. **"Autotrading Software"** means an Expert Advisor and/or software that performs trading operations automatically or semi-automatically, without human interference or with only partial or occasional interference.

2.5. **"Balance"** means the total of all closed Orders (including deposits and withdrawals) in the Client's Trading Account at a given time.

2.6. **"Base Currency"** means the first currency in a Currency Pair.

2.7. **"Bid"** means the lower price in a Quote, at which the Client may open a sell Order.

2.8. **"Business Day"** means any day other than a Saturday, a Sunday, or a public holiday.

2.9. **"Client Money"** means funds deposited with, and held by, the Company on the Client's behalf for the purposes of trading. Client Money is calculated as the funds deposited by the Client in their Trading Account, plus or minus any realised or unrealised profit or loss, and plus or minus any amounts due from the Client to the Company or from the Company to the Client.

2.10. **"Client Terminal"** means the MetaTrader 5 platform, or any other software the Client uses to receive real-time financial market information, perform market analysis and research, open, close, modify, and delete Orders, or receive notifications from the Company.

2.11. **"Commodities"** means tradable physical assets, including metals such as gold, silver, platinum, palladium, as well as crude oil, natural gas, and other resources.

2.12. **"Company News Page"** means the section of the Website where news is published.

2.13. **"Corporate Action"** means an action taken by a Stock corporation that materially affects its stakeholders : for example, a dividend, split, consolidation, buyback, bankruptcy, or any other action available to a Stock corporation. Depending on the circumstances of each event, and in order to preserve the economic equivalence of the rights and obligations between Clients and the Stock corporation, the Company reserves the right to:

2.13.1. close positions at the market price immediately before a Corporate Action takes effect;

2.13.2. perform Balance operations on Clients' accounts, depending on their Open Positions;

2.13.3. suspend trading in Instruments that have undergone a Corporate Action; and

2.13.4. reopen Clients' positions in order to preserve that economic equivalence.

2.14. **"Credit"** means bonus or promotional funds credited by the Company to the Trading Account, if any.

2.15. **"Currency of the Trading Account"** means the currency in which the Trading Account is denominated. All calculations and operations on the account are performed in this currency, including all charges, spreads, commissions, and swaps, where applicable.

2.16. **"Currency Pair"** means an underlying Instrument based on the change in the value of one currency against another.

2.17. **"Derivative"** means a financial product that the Client may trade on margin ("Leveraged Products"), using borrowed funds. A Derivative is traded directly between the Client and the Company. Its value is the difference between the underlying Instrument's price at the time the opening Order is executed and its price at the time the closing Order is executed; this price difference forms the basis for determining the financial gain or loss on the trade. All Derivatives offered by the Company are listed on the Website.

2.18. **"Derivative on Index"** means a Derivative whose underlying asset is an Index and its price fluctuations.

2.19. **"Derivative on Stock"** means a Derivative whose underlying asset is a Stock and its price fluctuations.

2.20. **"Dispute"** means any dispute arising out of, or in connection with, the Agreement.

2.21. **"Dividend Adjustment"** means a Balance operation performed when a dividend is paid on a single Derivative on Stock or Derivative on Index. For Long Positions (buy Orders), the Dividend Adjustment is credited to the Balance; for Short Positions (sell Orders), it is deducted from the Balance. The Dividend Adjustment is executed on the Ex-dividend Date and is calculated as follows: Dividend Adjustment = dividend amount per 1 share × contract size × number of lots.

2.22. **"Energy"** means a type of underlying asset for Derivatives consisting of energy products, including but not limited to oil, natural gas, and other resources.

2.23. **"Equity"** (or **"Personal Funds"**) means Balance + Credit + Unrealised PnL.

2.24. **"Ex-dividend Date"** means the date by which the Client must hold a position in a dividend-paying Derivative on Stock in order to receive the upcoming Dividend Adjustment. If the Client opens and holds the position before the Ex-dividend Date, the next Dividend

Adjustment will be applied to their Balance; if the Client opens the position after the Ex-dividend Date, it will not.

2.25. **"Floating Profit/Loss"** means the current profit or loss on Open Positions, calculated at the current price.

2.26. **"Force Majeure Event"** means any of the following:

2.26.1. any act, event, or occurrence — including, without limitation, a strike, riot, civil commotion, act of terrorism, war, act of God, accident, fire, flood, storm, failure of electronic or communication equipment or of a supplier, interruption of power supply, civil unrest, statutory provision, or lockout — that prevents the Company from maintaining an orderly market in one or more Instruments; or

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

2.27. **"Free Margin**" means the funds in the Client's account available for opening new positions, calculated as follows: Free Margin = Equity − Required Margin.

2.28. **"IB"** means a Client whose application for introducing broker status, submitted via the Website, has been approved by the Company.

2.29. **"Index"** means a type of Underlying Asset for a Derivative, defined as a quantitative measure of the price performance of a specific group of shares listed on an exchange.

2.30. **"Indicative Quote"** means a price or Quote at which the Company has the right to decline to accept or execute any Order, or to decline any modification of an Order.

2.31. **"Initial Margin"** means the margin required to open a position.

2.32. **"Instruction"** means an instruction from the Client to open or close a position, or to place, modify, or delete an Order.

2.33. **"Instrument"** or **"Underlying Asset"** means any Currency Pair, Commodity (for example, a Precious Metal or Energy), Stock, Cryptocurrency, or Index.

2.34. **"Intraday Trading Instrument"** means a type of trading Instrument designed specifically for trading within a designated trading session. All positions and Orders in Intraday Trading Instruments are automatically liquidated at the last market price recorded at the end of the designated trading session.

2.35. **"Leverage"** means the virtual credit the Company extends to the Client. For example, Leverage of 1:500 means the Client's Initial Margin will be 500 times smaller than the Transaction Size.

2.36. **"Long Position"** means a buy Order, that is, buying the Base Currency against the Quote Currency.

2.37. **"Lot"** means 100,000 units of the Base Currency, 1,000 barrels of crude oil, or any other number of contracts or troy ounces specified in the contract specifications.

2.38. **"Lot Size"** means the number of units of a Base Currency, or the number of troy ounces of a Precious Metal, specified in the contract specifications.

2.39. **"Margin"** means the amount of funds required to maintain Open Positions, as set out in the contract specifications for each Instrument.

2.40. **"Margin Level"** means the ratio of Equity to Required Margin, calculated as follows: Margin Level = (Equity ÷ Required Margin) × 100%.

2.41. **"Margin Trading"** means trading with Leverage, whereby the Client may enter into Transactions while holding fewer funds in the Trading Account than the Transaction Size.

2.42. **"Open Position"** means a Long Position or a Short Position that has not yet been closed.

2.43. **"Order"** means an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

2.44. **"Order Level"** means the price specified in an Order.

2.45. **"Personal Data"** means any information relating to an identified or identifiable individual, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier, or to one or more factors specific to that individual's physical, physiological, genetic, mental, economic, cultural, or social identity.

2.46. **"PnL" (or "Client PnL")** means (Close price − Open price) × Contract size × Number of Lots

2.47. **"Precious Metal"** means a type of underlying asset for Derivatives consisting of rare, naturally occurring metallic elements with inherent value (for example, gold or silver).

2.48. **"Price Gap"** means a situation in which the current Bid price is higher than the Ask price of the previous Quote, or the current Ask price is lower than the Bid price of the previous Quote.

2.49. **"Profile"** means the personal profile created by the Company for the Client within the Company's Services. The Profile is for the Client's private use only and allows the Client to manage their personal information and all Trading Account settings.

2.50. **"Quote"** means information about the current price of a specific Instrument, expressed as the Bid and Ask prices.

2.51. **"Quote Currency"** means the second currency in a Currency Pair, which the Client may buy or sell for the Base Currency.

2.52. **"Rate"** means:

2.52.1. the price of one troy ounce of a Precious Metal against the U.S. dollar or any other currency available for that Instrument;

2.52.2. the value of the Base Currency relative to the Quote Currency;

2.52.3. the price of one barrel of an Energy product against the U.S. dollar or any other currency available for that Instrument; or

2.52.4. the price of one contract against the currency of the corresponding country.

2.53. **"Required Margin"** means the margin the Company requires in order to maintain Open Positions.

2.54. **"Risk Disclosure"** means the Company's Risk Disclosure document as published on the Website.

2.55. **"Segregated Account"** means a bank account of the Company in which Clients' funds are held separately from the Company's own funds, as required by applicable local laws.

2.56. **"Services"** means the services provided by the Company to the Client as described in Clause 3.1, in accordance with the Company's licence.

2.57. **"Short Position"** means a sell Order, that is, selling the Base Currency against the Quote Currency.

2.58. **"Spread"** means the difference between the Ask and Bid prices.

2.59. **"Stock"** means a type of Underlying Asset for Derivatives consisting of units of ownership in one or more companies.

2.60. **"Trading Account"** means the Client's personal account with the Company, from which the Client may perform Orders, Transactions, top-ups, and other operations covered by the Services. Specifically:

2.60.1. a **"Real Trading Account"** is a Trading Account through which the Client trades using their own personal funds; and

2.60.2. a **"Demo Trading Account"** is a Trading Account through which the Client trades using simulated funds, generating no profit or expense for the Client.

2.61. **"Trading Platform"** means all of the Company's software and hardware environment that provides real-time Quotes and enables the placing, modification, deletion, and execution of Orders. The Trading Platform also calculates all mutual obligations between the Client and the Company.

2.62. **"Transaction"** means a contract for the difference in price of any Instrument or any combination of Instruments.

2.63. **"Transaction Size"** means the Lot Size multiplied by the number of Lots.

2.64. **"Underlying Market"** means the exchange, other similar body, and/or liquidity pool on which an Instrument is traded.

2.65. **"Unrealised PnL"** means the sum of the positive and negative PnL of all open Orders.

2.66. **"Wallet"** means the Client's account of operations with the Company, through which the Client may make deposits, withdrawals, and transfers between their own accounts within the Company.

2.67. **"Website"** means the Company's website, accessible at www.metritax.com.

3. Services

3.1. Subject to the Agreement, the Company will provide the Client with the following Services: the reception and transmission of trading Orders, and the execution of trading Orders on the Client's behalf. Under the Agreement, the Company may enter into Transactions with the Client in the following financial instruments:

3.1.1. Contracts for Difference (CFDs) on the Instruments specified on the Website; and

3.1.2. any other financial instruments the Company may offer from time to time.

3.2. The Company provides the Client with access to downloadable, password-protected software consisting of the MetaTrader 5 platform, together with all programs and technical facilities enabling the Client to:

3.2.1. establish contact with, and obtain information (including Rates and Quotes) from, the Company;

3.2.2. obtain market information in real time;

3.2.3. perform technical analysis;

3.2.4. enter into Transactions with the Company;

3.2.5. place, modify, and delete Orders;

3.2.6. receive notifications from the Company;

3.2.7. keep records of Transactions; and

3.2.8. calculate all mutual obligations between the Client and the Company.

The Company also provides access to technical analysis tools, any third-party software licences embedded in the MetaTrader 5 platform, and any third-party services offered alongside the Company's Services.

3.3. By accepting this Agreement, the Client confirms that they have read and understood its terms, and agrees that Orders may only be executed through the Client Terminal.

3.4. The Client agrees that the Company may modify, add to, rename, or cancel the Services offered under the Agreement, in whole or in part, without prior notice. The Client acknowledges and agrees that this Customer Agreement applies to the Services as so modified, added, or renamed, in addition to the Services currently provided.

Capacity and basis of dealing

3.5. The Company may act as principal in Transactions with the Client.

3.5.1. In certain transactions, the Company may act as principal and may therefore have interests that differ from those of the Client. The Company maintains policies and procedures designed to identify, manage and mitigate conflicts of interest. Further information on how conflicts of interest are managed is available in the Company's Conflict of Interest Policy.

3.6. The Company carries out all Transactions with the Client on an execution-only, non-advisory basis: the Company provides no personal recommendation or advice on the merits or suitability of any Transaction contemplated under this Agreement, and the Client shall not request investment advice from the Company, or any statement of opinion intended to encourage the Client to enter into any particular Transaction. The Company is entitled to execute a Transaction even where that Transaction may not be suitable for the Client, gives no warranty as to the suitability of any investment or financial instrument traded under this Agreement, and assumes no fiduciary duty in its relations with the Client. The Company has no obligation to monitor any Transaction, advise the Client on its status, make margin calls, or close out any of the Client's Open Positions.

3.7. All Transactions entered into under this Agreement are executed over the counter (OTC) — that is, off-exchange rather than on a regulated stock or commodity exchange, unless the Company expressly advises the Client otherwise. The Company does not provide physical delivery of the Underlying Asset of any Instrument in relation to any Transaction. Upon closing of a Transaction, the difference in value between the opening and closing positions is credited to, or debited from, the Trading Account in the Currency of the Trading Account, according to the profit or loss generated.

3.8. The Company shall not execute any Order at Quotes other than those offered by the Trading Platform, except where permitted under this Customer Agreement.

3.9. All trading decisions made by the Client are solely the Client's responsibility. When entering into any Transaction, the Client represents that they have made their own independent assessment of, and investigation into, the possible risks and benefits of the Transaction, any tax consequences arising from it, and any rights or obligations attaching to it. The Company shall not be liable for any consequences arising from the Client's trading decisions.

3.10. The Company shall not be treated as a tax agent under any circumstances, and is under no obligation to provide the Client with legal, investment, tax, or other advice relating to any Transaction or dealings under this Agreement. The Client should seek independent expert advice if in any doubt as to whether they may incur tax or other liabilities.

Information provided by the Company

3.11. Without prejudice to Clause 3.6, the Company may, from time to time and at its discretion, provide information, news, or market commentary of a general nature in newsletters, on the Website, by e-mail, via the Trading Platform, or by other means. Such communications do not constitute a personal recommendation, advice, or an opinion of the Company that any Transaction or investment is appropriate for the Client. Where such information is provided:

3.11.1. it is provided solely to enable the Client to make their own investment decisions and does not constitute investment advice;

3.11.2. where a document specifies restrictions on the persons or categories of persons for whom it is intended or to whom it may be distributed, the Client agrees not to distribute it to any such restricted person or category of persons; and

3.11.3. the Company makes no representation, warranty, or guarantee as to the accuracy or completeness of such information, or as to the tax consequences of any Transaction.

3.12. Market commentary, analysis, news, and other information are subject to change and may be modified by the Company at any time without notice. Under no circumstances shall such information be treated as direct or indirect trading advice.

Anti-money-laundering and customer due diligence

3.13. The Company is required to comply with all applicable anti-money-laundering and counter-financing-of-terrorism laws and regulations ("AML/CFT Laws"). Accordingly, the Company conducts thorough due diligence on all its Clients, including detailed verification of each Client's identity and source of funds, on an ongoing basis. The Client acknowledges and agrees that the Company may monitor the Client's activities in order to verify the consistency of the Client's behaviour and trading activity on the Trading Platform.

3.14. The Company has developed a risk-based approach to detecting money laundering ("ML") and terrorist financing ("TF"), which is embedded in its Client-acceptance process. The type of due diligence measures applied to a Client depends on the risk that Client poses to the Company.

3.15. The Company conducts customer due diligence ("CDD") by identifying its Clients, whether permanent or occasional, and verifying their identity using reliable, independent source documents.

3.16. For Clients who are natural persons, the Company collects identification data on the individual and conducts verification on the basis of that data.

3.17. For Clients that are legal persons, the Company identifies and verifies the identity of the beneficial owners by obtaining information on:

3.17.1. the identity of all natural persons who ultimately hold a controlling ownership interest in the legal person (UBO);

3.17.2. the identity of the natural person exercising effective control of the legal person; or

3.17.3. the identity of the natural person holding the position of senior managing officer.

3.18. Where the Client is a high-risk person, the Company will conduct enhanced due diligence ("EDD") on that Client.

3.19. The Company reserves the right to implement simplified CDD procedures in low-risk scenarios, ensuring that such measures are proportionate to the identified risks and strictly adhere to AML/CFT regulations.

3.20. The Company may independently verify the Client's identity and financial background. The specific obligations and authorizations are as follows:

3.20.1. The Client agrees to provide all information required for the Company's Customer Due Diligence (CDD) procedures.

3.20.2. The Client authorizes the Company (or its agents) to investigate their identity, credit history, and past or current investment activity. This includes permission to contact banks, brokers, or other relevant third parties as the Company deems necessary.

3.20.3. The Client agrees that the Company will not be liable for any losses resulting from delayed or failed transactions if the Client has not provided the requested documentation.

3.21. The Company reserves the right to decline or terminate a business relationship if the Client fails to provide requested information, or if that information cannot be verified. Furthermore, the Company will file a suspicious transaction report with the relevant authorities when legally required.

3.22. The Company may, at its sole discretion, update the Client's registration details to resolve any discrepancies with their official identity documents. If minor differences are found (such as in name spellings, prefixes, or dates), the Client's profile will be automatically corrected to match the provided ID.

Refusal and rejection

3.23. The Company reserves the right to refuse Services to the Client at any time, at its sole discretion. The Company is not obligated to disclose the reason for this refusal, except where required by law.

3.24. The Company may reject the Client at any time by refunding their total deposited amount. The Company may exercise this right whenever it deems necessary, including, but not limited to, instances where the Client engages in malicious, illegal, fraudulent, or otherwise unacceptable conduct.

Prohibited Client conduct in relation to accounts

3.25. The Company strictly prohibits trading on behalf of others, or allowing others to trade on your behalf, unless it is part of a specific Company-approved program. Outside of these exceptions, the following applies:

3.25.1. The Client agrees not to act as an agent or proxy for any third party, and will not permit anyone else to trade on the Client's behalf.

3.25.2. If the Client breaches Clause 3.25.1: (a) The Client shall hold the Company harmless and assumes full liability for any losses or damages suffered by the third party; and (b) The Client waives all claims against the Company. Any claims for losses or damages must be pursued solely against the unauthorized individual who conducted the trading.

3.26. The Client is only permitted to have one Profile. Opening multiple Profiles is prohibited.

3.26.1. If the Company reasonably suspects a Client is operating multiple Profiles, it reserves the right to close all but one Profile (and their associated Trading Accounts) without prior notice.

3.26.2. Any personal funds remaining in the closed, excess Profiles will be transferred to the single active Profile.

3.26.3. The Company accepts no liability for trading activities, or any resulting losses, associated with the use or closure of excess Profiles. Furthermore, the Company reserves the right to close the Client's open orders at current market quotes if multiple Profiles have been created.

Client categorisation

3.27. The Company categorizes all Clients as retail investors under the Securities Act 2005. The Client may request a different classification, which the Company may approve.

3.27.1. Before opening an account, the Company may assess the Client's knowledge and experience in relation to CFDs, leveraged products and other financial instruments offered by the Company. Where the Company considers that a product may not be appropriate for a Client, the Company may provide a risk warning, request additional information or restrict access to certain products.

3.28. The Client agrees that the Company relies entirely on the accuracy and completeness of the information provided during registration, identification, and the financial suitability questionnaire to categorize and serve the Client.

3.29. The Client must promptly notify the Company in writing of any changes to ensure their information remains accurate and up to date at all times.

3.30. The Client acknowledges that if their categorization changes, the legal safeguards and regulatory protections available to them may also alter.

Account suspension, reactivation, and deletion

3.31. Subject to Clause 15.3. below, the Company reserves the right to automatically suspend any Trading Account created via the Client Terminal under the following conditions:

3.31.1. The Client does not fund the Trading Account within seven (7) calendar days of their first login using that account's credentials; or

3.31.2. The Client fails to fund the Trading Account within thirty (30) calendar days following the most recent of these actions: (a) Opening an Order; (b) Closing an Order; (c) Depositing funds into the Trading Account; or (d) Logging into the Trading Platform.

3.32. The Client may reactivate a suspended Trading Account at any time by using the reactivation option in their Profile (or the Company's mobile application) or by depositing or transferring funds into the account. Upon reactivation, the account's trading credentials, history, balance, and withdrawal status remain fully intact.

3.33. The Company reserves the right to automatically delete a Trading Account after specific periods of inactivity. Inactivity is calculated from the date of the most recent trading activity, account access, deposit, or withdrawal. If the account was never activated, inactivity is measured from the Profile creation date. The deletion periods are as follows:

3.33.1. Seven (7) consecutive days for a Real MetaTrader 5 Trading Account with no activity since creation;

3.33.2. Ninety (90) consecutive days for a MetaTrader 5 Trading Account that has had prior activity;

3.33.3. Three hundred and sixty-five (365) consecutive days for a Real MetaTrader 5 Trading Account with a Balance below five (5) units of its base currency. In this event, any remaining funds will be automatically transferred to the Client's Wallet; and

3.33.4. Thirty (30) consecutive days for a Demo MetaTrader 5 Trading Account.

3.34. Where your account was active previously, but there is no activity (trading, withdrawals, deposits, or internal transfers) across all of your Accounts for a continuous period of at least ninety (90) calendar days, the Company will treat those Accounts as dormant. An Account is deemed dormant as of the last day of the ninety (90) calendar day period during which no such activity took place.

3.35. Any remaining bonuses or promotional credits will be automatically removed from dormant Accounts, and any pending Orders may be deleted.

3.36. Dormant Accounts are subject to a monthly dormancy fee equal to one per cent (1%) of the Account balance, subject to a minimum of USD 10 (ten United States Dollars), or the full free balance held in the Account where that balance is less than USD 10 (ten United States Dollars). No fee applies where the free balance is zero. Once the dormancy fee has been applied, the Account is automatically regarded as archived.

Access restrictions

3.37. The Trading Platform must not be accessed by anyone who: (a) is under the age of 18 or lacks the legal capacity to enter into a contract under the laws of Mauritius; (b) resides in a jurisdiction where Derivative trading is prohibited (the Client bears sole responsibility for ensuring their use of the Platform complies with all local laws); or (c) is an employee, director, agent, affiliate, or relative connected to the Company.

3.38. Without prejudice to Clause 3.22, the Company reserves the right, acting reasonably and at its sole discretion, to suspend or refuse access to the Platform, close the Client's Trading Account, and terminate this Agreement.

3.39. The Client acknowledges that the Company provides the Trading Platform to other Clients, and nothing in this Agreement restricts the Company from offering its Services to others.

Trading Platform licence and intellectual property

3.40. The Company grants the Client a personal, limited, non-exclusive, revocable, and non-transferable license to use the Trading Platform (in object code only) strictly for personal trading under this Agreement.

3.41. Any embedded third-party software is subject to its own respective licenses, which the Client agrees to follow. The Company expressly disclaims all warranties, support, indemnities, and liability related to third-party software.

3.42. The Trading Platform is granted, not sold, solely to facilitate the Client's trading with the Company. The Company and its licensors retain exclusive ownership of the Platform, including all copies, derivative works (regardless of creator), and all associated intellectual property rights (including copyrights, trademarks, patents, know-how, and goodwill). Except for the limited license expressly granted herein, no other rights or interests in the Platform's intellectual property are conveyed to the Client, and all other rights are strictly reserved.

3.43. The Client is strictly prohibited from downloading, saving, copying, or reproducing any portion of the Trading Platform.

3.44. Notwithstanding Clause 3.41, the Client is permitted to store, display, analyse, modify, reformat, and print the market and account information made available to them through the

Trading Platform, for their personal use. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format, to any third party without the Company's consent, and may not alter, obscure, or remove any copyright, trademark, or other notice provided on the Trading Platform.

3.45. The Client may submit written suggestions for Platform improvements. The Company may implement these suggestions at its sole discretion, but is under no obligation to do so. Any modifications, updates, or improvements made to the Platform resulting from Client feedback shall remain the exclusive property of the Company.

Provision of the Trading Platform by the Company

3.46. The Company shall provide the Trading Platform with reasonable skill and care, in accordance with accepted industry standards for similar services.

3.47. The Company reserves the right to expand, modify, or remove any features of the Trading Platform at its sole discretion, without incurring liability. Where practicable, the Company will use reasonable efforts to replace modified or removed components with equivalent functionality.

3.48. The Company may shut down the Trading Platform for maintenance outside of Business Days without prior notice. The Platform will be inaccessible during these periods, and the Company accepts no liability for any resulting losses or inconvenience to the Client.

3.49. The Company makes no express or implied representations or warranties regarding the Trading Platform, including, without limitation, that:

3.49.1. the Trading Platform will operate without errors or meet any particular standard of performance, quality, or functionality;

3.49.2. the Trading Platform will be available continuously or without interruption, as access may be affected by maintenance, repairs, upgrades, reconfigurations, or other operational reasons; or

3.49.3. the Trading Platform will be free from errors, defects, viruses, malware, or other harmful components that may damage, interfere with, or result in the loss or corruption of the Client's data, software, hardware, or other property.

The Company shall not be liable for any loss or corruption of data, or for any costs incurred by the Client in repairing or replacing equipment, software, or data arising from the use of the Trading Platform.

Client obligations regarding the Trading Platform

3.50. The Client agrees to take all reasonable steps, at their own expense, to ensure the following:

3.50.1 Equipment and Infrastructure: The Client must procure and maintain all hardware, operating systems, and network infrastructure necessary to run the Trading Platform properly, including reliable internet and power backups.

3.50.2 Platform Protection: The Client must prevent the spread of viruses, security breaches, or other disruptions that could damage the Trading Platform due to their own actions or negligence.

3.50.3 Device Security: The Client must implement strong security measures to restrict unauthorized access to their devices and protect against malware, viruses, and other harmful materials.

3.51. The Client agrees to the following terms regarding use of the Trading Platform:

3.51.1. the Client may use the Trading Platform only for as long as they are authorised to do so;

3.51.2. the Client may not use the Trading Platform for any purpose other than that for which it is provided under this Agreement; and

3.51.3. the Client is responsible for their own use of the Trading Platform, including use of their Access Data.

3.52. The Client agrees not to:

3.52.1. System Disruption & Malware: transmit viruses, worms, Trojans, or other malicious code designed to interrupt, damage, or compromise the Company's systems, or take any action that degrades Platform performance for other users;

3.52.2. Unauthorised Access & Hacking: attempt to bypass security, reverse engineer the Platform, facilitate unauthorised access for others, or intercept, monitor, or modify communications not intended for the Client;

3.52.3. Illegal Activity & Restricted Regions: use the Platform for any illegal purpose, including unlawfully logging in or executing trades from an IP address or jurisdiction where such activity is prohibited;

3.52.4. Intellectual property Violations & Inappropriate Content: upload or download materials infringing on intellectual property or privacy rights, falsify the origin of any content, or transmit any unlawful, offensive, defamatory, or unsolicited commercial content (spam);

3.52.5. Commercial Use: conduct any external commercial business on the Trading Platform;

3.52.6. Artificial Intelligence: use any software that applies artificial intelligence analysis to the Company's systems or the Trading Platform.

4. Deposits and Withdrawals

General deposit and withdrawal rules

4.1. The Client may deposit funds into, or withdraw funds from, the Trading Account or Wallet using any payment method or payment system available in the Profile, and in accordance with the payment instructions set out on the Website. The Client is responsible for ensuring that all deposits and withdrawals are made to and from their own private settlement accounts. The Company does not accept deposits from, and does not process withdrawals or payments to, third parties or anonymous accounts.

4.2. Where the Client makes a deposit, the Trading Account will be credited, as soon as practicable after the funds have been received, with the actual sums cleared in the Company's payment account.

4.3. Where the nature of a deposit does not allow instant processing (for example, a bank wire transfer), the Client must create a Deposit Request in the Profile. It is the Client's sole responsibility to create Deposit Requests and to complete them correctly and fully; failure to do so will result in a deposit delay.

4.4. If the Client experiences a considerable delay in the crediting of the Trading Account, the Client must inform the Company immediately and request an investigation into the reason for the delay, and must provide the Company with all documents and information required for that investigation. The Client agrees to bear any fees and charges incurred in connection with the investigation, either by paying a third-party investigator directly or by authorising the Company to debit the Trading Account accordingly. The Client acknowledges that the Company may only assist with the investigation and is not responsible for funds that have not been deposited into the Company's payment account(s).

Settlement and default

4.5. Unless otherwise agreed in writing, Transactions are settled on a payment-on-delivery basis. The Client is responsible for ensuring that all payments and required documents reach the Company in a timely manner so that Transactions can be settled promptly. The Company is not obliged to settle any Transaction unless it holds the relevant documents and cleared funds.

4.6. If the Client defaults on any payment due, interest accrues at the overdraft rate of the relevant correspondent bank where the default occurs, unless otherwise agreed.

Client Money

4.7. The Company deposits Client Money in one or more Segregated Accounts held with a licensed financial institution, separate from the Company's own funds. Segregated Accounts are established, maintained, and operated in accordance with the applicable rules and regulations, and the Company gives instructions to the banking institution(s) regarding transfers and movements of Client Money. This ensures that Client Money is treated as belonging to the Client and is not used by the Company to meet any of its own obligations. Client Money is pooled; in the event of the Company's insolvency, any distribution of pooled Client Money will be made in accordance with the Insolvency Act 2009 of Mauritius. The Company exercises all due skill, care, and diligence in the selection, appointment, and periodic review of the financial institution(s) where Client Money is held.

4.7.1. The Company will take reasonable steps to safeguard Client Money and maintain appropriate records to ensure that Client Money can be identified separately from the Company's own funds at all times.

4.8. Where the Client has an Open Position, the Company reserves the right, at any time and at its sole discretion, to set off any unrealised losses on that Open Position against any Client Money held by the Company to the Client's credit. In effect, this means the Company may transfer any part of such unrealised losses from a banking institution to a Company account; equally, the Company may transfer any unrealised profit on an Open Position from a Company account to a Client Money account held with a banking institution.

4.9. The Company is not responsible for the solvency, acts, or omissions of any banking institution with which Client Money is held, and is not obliged to pay the Client interest on deposited funds.

Withdrawals

4.10. The Client may withdraw funds from the Trading Account at any time. Where the Client requests a withdrawal, the Company will pay the specified amount within three (3) Business Days of the request being accepted, provided that the following conditions are met:

4.10.1. the withdrawal request contains all the necessary information;

4.10.2. the request instructs a transfer to the Client's own bank account or e-currency account, under no circumstances will payments be made to third-party or anonymous accounts;

4.10.3. the Client's Free Margin equals or exceeds the amount specified in the withdrawal request, including all payment charges;

4.10.4. no Force Majeure Event prevents the Company from processing the request;

4.10.5. the Client is not in breach of any provision of this Agreement;

4.10.6. where the Client used a bank card to deposit funds, any withdrawal limits set by the Company in its systems are observed. For the Company to process the request, the Client must provide a copy of the bank card showing the first six and last four digits of the card number, the cardholder's name, and the card expiry date.

The Client bears all applicable payment and transfer charges, and the Company will debit them from the Client's Trading Account (if applicable).

4.11. In accordance with the Company's AML Policy, the Client must withdraw funds using the same payment methods and/or payment systems used to deposit them. Where the Client deposited via multiple payment methods, withdrawals, as well as any transfers following closure of the Trading Account, are made on a pro-rata basis: the ratio of amounts withdrawn through each method must be directly proportional to the ratio of amounts deposited. The Company may, but is not obliged to, deviate from this requirement at its sole discretion, having given due consideration to the circumstances of the particular case. It is therefore the Client's responsibility to keep their payment accounts operational for as long as they transact with the Company under this Agreement.

4.12. In exceptional cases (such as Force Majeure Events, the termination of a payment system's operation, and similar circumstances), the Company is entitled to decline the Client's withdrawal through any given payment system; such cases are considered case by case, at the Company's sole discretion. If, for any reason, the Company does not expect to process a withdrawal request within three (3) Business Days of its acceptance, or at all, it will inform the Client as soon as possible. The Company is not responsible for any delay occurring after it has executed the withdrawal request and the funds have left its account.

Reconciliation and non-confirmed funds

4.13. The Client agrees and acknowledges that, in order to establish the genuineness and consistency of the Client's trading activity and Transactions, the Company may, at any time and without notice, reconcile the Transactions on the Client's Trading Account(s) against the records of the payment systems used.

4.14. Where such reconciliation reveals an inconsistency or a discrepant Transaction, the Company may cancel any financial operation that is absent from the payment system's records or that has been cancelled (for example, following a chargeback), and will inform the Client of the cancellation without delay. On this basis, the Company is entitled to cancel any Transactions performed using the non-confirmed funds and to cancel or withdraw any amounts paid or payable to the Client in respect of those Transactions.

Verification and identification

4.15. For security and/or compliance reasons, the Company reserves the right to require the Client's complete identification data. The Company also reserves the right to refuse to provide the Services to a Client who fails to pass a control check by phone or video call or fails to answer basic questions concerning their Profile.

4.16. For the purposes of this Chapter, an "advanced selfie" means a selfie of a person holding the requested document together with a sheet of paper showing the current date and the words "*EDD XXX*".

4.17. At the Company's request, the Client must send the Company advanced selfies and/or regular selfies with the requested identification documents: such as a passport, another form of ID, proof of address, a bank reference letter, and/or any other relevant document not listed here. The Client is also responsible for providing accurate information required for the Company to fulfil its obligations under the Common Reporting Standard (CRS), including but not limited to declarations of tax residency, taxpayer identification number (TIN), and related supporting documentation, where applicable.

4.18. Where the Company makes such a request, the Client has fourteen (14) calendar days to collect and send the advanced selfies and/or regular selfies with the requested documents.

4.19. If the Client does not provide the requested information within that 14-day period, the Client's Profile will be irreversibly blocked, and the Client's personal funds, excluding profits, will be refunded, as follows:

4.19.1. To initiate the refund, the Client must submit a formal refund request to the Company within sixty (60) calendar days of the Profile being blocked, using the same payment method used for the initial deposit;

4.19.2. if the Company does not receive such a refund request within that period, the unclaimed funds are treated as forfeited by the Client and become the Company's property. The Company is not liable for any loss or damage the Client incurs as a result of the forfeiture of unclaimed funds;

4.19.3. the Company reserves the right to apply administrative fees or charges for processing refund requests as it deems necessary; and

4.19.4. the Client acknowledges and agrees that the refund process set out in Clauses 4.19 to 4.19.3 constitutes the sole and exclusive remedy for any unclaimed funds resulting from the non-submission of the requested selfies and/or documents.

4.20. No profits will be paid, and no losses reimbursed, in respect of accounts blocked under Clause 4.19.

4.21. The Company may suspend trading operations on the Client's Trading Account, reject a deposit, or defer processing a withdrawal request for the duration of the procedures described in Clause 4.17.

Internal transfers

4.23. Internal transfers (transfers from one Trading Account to another within the Company) between third parties are prohibited.

4.24. Where the Client wishes to make an internal transfer to another of their own Trading Accounts, the receiving Trading Account must support the relevant deposit and withdrawal methods. Internal transfers may only be executed between accounts of the same type, or between different account types where the amount transferred exceeds the required initial minimum deposit.

4.25. The Company processes internal transfers in the currency of the receiving Trading Account.

4.26. If the Client makes an error in an internal transfer request that results in funds being deposited into an incorrect Trading Account, the funds may not be refunded.

Other payment provisions

4.27. The Client acknowledges and agrees that where a payment is due and sufficient funds have not yet been credited to the Client's Trading Account, the Company is entitled to treat the Client as having failed to make the payment and to exercise its rights under the Agreement.

4.28. If the Client owes the Company any amount that exceeds the Equity of their Trading Account, the Client must pay the excess to the Company immediately upon the obligation arising.

4.29. The Client must make any Margin payments and other payments due in U.S. dollars, euros, or other currencies accepted by the Company. Payment amounts are converted into the Currency of the Trading Account at the current market Rate.

4.30. The Company is entitled, but not obliged, to cover deposit and withdrawal fees applied by payment processors. The Company may charge such fees to the Client in cases it deems appropriate.

5. Client Orders and Transactions

Execution model

5.1. The Company provides market execution on the trading Instruments. When entering into the Transaction, the Company may act as either the principal or the agent on behalf of the Client, depending on the specific situation. Some Client positions may be offset with external liquidity providers; in other cases, Orders may fail to be offset, or the Company may, at its sole discretion, decide not to offset an Order or a group of Orders.

5.1.1. The Company will take reasonable steps to obtain consistently fair pricing and execute Client Orders in accordance with its order execution arrangements and prevailing market conditions.

5.2. Due to the nature of market execution, slippage may occur when Orders are opened or closed, and any deviation of the opening or closing price from the price requested by the Client is subject to available liquidity. The Client agrees that such occasional slippage and price deviation are a natural feature of market execution, and the Company bears no responsibility for them or their consequences.

5.3. A buy Order is opened at the Ask price and closed at the Bid price. A sell Order is opened at the Bid price and closed at the Ask price.

5.4. The Company determines the current market price at its sole discretion.

5.5. The Company has no obligation to accept, execute, or cancel all or any part of a Transaction that the Client seeks to execute or cancel through the Trading Platform. Without limiting the foregoing, the Company bears no responsibility for transmissions that are inaccurate or not received by the Company, and may execute any Transaction on the terms it has actually received. Delays, lags, or latency may be caused by poor or weak internet connection, outages, application or software failures, or device-related issues, and the Company bears no responsibility for any losses caused by such delays, lags, or latency.

5.6. The Company reserves the right to aggregate Instructions received from its Clients, that is, to combine one Client's Instruction with those of other Clients for execution as a single Order, where it reasonably believes this is in the overall best interests of the Clients as a whole. On occasion, aggregation may result in a less favourable price being obtained; the Client acknowledges and agrees that the Company has no liability to the Client for any such less favourable price.

Order types and execution triggers

5.7. The following pending Orders are available on the Trading Platform and are executed as follows:

5.7.1. Buy Limit — an Order to open a buy position at a price below the current price; executed whenever the current Ask price becomes lower than or equal to the Order price;

5.7.2. Buy Stop — an Order to open a buy position at a price above the current price; executed whenever the current Ask price becomes higher than or equal to the Order price;

5.7.3. Sell Limit — an Order to open a sell position at a price above the current price; executed whenever the current Bid price becomes higher than or equal to the Order price;

5.7.4. Sell Stop — an Order to open a sell position at a price below the current price; executed whenever the current Bid price becomes lower than or equal to the Order price;

5.7.5. Stop Loss — an Order to close an Open Position at a specified price where the position generates losses; executed, for a buy position, whenever the current Bid price becomes equal to or lower than the Order price, and, for a sell position, whenever the current Ask price becomes equal to or higher than the Order price;

5.7.6. Take Profit — an Order to close an Open Position at a specified price where the position generates profit; executed, for a buy position, whenever the current Bid price becomes equal to or higher than the Order price, and, for a sell position, whenever the current Ask price becomes equal to or lower than the Order price.

Placing, modifying, and cancelling Orders

5.8. Orders may be opened, modified, or deleted only during the active trading session, hours of which are set out in the contract specifications. This is not permitted outside trading hours.

5.9. In the exceptional case of irregular market conditions, trading in specific Instruments may be prohibited, fully or partially, temporarily or permanently, for as long as the conditions remain irregular or until further notice.

5.10. All pending Orders are executed on a "Good Till Cancelled" basis and have no validity period: they remain active until cancelled by the Client. The Client may, however, set an expiration date for an Order.

5.11. All Order types, including pending Orders, Take Profit, and Stop Loss, must be placed at a minimum distance from the current market price. This required distance is known as the "stop level" (measured in points). Stop level values vary by symbol and can be found in the symbol's specification within the Client Terminal. The Company may adjust these stop levels at any time with prior notice.

5.12. When the Client's Order to open a position reaches the server, the Trading Account is automatically checked for sufficient Free Margin. If the Required Margin is available, the Order is opened; if not, it is not opened. Due to market execution, the opening price may differ from the requested price. A note in the server's log file recording the opening, modification, or closure of an Order confirms that the Client's request has been processed and that the Client agrees with the resulting Order. Each Order receives a unique identification number (a ticker).

5.13. The Client may cancel a sent Order only while it is queued with the "Order is accepted" status, by pressing the "Cancel order" button. Given the specifics of the Client Terminal, cancellation cannot be guaranteed.

5.14. The Client's request to open, modify, or close an Order may be declined in the following cases:

5.14.1. at market opening, where the request is sent before the first Quote has been received by the Trading Platform, in which case the message "No price / Trading is forbidden" (or similar) appears in the Trading Platform;

5.14.2. in exceptional market conditions;

5.14.3. where the Client has insufficient margin - in which case "Not enough money", "Insufficient funds", or a similar message is displayed by the Trading Platform;

5.14.4. where one or more Order parameters are invalid or missing; or

5.14.5. where the Client uses Autotrading Software performing more than twenty five (25) requests per minute, in which case the Company also reserves the right to ban the Expert Advisor concerned.

5.15. The Company provides the Client with the following options on the Client Terminal:

5.15.1. to partially close Open Positions on the MetaTrader 5 platform; and

5.15.2. to perform singular or multiple Close By operations on Open Positions.

Execution during Price Gaps

5.16. The following rules apply to Order execution during Price Gaps:

5.16.1. where both the pending Order price and its Take Profit level fall within the Price Gap, the Order is cancelled, with the comment "cancelled" or "gap";

5.16.2. where a Stop Loss Order price falls within the Price Gap, the Order is executed at the first price after the Price Gap, with the comment "SL" or "gap";

5.16.3. where a Take Profit Order price falls within the Price Gap, the Order is executed at its stated price;

5.16.4. Buy Stop and Sell Stop pending Orders are executed at the first price after the Price Gap, with the comment "started" or "gap"; and

5.16.5. Buy Limit and Sell Limit pending Orders are executed at the Order's stated price, with the comment "started" or "gap".

5.17. Where small Price Gaps occur, Orders may in some instances be executed in the usual manner rather than under Clause 5.16.

5.18. Where the Client's account simultaneously meets all of the following conditions: (a) the Margin Level is 150% or less; (b) 55% or more of the total position volume is held in a single Instrument in a single direction (buy or sell); and (c) that part of the total position was opened within 24 hours before market closure, the Company is entitled to set a Take Profit on the Orders comprising that position at the market-closing Ask price of the Instrument minus one point (for sell Orders), or at the market-closing Bid price plus one point (for buy Orders).

Confirmations

5.19. After a Transaction is executed, the Company will confirm its details to the Client as soon as possible. The confirmation may be electronic or made available on the Trading platform; in either case it has the same effect as if served in written hard copy. In the absence of a material error, the content of the confirmation is deemed conclusive and binding on the Client unless the Client objects in writing within one (1) Business Day of receipt. No error or inaccuracy in a confirmation affects the validity of the underlying Transaction.

Prohibited practices and Company remedies

5.20. Where different Clients use the same IP address, the Company may treat all Orders in all accounts operated from that IP address as performed by the same Client.

5.21. The Company reserves the right to cancel Orders opened or closed at off-market Quotes, and any Orders that do not comply with the Agreement.

5.22. In exceptional cases, Orders lasting less than one hundred and eighty (180) seconds may be cancelled if they are considered abusive.

5.23. The use of arbitrage strategies is strictly prohibited. Arbitrage is defined as exploiting price differences in identical or similar Instruments across different markets, which includes, but not limited to, latency abuse, price manipulation, time manipulation, or system abuse. If the Company reasonably suspects the Client is utilizing arbitrage (whether openly or concealed), the Company reserves the right to:

5.23.1. cancel all of the Client's Orders;

5.23.2. cancel any profits derived from all closed Orders;

5.23.3. close all of the Client's Trading Accounts and terminate the provision of Services; and

5.23.4. apply an overnight commission (interest added or deducted for holding a position open overnight).

5.24. The Company reserves the right to close the Client's open Orders at market Quotes where:

5.24.1. the Client uses arbitrage strategies, as determined by the Company at its sole discretion; or

5.24.2. the Client commits any other violation of this Agreement or any of the Company's policies.

5.25. The Company is entitled to close Open Positions and pending Orders in Intraday Trading Instruments at the end of the relevant trading session for those Instruments.

5.26. The Company reserves the right to increase Spreads where: (a) market conditions become irregular; (b) the trading conditions for one or more Currency Pairs change; and/or (c) a Force Majeure Event occurs.

Algorithmic trading

5.27. The Client may trade on the Trading Platform using an algorithmic trading system that trades the market on the Client's behalf. The Client acknowledges and agrees that algorithmic trading system use is inherently risky by its nature; the Company neither encourages nor endorses it as a practice.

5.28. Where the Client trades using an algorithmic trading system, and where this is permitted under the law of the Client's country of residence or jurisdiction, the Company is not liable for any direct or indirect losses or damages the Client incurs resulting from, without limitation: (a) the use of the algorithmic trading system; (b) any fault, omission, or negligence in coding the strategy; or (c) any failure on the part of the algorithmic trading system or its software provider.

6. Margin, Leverage, and Mandatory Position Closure

Margin trading

6.1. The Company allows the Client to trade financial instruments with a contract value greater than the balance held in the Trading Account, by using Leverage. When trading on a leveraged account, the funds the Client is actually required to commit to a contract are referred to as the Margin. For example, if the account is leveraged 1:100 and the contract value is €50,000, the Margin required is €500. The Client must accordingly maintain sufficient funds in the Trading

Account at all times to meet the Margin requirements. The Client must provide the Initial Margin at the moment of opening a position. It is the Client's sole responsibility to ensure they understand how the Margin is calculated.

6.2. The Company is entitled to change the Margin requirements at any time, including in the case of a Force Majeure Event.

6.3. The Company is entitled to apply changed Margin requirements both to new positions and to positions that are already open.

6.4. Where accounts are identified as being operated as part of a coordinated strategy, copy-trading network, or otherwise under common control, the Company may assess margin requirements based on the aggregate exposure of the related accounts.

6.5. It is the Client's responsibility to notify the Company as soon as the Client believes they will be unable to meet a Margin payment when due.

Leverage

6.6. The Company reserves the right to modify the Client's Leverage settings at any time without prior notification, including, where the Company deems it necessary or appropriate, in circumstances other than those described in the Agreement.

6.7. An automatic change in Leverage under the rules established by the Company, or a change made by the Client through the Trading platform, results in a recalculation of the Margin requirements for all of the Client's positions.

Margin Call and Stop Out

6.8. A Margin Call occurs whenever the account's Margin Level falls below the designated percentage stated in the Trading Account specification on the Website. The Client may receive a notification informing them that there is insufficient Margin to place Orders or maintain Open Positions. In this case, the Company is entitled, but not obliged, to close the Client's positions. The Company is not obliged to make Margin Calls for the Client, and is not liable to the Client for any failure to contact, or attempt to contact, the Client.

6.9. The Company is obliged to close the Client's Open Positions, without prior notification and without the Client's consent, where the Margin Level falls below the designated percentage stated in the Trading Account specification on the Website, or where the Equity falls below the threshold applicable to the account type as stipulated on the Website. This event is called Stop Out.

6.10. Stop Out is executed at the current market Quote on a first-come, first-served basis, and is recorded in the server's log file as "Stop Out".

6.11. In the event of a Stop out situation, if the Client has several Open Positions, the position with the highest Floating Loss is closed first. If a Stop Out results in a negative account Balance, this does not create any debt payable by the Client and cannot be treated as such; the Company will compensate the account Balance back to zero. In exceptional cases, where the Company deems the Client's actions fraudulent or intentional, the Company may claim the debt.

6.12. Margin Call and Stop Out levels may be increased during news releases, periods of high market volatility, abnormal market conditions, and other irregular events.

Restoring Free Margin

6.13. The Client may increase the amount of Free Margin available in the Trading Account by: (a) closing or reducing one or more Open Positions; and/or (b) depositing additional funds into the Trading Account.

6.14. Subject to any restrictions in this Agreement regarding the operation of the Wallet, the Client has the right to withdraw to their Wallet any part of the funds equal to the Free Margin available in the relevant Trading Account, provided funds are available.

7. Trading Conditions and Manifest Error

7.1. Full trading conditions — including, without limitation, current spreads, currency pairs, instruments, lot sizes, transaction sizes, commissions, volume and/or deposit limitations, and account types,- are set out on the Website. The Company reserves the right to modify, add, or cancel any or all of the trading conditions, including the Costs, on a general or individual basis, without prior notice to the Client. All changes are announced on the Company News Page and reflected in the contract specifications on the Trading platform.

7.2. Any abuse of, or unfair, direct or indirect, advantage taken of, the Company's trading conditions may be investigated. Where such abuse is established, the profit and/or loss obtained through it may be cancelled at the Company's sole discretion. The Client fully acknowledges this.

7.3. The Company may, without the Client's consent, void or amend any Transaction based on an obvious or palpable error (a "Manifest Error"). If amended, the Transaction will be adjusted to the level the Company reasonably believes was fair at the time of execution. The Company will reasonably determine Manifest Errors by evaluating relevant data, such as Underlying Market conditions and data source inaccuracies. Any financial commitments the Client made (or refrained from making) in reliance on the erroneous Transaction will be disregarded when determining a Manifest Error.

7.4. Except in cases of fraud, omission, wilful default, or negligence by the Company, the Company is not liable to the Client for any loss, cost, claim, demand, or expense following a Manifest Error, including where the Manifest Error is made by an information source, commentator, or official on whom the Company reasonably relies.

7.5. Where a Manifest Error has occurred and the Company exercises any of its rights under block 7, and the Client has received any monies from the Company in connection with the Manifest Error, the Client agrees that those monies are due and payable to the Company and undertakes to return an equal sum without delay and without any demand notice from the Company.

8. Commissions, Charges, and Other Costs

8.1. The Client agrees to pay the Company the commissions, charges, and other costs (collectively, the "Costs") set out in the Agreement and in the contract specifications on the Website, unless the Company expressly advises the Client otherwise. All current Costs are displayed on the Website, and by opening an account the Client unconditionally accepts all Costs applicable to their account under the trading conditions described there.

8.2. The Client undertakes to pay all stamp expenses relating to this Agreement and to any documentation that may be required.

8.3. The Client is solely responsible for all filings, tax returns, and reports on any Transaction that must be made to any relevant authority, governmental or otherwise, and for the payment of all taxes (including, without limitation, any transfer or value-added taxes) arising in connection with any Transaction.

8.4. In providing the Services, the Company may pay fees, commissions, or other benefits to, or receive them from, third parties. The Company is not obliged to report or disclose to the Client any such third-party payments or benefits, or any reports regarding profits, commissions, or other fees the Company receives from the Client's trading, unless the Agreement expressly provides otherwise.

8.5. Where the Company holds monies on the Client's behalf, it will first deduct all amounts due to the Company from the monies it holds for the Client.

9. Communication, Notices, and Personal Data

Communication channels

9.1. The Company may communicate with the Client using any of the following methods:

9.1.1. Client Terminal internal mail;

9.1.2. e-mail;

9.1.3. telephone; 9.1.4. the Company's live chat and the Profile;

9.1.5. SMS;

9.1.6. mobile and web push notifications;

9.1.7. instant messenger services (Viber, Telegram, Facebook Messenger, WhatsApp, and others);

9.1.8. post; and

9.1.9. announcements placed in the relevant sections of the Website.

9.2. The Company will use the contact details provided by the Client when opening the Trading Account, or the Client's contact details last known to the Company. The Client agrees to accept notices and messages from the Company at any time, and it is the Client's responsibility to ensure their contact details are kept up to date at all times.

Deemed receipt

9.3. Any communication sent to the Client (documents, notices, reports, statements, announcements, confirmations, and so on) is deemed received:

9.3.1. within one (1) hour of sending, if sent by e-mail;

9.3.2. immediately, if sent by Trading Platform internal mail;

9.3.3. once the telephone conversation has finished, if communicated by phone;

9.3.4. seven (7) calendar days after being sent, if sent by post;

9.3.5. within one (1) hour of being posted, if posted on the Company News Page or elsewhere on the Website; and

9.3.6. once posted, if posted in the Profile.

Statements

9.4. On the first day of each month, the Company will send the Client, by e-mail, a statement covering all Transactions of the previous month.

Telephone recordings

9.5. Any telephone conversation between the Client and the Company may be recorded. All Instructions and requests received by telephone are binding as if received in writing. All recordings are and remain the sole property of the Company, and the Client accepts them as final and conclusive evidence of the Instructions, requests, or other communications submitted, or obligations arising. The Client agrees that the Company may deliver copies or transcripts of such recordings to any court, regulatory, or governmental authority.

Access Data security

9.6. To enable use of the Trading Platform and access to the Profile, the Company provides the Client with Access Data. The Client is responsible for keeping the Access Data confidential and must not disclose it to any third party.

9.7. The Client must notify the Company immediately upon becoming aware, or forming a suspicion, that their Access Data has been, or may have been, lost, stolen, disclosed to, or used by any unauthorised person, and agrees to cooperate with any investigation the Company may conduct into misuse or suspected misuse of the Access Data.

9.8. The Client is liable for all Orders given through, and while logged in under, their Access Data, and any such Order received by the Company is considered received from the Client.

9.9. The Client acknowledges that the Company bears no responsibility for unauthorised third parties obtaining access to information, including logins, passwords, e-currency account access, e-mails, electronic communications, and Personal Data, where that information is transmitted via the internet or other network communication facilities, post, telephone, oral or written conversation, or any other means of communication.

9.10. If it appears to the Company that the Client's Access Data is being, or has been, used by a third party without authorisation, the Company may block the Client's access to the Trading Platform and/or the Profile without prior notice. Where it does so, the Company will contact the Client as soon as possible, and no later than three (3) Business Days after the block, to arrange the provision of new Access Data. The Company shall not be liable for any loss, including loss of profit, costs, or damage, arising out of or in connection with such unauthorised use or the replacement of the Access Data, or otherwise.

Personal Data and confidentiality

9.11. The Client acknowledges that the Company may collect, store, and process Personal Data provided by the Client in connection with the provision of the Services. The Company is responsible for the Client's Personal Data held by it, and processes it in accordance with the Data Protection Act 2017 and the Company's Privacy Policy. The Client's rights in respect of their Personal Data are set out in the Privacy Policy.

9.12. The Company treats the Client's information, including Personal Data, as confidential and will not disclose it to any third party except:

9.12.1. to service providers engaged in the provision of the Services or the performance of operational functions, including, but not limited to, payment service providers, banking institutions, and identity-verification providers, as further described in the Privacy Policy (for example, when processing deposits, withdrawals, or refunds, or conducting identity verification, etc.);

9.12.2. where required by a regulatory authority of a competent jurisdiction, a court, or a governmental body, subject to applicable legislation; or

9.12.3. where the Client has given their consent.

Any disclosure under this Clause is made on a need-to-know basis, and the Company will expressly inform the receiving third party of the confidential nature of the information.

Marketing communications

9.13. Where the Client has opted in, the Company may send marketing and promotional messages ("Marketing Messages") — information on products, services, promotions, and other updates, via e-mail, WhatsApp, Telegram or similar messaging applications. Opting in is voluntary, and the Client may opt out at any time by replying "Stop sending Marketing Messages" (or similar) in the relevant chat, or via any other official channel specified in this Agreement.

10. Complaints, Disputes, and Governing Law

10.1. If the Client reasonably believes that the Company, by any action or failure to act, has breached the Agreement, or has any claim relating to their Orders or Transactions, the Client has the right to file a complaint. Complaints are submitted, handled, and resolved in accordance with the Company's Customer Complaint Policy, available on the Website, which forms part of the Agreement.

10.1.1. The Company will investigate complaints fairly, consistently and objectively in accordance with its Customer Complaint Policy. Relevant records, including platform and server logs, may be used when assessing a complaint.

10.2. A complaint must be filed within thirty (30) calendar days of the conflict situation arising; complaints filed outside this period may be rejected.

10.3. No complaint relating to the time of execution of an Order will be accepted, regardless of how long the execution took or when the execution record appeared in the Server Log File.

10.4. The Server Log File is the most reliable source of information and the sole evidentiary basis for reviewing and deciding complaints. It has absolute priority over any other arguments, evidence, or information the Client may submit, including the Client Terminal log file, which does not register every stage of the execution of the Client's Instructions and requests. Where the Server Log File has not recorded the information on which the Client relies, an argument based on that information may not be considered; where it does not support the Client's contentions, the complaint will be considered invalid and rejected.

10.5. No complaint will be accepted in respect of unexecuted Instructions or requests given during scheduled server maintenance, where the Client was notified of the maintenance in advance by Trading Platform internal mail or any other method set out in Chapter 9. The Client's failure or omission to receive such a notification shall not constitute grounds for a complaint.

10.6. No complaint will be accepted regarding the financial results of Orders opened or closed using temporary excess Free Margin on the Trading Account, whether gained as a result of a profitable position subsequently cancelled by the Company, a position opened at an off-market Quote (spike), or for any other reason.

10.7. The Client acknowledges that they will not be able to manage a position while a Dispute concerning that position is under consideration, and no complaint regarding this restriction will be accepted.

10.8. Any compensation payable on a valid complaint shall not include lost profit, indirect damages, or any other loss or damage of a non-pecuniary nature.

10.9. The Agreement and the relationship between the parties are governed by, and interpreted in accordance with, the laws of the Republic of Mauritius. The Client agrees that all Transactions carried out on the Trading Platform are governed by the laws of the Republic of Mauritius, regardless of the Client's location.

10.10. Any Dispute, controversy, difference, or claim arising out of or relating to this Agreement shall be referred to and finally resolved by arbitration administered by the Mediation and Arbitration Center of Mauritius (MARC) under the MARC Arbitration Rules in force when the Request for Arbitration is submitted. The seat of arbitration shall be Mauritius.

10.11. All Transactions on the Client's behalf are subject to the applicable regulations of the FSC and any other public authorities governing the operation of investment dealers regulated by the FSC, as amended from time to time. The Company is entitled to take, or omit to take, any measures it considers necessary to ensure compliance with such regulations and the relevant market rules, and any such measures are binding on the Client.

10.12. The Company's liability, to the extent applicable, for infringement of third-party intellectual property rights is limited to breaches of rights subsisting in the Republic of Mauritius.

11. Liability and Indemnification

Dispute remedies

11.1. The Company may resolve Disputes only by one or more of the following methods, chosen at its sole discretion:

11.1.1. crediting or debiting the Client's Trading Account;

11.1.2. reopening erroneously closed positions; and/or

11.1.3. deleting erroneously opened positions or placed Orders.

11.2. Disputes concerning matters not addressed in the Agreement will be resolved in accordance with common market practice, at the Company's sole discretion.

Limitation of liability

11.3. The Company shall not be liable to the Client for any damage or loss, direct, indirect, or consequential, including loss of profit, suffered or sustained in connection with this Agreement, except to the extent that such loss or damage results directly from the Company's fraud, negligence, or wilful default.

11.4. Without limiting Clause 11.3, the Company shall not be liable to the Client where, for any reason, the Client has received less profit than hoped for, or has incurred a loss as a result of an uncompleted action the Client intended to complete. The Company will under no circumstances compensate for lost profit, or for any indirect, consequential, or non-financial damage (such as emotional distress).

11.5. The Company shall not be liable for any loss or damage caused, directly or indirectly, by events, actions, or omissions beyond its control, including, without limitation, delays or inaccuracies in the transmission of Orders or information due to a breakdown, delay, or failure of any transmission, communication, or computing facilities. Nor shall the Company be liable for any loss, damage, or expense the Client sustains where computer viruses, worms, software bombs, or similar malware are introduced into the Client's computer through the Client's own failure to install adequate protection.

11.6. The Company shall not be liable for errors in the Client's Trading Account balances, or for trading losses, resulting from quoting, execution, or other errors, including, without limitation, a mistyped Quote, a Quote not representative of a fair market price, or an erroneous Quote caused by a failure of hardware, software, communication lines or systems, or inaccurate data feeds. This list is not exhaustive. In the event of a quoting or execution error, the Company reserves the right to make the necessary adjustments or corrections to the Client's Trading Account.

Indemnity

11.7. The Client agrees to indemnify and hold the Company harmless from and against any claims, suits, proceedings, judgments, losses, damages, costs, and any other claims or expenses incurred by the Company resulting, directly or indirectly, from:

11.7.1. the Client's trading activity or Transactions;

11.7.2. the Client's failure to perform any of the terms and conditions of this Agreement; or

11.7.3. any person obtaining access to the Client's Trading Account(s) or the Trading Platform.

12. Force Majeure

12.1. Beyond the definition in Clause 2.26, Force Majeure Events include events or circumstances beyond the Company's reasonable control, including but not limited to:

12.1.1. acts of God — including, without limitation, earthquake, fire, flood, epidemic, tsunami, hurricane, or any other natural hazard, making it impossible for the Company to perform under this Agreement;

12.1.2. breakdown, failure, or malfunction of any electronic, network, or communication lines, or power, equipment, or software failures;

12.1.3. government actions; the threat or outbreak of war, military acts, hostilities, acts of terrorism, riots, civil unrest, or economic or political crisis, or events that may prevent the Company from maintaining an orderly market in one or more of the Instruments traded under this Agreement;

12.1.4. the suspension, liquidation, or closure of any market, the abandonment of any event on the basis of which the Company establishes its Quotes, or the imposition of limits or special terms on trading in any such market or event;

12.1.5. any unlawful or malicious act committed against the Company, its officers, employees, or assets, including, without limitation, hacker attacks on the Company's servers, fraud, and similar acts; and

12.1.6. a failure by any of the Company's suppliers, intermediate brokers, liquidity providers, agents, dealers, or clearing agents to perform their obligations.

12.2. Where a Force Majeure Event exists, the Company will give the Client notice as soon as reasonably practicable after it occurs (and in any event no later than five (5) Business Days after) describing the circumstance, event, or combination of circumstances or events constituting the Force Majeure Event, and will, as soon as reasonably practicable, give further notice with information adequate to justify the claim and advising the steps and time necessary to overcome it.

12.3. Where a Force Majeure Event exists, the Company may, without prejudice to any other rights under the Agreement, at any time, and without prior notice, take any or all of the following steps:

12.3.1. increase Margin requirements;

12.3.2. close any or all Open Positions at such prices as the Company in good faith considers appropriate;

12.3.3. suspend, freeze, or modify the application of any or all terms of the Agreement, to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;

12.3.4. re-assess the financial results of the Client's trading operations performed during the Force Majeure Event, and change Quotes, delete Orders, increase Spreads, decrease Leverage, or deactivate the Trading Account altogether; and/or

12.3.5. take, or refrain from taking, any other action the Company deems reasonably appropriate in the circumstances with regard to the position of the Company, the Client, and other Clients.

12.4. The Company shall not be liable for any loss or damage the Client sustains arising out of, or incurred due to, any failure, interruption, or delay in the performance of the Company's obligations under this Agreement caused by a Force Majeure Event.

12.5. If a delay or failure of performance caused by a Force Majeure Event continues for a continuous period of ninety (90) days, the Company may terminate this Customer Agreement at the end of that period without further obligation.

13. Warranties, Representations, and Covenants

13.1. On entering into this Agreement, and at all times thereafter when dealing with the Company, the Client represents and warrants that:

13.1.1. where the Client is a natural person, they are of sound mind;

13.1.2. where the Client is a legal entity, it is in good standing and validly existing under the laws of its jurisdiction;

13.1.3. the Client is free to enter into this Agreement and to perform each of its terms and conditions; is not restricted or prohibited, contractually or otherwise, from doing so; and their execution of, and performance under, this Agreement does not violate or breach any other agreement with the Company or with any other person or entity;

13.1.4. all information the Client provides to the Company is true, accurate, and not misleading;

13.1.5. all Transactions performed on the Client's Trading Account(s) comply with this Agreement;

13.1.6. the Client is aware of the risks involved in trading the financial instruments offered by the Company, and any decision to trade them is made at the Client's own risk;

13.1.7. the Client is willing, and financially able, to sustain a total loss of the monies deposited with the Company to open or maintain a position;

13.1.8. the funds the Client invests or uses for any Transaction are free of any lien, charge, pledge, or other encumbrance; and

13.1.9. the funds the Client invests or uses for any Transaction do not represent the proceeds of, are not derived from, and will not be used in any way in, any illegal activity, including money laundering and terrorist financing.

13.2. The Client unconditionally guarantees that the source of the funds used for trading with the Company is legal. Failure to comply will lead to account termination and a report to the relevant authorities in all cases, without exception. Under no circumstances will the Company or its partners and/or subsidiaries bear any responsibility for any claims or complaints arising in such a case.

13.3. The Client covenants that, throughout the term of this Agreement, they will take all reasonable steps to comply with all laws and regulations applicable in relation to this Agreement, and will promptly notify the Company of any changes to the information provided during the account-opening process, including, among other things, changes to their residential address, name, or citizenship.

14. Risk Warning

14.1. Trading in Derivatives and CFDs on Currency Pairs, Precious Metals, Commodities, Stocks, Indices, or other Instruments is highly speculative, involves a high level of risk, and is appropriate only for persons who can assume the risk of losses well in excess of the money they invest. The principal risks include, without limitation, leverage risk, market volatility risk, systems risk, and execution risk, as described below.

14.2. The Client should not invest money they cannot afford to lose or that exceeds their risk tolerance, and should carefully consider their investment objectives, experience, and risk appetite before trading. Off-exchange Transactions carry considerable additional risk exposure, including leverage, creditworthiness, limited regulatory protection, and market volatility affecting price or liquidity. The Company is not responsible for any losses, liabilities, costs, or expenses incurred in connection with the Client's trading.

14.3. Leverage risk. Trading with Leverage means trading contract values greater than the collateral committed. This magnifies potential profits but carries a high risk of loss: if the market moves against the Client, losses may exceed both the deposited funds and the Margin supporting the Open Positions.

14.4. Market volatility risk. Derivative markets are highly volatile, and the underlying market of any CFD can move rapidly on unforeseen events, with immediate impact on the value of the Client's positions. It is the Client's responsibility to monitor their Open Positions closely at all times.

14.5. Systems risk. Online trading is exposed to disruption of communications, IT systems, and software or hardware: events that may delay, interrupt, or otherwise affect the Company's systems and the Trading Platform, and may cause the Client financial loss or loss of opportunity. The Company is not liable for any such loss, except to the extent it results directly from the Company's fraud, negligence, or wilful default.

14.6. Execution risk. The Company's ability to execute an Order is subject to:

14.6.1. delays in execution - data-transmission delays between the Client's Trading Platform and the Company's servers (including failures of the Client's own internet connection) may cause an Order to be executed late, or not at all, after the requested price is no longer available;

14.6.2. unavailable pricing - where liquidity in the relevant market is short and the Company's liquidity providers cannot provide a market, an instrument may be unavailable to trade;

14.6.3. inverted spreads - where the liquidity feed is disrupted and, upon restoration, the Bid price exceeds the Ask price, the Client may be unable to trade until resolved, and the Company reserves the right to reverse trades executed during an inverted Spread; and

14.6.4. slippage - the difference between the intended and actual execution price, more likely during high volatility (for example, around major news events), which may produce a less favourable result and significant losses even where the Order is executed at the next best price.

15. Term and Termination

15.1. This Agreement commences as provided in Clause 1.7.1 and continues in effect until terminated.

15.2. The Client may terminate this Agreement by written notice given to the Company fifteen (15) calendar days prior to termination, provided the Client has no Open Positions and no outstanding obligations or liabilities to the Company.

15.3. The Company reserves the right to suspend the Client's Trading Account at any time, for any valid reason, with or without written notice to the Client.

15.4. The Company may terminate this Agreement by written notice given to the Client fifteen (15) calendar days prior to termination.

15.5. If the Client has any Open Positions on the termination date, the Company may, at its sole and absolute discretion, close them at current market prices without notice. Any balance remaining in the Trading Account after closure will be remitted to the Client in accordance with Chapter 4, provided the Client has no other outstanding obligations or liabilities to the Company and unless this Agreement provides otherwise.

15.6. Termination does not affect any Transaction previously entered into and is without prejudice to the accrued rights and obligations of either party. Transactions in progress at the termination date will be completed by the Company as soon as possible. On expiry of any notice of termination, the Company is entitled to settlement of all fees, costs, charges, liabilities, and other expenses accrued or incurred under this Agreement up to the date of termination.

15.7. The provisions of this Agreement relating to risks; the Client's obligations, covenants, warranties, and representations; limitations of liability and indemnification; confidentiality and data protection; notices; and claims and complaints survive termination for any reason.

16. Miscellaneous

16.1. Without prejudice to Clause 3.33, if the Balance of the Client's Trading Account equals zero, the Company reserves the right to delete that Trading Account within sixty (60) days of the last trading or monetary operation performed on it, with or without written notice to the Client.

16.2. If a situation not covered by the Agreement arises, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, in a manner consistent with market practice.

16.3. If any provision of this Agreement (or any part of one) is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed restated to reflect, as nearly as possible, the original intention of the parties in accordance with applicable law, or, to the extent restatement is not possible, severed, and the remainder of the Agreement shall remain in full force and effect.

16.4. The Client may not assign, charge, or otherwise transfer their rights or obligations under the Agreement without the Company's prior written consent, and any purported assignment, charge, or transfer in violation of this Clause is void. The Company may at any time assign or transfer any of its rights or obligations under this Agreement, or delegate any of its functions, to a third party, and will give the Client at least ten (10) Business Days' written notice where it does so.

16.5. The Client may request to change their assigned IB, subscribe to an IB, or unsubscribe from an IB, via Customer Support or by written request to support@metritax.com . Approval of any such request is at the Company's sole discretion.

16.6. The Company is entitled to unsubscribe a Client from an IB at its sole discretion, at any time, without notice.

16.7. Where the Client comprises two or more persons, their liabilities and obligations under any agreement with the Company are joint and several. Any warning or notice given to one such person is deemed given to all, and any Order given by one is deemed given by all.

16.8. The Client confirms that they have thoroughly read, and agree to be bound by, the Company's Risk Disclosure, AML Policy, Privacy Policy, and any other documents the Company may publish.