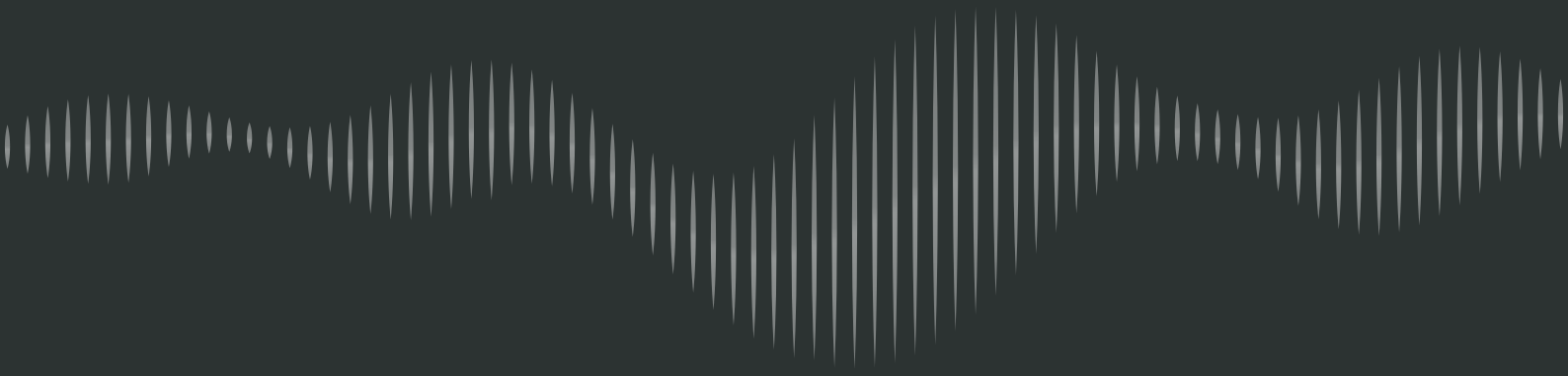
CENTURY FINANCIAL

TERMS OF BUSINESS



VERSION 2.0 – APRIL 2026

Century Financial Limited
Registered Address: The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue,
40 Cybercity, 72201, Ebène, Republic of Mauritius
License Number: GB24203860 | Registered and regulated by the Financial Services Commission (the “FSC”) in Mauritius

SECTION A- TERMS FOR CFD MARGIN TRADES

1. INTRODUCTION

1.1. These terms of business (referred to as the "Terms"/ "Agreement") is part of a wider agreement between you (also referred to as "our client", "your" and "you") and Century Financial Limited (also referred to as "Company","Century Financial", "we", "us" and "our"). Our relationship with you is governed by these Terms together with the application form you submit to us to apply for our services ("Application Form"), the Risk Disclosure Statement, Order Execution Policy, Conflicts of Interest Policy, Complaint Handling Policy ,Privacy Policy and any specific terms and conditions you accept in writing in relation to your Account or on the Platform which read together form our client agreement ("Client Agreement"). The Client Agreement represents all of the terms agreed between us in relation to the provision of services (the "Services") provided by us to you, as well as your activity on or in relation to the Platform. It also supersedes any prior oral or written representations and/or agreements between you and us regarding our Platform. Subject to Applicable Law, we may use our Affiliates or other third parties to provide the Services to you without your further consent and on such terms as we may determine.

1.2. The Company is authorised and regulated by the FSC (https://opr.fscmauritius.org/ords/opr/r/fsc-opr/fsc-online-public-register-opr) as an investment dealer (full service excluding underwriting) to offer the Services. It is registered in Mauritius under the Companies Act 2001, with registration number 216221 GBC, license number GB24203860 and its registered office is situated at the Cyberati Lounge, C/o Credentia International Management Ltd, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201 EBENE, Mauritius.

1.3. Type of the Company's license: SEC-2.1B Investment Dealer (Full-Service Dealer excluding underwriting) and FS-4.1 Category 1 Global Business License.

1.4. This Agreement constitutes the entire agreement between you and the Company and supersedes and cancels all previous agreements, promises, assurances, representations and understandings between the parties, or representations made by the Company or introducers, whether written or oral. The Company shall have no liability towards you for any innocent or negligent statement, representation assurance or warranty that is not yet in the Agreement.

1.5. Century Financial may offer financial incentives to individuals or entities who introduce new clients to the platform. These incentives may vary depending on the method of introduction and the generated trade volume.

1.6. This Agreement is supplied to you in English, which is the Company's official language, and in your own language where necessary and/or available. However, the English language content always prevails. We will communicate with you in English language and provide a translation where necessary and/or possible, for the duration of this Agreement.

1.7. All capitalized words and expressions have the meanings set out in clause 55 'Definitions & Interpretations'. In the event of any capitalized term not being defined in Clause 55 or any part herein, those terms shall denote their meaning from common trade and commercial usage of the financial services industry.

2. SCOPE OF THE AGREEMENT

2.1. This Agreement sets out the basis on which we will enter into Transactions with you and governs each Position entered into or outstanding between you and us on or after the date that this Agreement comes into effect. It becomes effective upon the Client receiving their personal Client Account number via email.

2.2. This Agreement governs all trading activities carried out by the Client with the Company throughout its duration.

2.3. You should read and understand these Terms carefully, alongside with the Company's Policies which can be found on the Company's Website under the Legal Documentation section, as amended from time to time, and any other documents that we have or will supply to you in the future and contain important information about our relationship with you under this Agreement such as:

(a) The **'Order Execution Policy'**, which explains how trades are executed.

(b) The **'Complaint Handling Policy'**, which sets out the procedure that needs to be followed when the Client wishes to complain about the Company

(c) The **'Risk Disclosure Statement'** summarizes the risks involved when trading in CFDs.

(d) The **'Conflict of Interest Policy'**, which explains how we handle any conflicts of interest in order to treat our clients fairly, and

(e) The **'Privacy Policy'** which explains how we deal with certain information you provide to us.

3. CLIENT CLASSIFICATION

3.1. We will categorize and treat you as either a Retail Investor or a Sophisticated Investor. You may only be classified into one category. We shall classify and treat you as a Retail Investor unless you are classified otherwise by us. If we have classified you as a Sophisticated Investor, you may request us to classify you as a Retail Investor as an exception.

3.2. You should understand that pursuant to Applicable Law, different levels of protection are afforded to the different categories of Client on the basis of the Client's experience and expertise.

3.3. Subject to Applicable Law, we have the right to review your classification and change the same if this is deemed necessary.

4. COMMENCEMENT, DURATION OF THE AGREEMENT AND RIGHT TO CANCEL

4.1. The Agreement shall take effect and commence once the Client completes the account opening application procedure and we have informed you that we have accepted your application to open an Account with us.

4.2. This Agreement is a distance contract, under which signing the Agreement is not required and the Agreement has the same judicial power and rights as a regularly signed one. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under Applicable Laws.

4.3. The Agreement shall be effective from the commencement day described in clause 4.1 for an indeterminate /unlimited time until it is terminated in accordance with the provisions described under clause 42 in this Agreement.

5. ACCOUNT OPENING AND CUSTOMER DUE DILIGENCE PROCEDURES

5.1. Once you complete the Account opening application procedure and you are accepted as a Client by the Company, you entitle us to use all personal information provided by you, in our sole discretion and according to Data Protection Regulation, for any further inquiries we may deem necessary to conduct taking into consideration the circumstances. As a Client of our Company, you understand that you are committed to collaborating with us and providing any required information swiftly and we are authorized to conduct any further research we deem appropriate.

5.2. We expect that the information you provide us with in your Account Opening Application Form is truthful and precise at all times, unless you duly inform us otherwise in writing. As our Client, you have a responsibility to inform us in writing of any amendment or inaccuracy of the information provided previously.

5.3. We will conduct due diligence on the Client in accordance with internal policies and Applicable Laws. The Company will conduct due diligence to its Client, and it shall require the Client to provide additional information or documentation to verify their identity.

5.4. Acceptance of you as our Client does not mean that the Company is obliged to approve nor accept automatically any future applications for new accounts from your side. You hereby authorize us or any of our agents to investigate your identity, credit standing and/or any current and past investment activity, and in connection with such investigations, to contact such banks, brokers and other related parties as we shall deem appropriate and necessary.

5.5. The Company is entitled to base its assessment on the information provided by you during the Account Opening Application form. Therefore, you are kindly requested to provide us with sufficient information regarding your knowledge and experience of investment to ensure that you properly understand the risks involved in the services envisaged.

5.6. The Company reserves the right to withhold approval until all necessary documentation is received and internal checks, including anti-money laundering measures, are completed satisfactorily.

5.7. The Company may conduct additional due diligence at any point during the Client-Company relationship. Your cooperation in providing the requested information is essential. Failure to cooperate may result in Account termination as per the terms of this Agreement.

5.8. You must ensure that, when providing any information to us, it is true and correct in every respect and contains all material information relevant to the subject matter of the request. Should any information previously provided by you become inaccurate or incomplete, you must promptly notify us. Any changes to your information must be communicated to the Company promptly in writing.

5.9. You understand that the verification of the identity of a client and/or beneficial owner is performed before the establishment of a business relationship or the carrying out of the Transaction.

5.10. Upon approval of your application, we will proceed to open your Client Account and send you your login credentials via email. Once you receive this email confirmation, your account will be activated.

5.11. To use the Services, you must provide all information requested by us from time to time. If you do not provide all of the information that

we ask for, we might restrict, suspend or terminate the provision of the Services we make available to you.

5.12. Without prejudice to the Terms herein, you agree that we shall be held harmless against any loss arising because of any delay or failure to process any application or Transaction if all such documentation as has been requested by us has not been provided by you.

5.13. To open additional trading accounts, the same terms and conditions as outlined in this Agreement will apply, along with any other relevant agreements or documents.

6. PROVISION OF SERVICES

6.1. Subject to the Terms in this Agreement and the acceptance of your application to open an account with us, we shall maintain one (1) or more Account registered in your name and shall provide you with execution- only dealing Services in relation to contracts in Foreign Exchange (FX) and Contracts for Difference (CFDs) where the underlying investments or products include foreign exchange contracts, metals, equity, indices, cryptocurrencies, and commodities and such other dealings as we deem fit and proper. Our Services shall also include the offering of any other type of financial products which we may offer to Clients from time to time and are updated regularly on our Platform. Our current offering typically includes:

- Leveraged Derivatives: Contracts that allow you to trade in a larger position than your initial investment, such as CFDs and Options.
- *Execution of Orders:* We facilitate the execution of Client orders in derivative products such as Contracts for Difference (CFDs).
- *Ownership and Delivery:* It is expressly understood that derivative Transactions do not convey ownership or possession of the Underlying Asset (e.g., stock, commodity). There is no physical delivery of the Underlying Asset involved. Consequently, we do not provide custody services for the Underlying Assets in such Transactions.

6.2. For a comprehensive overview of the terms and conditions, please carefully review the full Agreement. It is strongly recommended to consult with a qualified legal professional to ensure that the Agreement aligns with your specific circumstances and investment goals.

6.3. The availability of our services is contingent upon your fulfilment of all obligations under this Agreement. We reserve the right to temporarily or permanently discontinue any or all services or financial instruments, at our sole discretion, without providing an explanation.

6.4. The Company may use hedging strategies to manage risk associated with Client Transactions. However, Clients cannot hold the Company's Financial Intermediaries liable for any losses or damages.

6.5. The Client may conduct trading through their Client Account based on the hours displayed on the Platform, which are subject to change and may vary depending on the specific assets. Crypto Assets are generally available for trading 24 hours a day, 5 days a week (24/5), though trading hours for all financial instruments may differ. The Client is responsible for checking the Product Specifications for detailed information on trading timeframes before placing Orders. The Client may be notified of any Company holidays through the Company Website.

6.6. The provision of all of our Services is on a "non-advised basis" i.e. investment services other than portfolio management and investment advice.

6.7. You accept that we are the only execution venue in relation to your trades, which means that we quote both Bid and Ask prices. We may transmit your orders for onward execution to third party Financial Intermediaries, however contractually we are the sole counterparty to your trades and any execution is done in our name. We shall disclose any conflicts that may arise, as well as how we manage such conflicts in our Conflicts of Interest Policy.

6.8. Past performance results of a financial instrument available for purchase through the Platform are not an indication of future performance. Share prices used to value individual positions, or contribute to other performance information, are provided by third-party data providers and may not be timely and may not reflect certain activities such as Corporate Action/Adjustment Event, fees and commissions. Neither the Company's nor the Financial Intermediary's online trading facility can guarantee the accuracy, timeliness or completeness of the information provided by third-party data sources of information and posted on the Company's or Financial Intermediary's Online Trading Facility. This information should not be relied upon for making any investment or other decisions, therefore reliance on it is the Client's own risk. The Company may cause pricing, performance or other information to be unavailable with respect to a particular financial instrument or thematic portfolio from time to time if the Company determines that such information is inaccurate.

6.9. Investing is risky, and not all investments are suitable for all investors. You agree to view the content posted on the Website and/or Company's social media accounts and/or the Platform for informational purposes only. While you may be able to access market data and other financial information from the Website and/or the Platform, the availability of such information does not constitute a recommendation to buy or sell any of the products made available for or to engage in any investment strategy.

6.10. Thus, neither the Company nor the Financial Intermediary the Company partners with issue any investment advice, portfolio management, legal, financial, tax or any other advice, recommendation or opinion. Any statement, recommendation or opinion provided to any Client is not designed with respect to the individual Client's personal profile, financial situation or trading experience, and therefore should not be construed as investment advice, recommendation, opinion and/or as a solicitation for any Transactions in financial instruments. You are required to rely on your own judgement (with or without the assistance of an advisor) in entering into or refraining from entering into Transactions. You are not entitled to ask us to provide you with investment advice relating to a Transaction or to make any statement of opinion to encourage you to open a particular Transaction.

6.11. We do not offer investment research, and any material containing market analysis is considered marketing communication and should not be construed as advice, recommendation or research.

6.12. You will act as principal and not as agent (or trustee) on behalf of someone else. This means that you may not enter into Transactions on behalf of other parties without our express consent. If you act as an agent, we will not accept your principal as a Client unless otherwise agreed in writing.

6.13. The provision of the Services shall not, unless and until specifically agreed between us and you in writing, give rise to any fiduciary or equitable duties to you on our part or that of our Group. You hereby agree that nothing contained in these Terms shall create any fiduciary, trustee, agency, joint venture or partnership relationship between us or any Group Company of ours, on the one hand, and you or any group company of yours on the other.

6.14. You agree that, unless otherwise provided in this Agreement, we are under no obligation:

- To satisfy ourselves as to the suitability of any Transaction for you.
- To monitor or advise you on the status of any Transaction.
- To make Margin calls; or
- Where the Applicable Laws require – to close any Transaction that you have opened notwithstanding that we may have previously taken such similar action in relation to that Transaction or any other.

7. PROVISION OF SERVICES BY THIRD PARTIES

7.1. We may use other members of our Group or third parties in undertaking work on our behalf with respect to Services we provide in relation to this Agreement, including execution of marketing campaigns, gathering and processing of Client information, specialized software and IT services or other Client support services. Such service providers may be located within or outside Mauritius and where we choose to co-operate with them, we shall do so in accordance with the Applicable Laws and regulations.

7.2. We shall remain always responsible to you for the Services provided in accordance with the terms of this Agreement, except in the case of a Force Majeure event, where we are responsible for the conduct of work of such service providers in relation to the work and activities they undertake on our behalf. We shall use reputable and competent service providers and shall have in place adequate controls as to the selection and monitoring of the performance of the work they execute on our behalf.

7.3. We may use third parties with respect to Products and/or Services we do not provide. The Client may be introduced to such third parties and shall enter into separate agreements with them as the Company will hold no liability and/or obligations over their business relationship.

7.4. Client acknowledges that where the Company offers the opportunity to Clients to use third party services such as investment and financial analysis and/or research tools, webinars and other educational material, in any way they deem appropriate, you accept that we carry no responsibility and no liability as to the content provided by the third party nor as to the consequences of the use of the service. Clients use any of the third-party services and/or the information provided by third party services for marketing and/or otherwise, upon their sole discretion and responsibility, undertaking all liability deriving from the use of the third-party service. To this extent, Clients are encouraged to seek advice and/or training prior to using the services or information provided by such third parties making sure they fully understand the financial instruments, technical terms and descriptions provided. Please note that neither we nor any of the employees, affiliates, agents, tied agents, and/or services providers and/or Group companies provide any form of investment management, investment advice or recommendation.

8. ACCESSING OUR PLATFORM

8.1. We will provide you with one or more unique usernames and passwords to enable you to access the Services, which will allow you to use the Platform. Each time you access the Platform, you must enter your username and password.

8.2. You are responsible for creating your own password and keeping all information in your Account secret, according to the instructions that we provide to you. If you know or think that someone has obtained or may access your Account, or any information you have in your Account, without your permission, you must notify us immediately.

8.3. Your Account and relevant Access Codes shall only be used by you or any Authorized Persons of yours, subject to the provisions regarding Authorized Persons further below.

8.4. You are obliged to ensure that third parties do not obtain access to your Account on our Platform. Without prejudice to any other provisions of this Agreement, you will be liable for all Transactions and/or Contracts executed by means of your Access Codes, even if such may be wrongful.

8.5. We may rely on all instructions, Orders and other communications entered using your username and password and you agree to be bound by any message or instruction effected via the service (including, without limitation, the execution of transactions and/or the instruction to change your username or password) through the use of your username and password, regardless of whether or not the person communicating such message or instruction was properly authorized by you. Unless you inform us otherwise under this clause, we will consider any activity on or communication made from your Account to have been authorized by you, and you may be liable for such action until you notify us. We may need to change or reset your password, and we will notify you if we do this.

8.6. In relation to the username and password you acknowledge and undertake that:

(a) you will keep your username and password confidential and secure, and you will only use them yourself. To protect their security and prevent unauthorized access to and use of the Services, you will implement appropriate security procedures;

(b) you accept full responsibility for any and all use, unauthorized use or misuse of the service by you, or persons authorized by you, any other person using your Passwords, and you acknowledge and agree that any breach of your obligations hereunder by such person shall constitute a breach of your obligations hereunder by you;

(c) unless we have given you prior written permission, you will not divulge your username and password to anyone other than your Authorized Person for any reason; and

(d) you will notify us promptly if you become aware of, or have reasonable grounds to believe, the loss, theft, or disclosure to a third party of your username or password, or if you suspect any unauthorized use of your username or password.

8.7. Where a suspicious unauthorized activity is detected from our side, we may, but shall not be obliged to, inform you. In such a scenario, we may suspend your rights to access the Platform without notice if we have reasonable grounds to suspect that unauthorized persons are using your username or password without your knowledge. Furthermore, if we suspect you have provided your username and password to another individual in violation of this clause, we may immediately terminate the Client Agreement. We are not liable to you for any delays in detecting and subsequently suspend such access swiftly.

8.8. If you are unable to use our Platform, please contact our client management team through phone or email to request assistance. However, this will be much slower than using our Platform directly, and we cannot guarantee that our client management team will be available.

8.9. We will make every effort to make our Platform and client management team available when you need them, but we cannot guarantee that our Platform or client management team will be available at all times. We shall not be liable to you for any loss that occurs as a result of our Platform and/or our client management team being unavailable.

8.10. You are responsible for providing the computer system(s) to enable you to access and/or use our Platform and for making all appropriate arrangements with any telecommunications suppliers or, where access to our Platform is provided through a third party server, any such third party, necessary in order to obtain access to our Platform; neither we nor any company maintaining, operating, owning, licensing, or providing services to us in connection with, our Platform makes any representation or warranty as to the availability, utility, suitability or otherwise of any such equipment, software or arrangements.

8.11. Where we grant you access to our Platform, we shall grant you, for the Term of this Agreement, a personal, limited, non-exclusive, revocable, non-transferable and non-sub-licensable license to use the Platform pursuant to and in strict accordance with the Terms of this Agreement. We may provide certain portions of the Platform under license from third parties, and you will comply with any additional restrictions on your usage that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors.

8.12. We are providing the Platform to you only for your personal use and only for the purposes, and subject to the Terms of this Agreement.

8.13. You may not sell, lease, or provide, directly or indirectly, the Platform or any portion of the Platform to any third party except as permitted by this Agreement. You acknowledge that all proprietary rights in the Platform are owned by us or by any applicable third-party service providers selected by us providing us with all or part of the Platform or providing you with access to the Platform, or their respective licensors, and are protected under copyright, trademark and other intellectual property laws and other Applicable Laws. You receive no copyright, intellectual property rights or other rights in or to the Platform, except those specifically set out in this Agreement. You will protect and not violate those proprietary rights in the Platform and honor and comply with our reasonable requests to protect our and our third-party service providers' contractual, statutory and common law rights in the Platform. If you become aware of any violation of our or our third-party service providers' proprietary rights in the Platform, you will notify us in writing immediately.

8.14. In the event that you receive any data, information or software via our Platform other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

8.15. For some Platform Services, the software may be downloaded by you on one or more systems but under no circumstances are you permitted to use the Platform on more than one System at any one time.

8.16. You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the system or software you use to access our Platform.

8.17. We and our licensors (as the case may be) will retain the Intellectual Property Rights in all elements of the software and such software and databases contained within the Platform and you will not in any circumstances, obtain title or interest

8.18. You authorize us to act on any instruction given or appear to be given by you in relation to any electronic trading service you use on our Platform ("Instruction"). We are not obliged to act on any Instruction, or to execute or otherwise enter into any particular Transaction and need not give any reasons for declining to do so. You will be responsible for the genuineness and accuracy, both as to content and form, of any Instruction received by us. You acknowledge that in the event of Manifestly Erroneous prices or volumes we will have a right to void the Transaction, and such a Transaction will not be binding on us.

8.19. You acknowledge we have the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of Platform, or your access to the Platform, to change the nature, composition or availability of any services on the Platform, or to change the limits we set on the trading you may conduct through the Platform.

8.20. In accordance with clause 8.19 above, all prices shown on the Platform are indicative and are subject to constant change.

8.21. Use of any high speed or automated mass data entry system with the Platform will only be permitted with our prior written consent exercised in our sole discretion.

8.22. We shall not be liable for any claims, losses, damages, costs or expenses, including attorneys fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility belonging to us, nor for any loss, expense, cost or liability suffered or incurred by you as a result of instructions being given, or any other communications being made, via the internet. You will be solely responsible for all Orders, and for the accuracy of all information, sent via the Internet using your Access Codes. We will not execute an Order until we have confirmed the Order to you and transmission of an Order by itself shall not give rise to a binding Transaction and/or Contract between you and us.

8.23. There are inherent risks with the use of the electronic trading technologies such as the duplication of Orders/instructions, latency in the Prices provided, and other issues that are a result of mobile /internet connectivity. Prices displayed on our Platform are solely an indication of the executable rates and may not reflect the actual executed Price of the Order. Our Platform feature utilizes public communication network circuits for the transmission of messages. We shall not be liable for any and all circumstances in which you experience a delay in Price quote or an inability to trade caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider, or any other service provider.

9. LEVERAGE, MARGIN & COLLATERAL

9.1. The main feature of CFDs is their ability to operate on Leverage. In general, high Leverage can significantly increase the potential return, but equally it can also significantly increase potential losses.

9.2. Leverage is a mechanism through which you are able to enter into a transaction for a value that is higher than the amount of Margin, the purpose of which is to support your Transactions. We may provide you with a leverage at our sole discretion. For any Products for which we provide you Leverage, Margin funds only part of the Transaction and the excess is provided by us as Leverage. You should ensure that any Leverage is consistent with your financial situation, strategy, objectives, and business conditions.

9.3. Leverage is expressed as a ratio such as 10:1, 100:1, 200:1 or 400:1. The higher ratio of Leverage you use, the less Margin you need to enter into a transaction, in proportion to the notional value of the transaction. What this may mean for you is that for a Product that is leveraged at a 200:1 ratio, you may open a Position with a notional value of USD 1,000 using USD 5 as the Margin. The Margin payments required vary depending on the Leverage ratio of the CFD and the underlying financial instrument and the contract value of the Transaction.

9.4. The amount of Margin is calculated with reference to a percentage of the notional value of an Open Position. We determine the percentage of the notional value that is required as Margin by an underlying instrument, and we may change the percentage from time to time at our discretion, which we will notify you in accordance with Applicable Laws.

9.5. As the impact of Leverage on a CFD becomes higher as the value of the Underlying Asset of the CFD is more volatile and, considered that some Underlying Assets are more volatile than others, setting different Leverage limits is a tool to ensure you face a consistent level of risk.

9.6. Upon opening a Transaction, you will be required to pay us the Margin for that Transaction, as calculated by us ("Initial Margin"). Note that the Initial Margin for certain Transactions will be based on a percentage of the contract value of the Transaction and therefore the Initial Margin due for such Transactions will fluctuate in accordance with the contract value. Initial Margin is due and payable to us immediately upon opening the Transaction (and for Transactions that have a fluctuating Initial Margin based on a percentage of the contract value, immediately on opening the Transaction and thereafter immediately on any increase in contract value taking place).

9.7. You must satisfy all Margin Requirements on an ongoing basis, with or without demand from us. Satisfying all Margin requirements is a condition to enter into any transaction and we may decline to enter into a Transaction if you do not have sufficient funds in your Account to satisfy the Margin Requirements for that Transaction at the time the relevant Order is placed.

9.8. If you anticipate that the market will turn back in your favor, you may deposit additional funds and/or keep your Position(s) open. Alternatively, you may close, or you may hedge some or all of your Positions.

9.9. Subject to the Applicable Laws and regulations, we reserve the right to change the Leverage of a Product or Account, from time to time, at our discretion. We will be entitled, at any time, to increase or decrease the Margin you are required to maintain on open Transactions. We will endeavor to provide you with reasonable notice of such a change, where practicable. It is your responsibility to monitor changes to the leverage, which may occur due to:

(a) A change in the volatility and/or liquidity in the Underlying Market or in the financial markets more generally.

(b) Economic news.

(c) A company whose instruments represent all or part of your Transaction becoming insolvent, being suspended from trading or undertaking a Corporate Action.

(d) You are changing your dealing pattern with us and/or an associated company of ours.

(e) Your credit circumstances are changing.

(f) Your exposure to us and/or an associated company of ours; being concentrated in a particular underlying market or sector.

(g) an actual or potential event of default or termination event;

(h) your account balance;

(i) your trading approach or past trading performance

(j) a risk assessment;

(k) increased market volatility; or

(l) any other factors that we may regularly assess.

9.10. Our Margin requirements for the different Product types are displayed on our Platform. We may notify you of Margin requirements through alternative Electronic Methods. We reserve the right to set specific Margin Requirements for individual transactions and for each of our Clients. We also reserve the right to modify your Margin Requirements at any time, regardless of previously established levels.

9.11. Any Order you place on our Platform will be subject to Margin Requirements. You can suffer losses from transactions that are greater than the Margin you have supplied to us for your Open Positions due to changes in the applicable Margin Requirements.

9.12. We will be entitled at our sole discretion to increase or decrease the Margin Requirements at any time. Margin is immediately due and payable (within a time period acceptable to us or otherwise in accordance with Applicable Law).

9.13. We retain the sole discretion to modify Margin Requirements at any time. Whenever feasible, we will endeavour to provide you with one Business Days' notice regarding an increase or decrease in Margin Requirements. However, we reserve the right to implement such modifications on shorter notice or without prior notice under circumstances deemed reasonable by us.

9.14. If we adjust your Margin Requirement, these changes will be applicable to all Orders and Open Positions. It is advisable to ensure that your Account maintains a surplus Margin to withstand potential market volatility.

9.15. Where you fail to provide Margin in clear funds received by us by the time at which your Margin level reaches 50% ("Close Out Level" or "Margin Close Out Level" or "Stop Out Level"), we have the right to begin closing out all positions in relation to the Transactions for which you have failed to provide Margin, starting from the positions which are most unprofitable for you. Where the Margin level drops at or below 50% we will proceed with Close Out without further reference to you. There will be no further warning before Close-Out. Any such closing out under this clause shall be performed in compliance with our duty of best execution to you, in accordance with our Order Execution Policy.

9.16. We will not execute an Order if your Account doesn't have enough Available Equity to cover the necessary Margin requirements. You must make sure that the Account has enough Available Equity to satisfy the applicable Margin requirements.

9.17. You undertake that you will monitor market conditions and assess your ability to maintain your Open Positions on an ongoing basis. It is your obligation to ensure that your Account is over the relevant Close-Out Level as shown on our Platform at all times. You understand that utilized Margin will not be available to you. If you believe that you will not be able to meet your Margin Requirements, you should reduce your Open Positions or transfer adequate Margin to your Account to satisfy your Margin requirements.

9.18. You acknowledge that understanding the calculation of your Margin Requirements is your responsibility. It is your duty to monitor and fulfil the required Margin for all transactions consistently. You recognize that your obligation to pay Margin persists, regardless of whether we communicate with you about any outstanding Margin obligations.

9.19. If you are unable to fulfil your Margin requirements for the Open Positions in your Account, we may, in accordance with Applicable Law, take actions or refrain from taking actions as we, at our sole discretion, consider suitable to cover, reduce, or eliminate our liability concerning any of your Orders or transactions. In situations of extreme market conditions or volatility, we reserve the discretion to close out your Open Positions at any time if you fail to meet your Margin requirements.

9.20. You acknowledge that we maintain an automated close-out mechanism for client accounts to safeguard your interests. This mechanism may result in the automatic closure of some or all of your Open Positions when your Account reaches the Close-Out Level. Our automated close-out system has the potential to close all your Open Positions. Please refer to our Order Execution Policy for further details regarding liquidation procedures.

9.21. We do not guarantee that your Open Positions will be closed exactly at the point when your Account balance reaches the Close-Out Level. This may be due, for example, to market Gapping.

9.22. Subject to Applicable Law, we may issue a Margin Call Warning in accordance with these Terms if you have breached your Margin requirements. Any time and in any manner permitted by these Terms (including email, Platform notification, SMS), Margin Call Warnings may be issued provided there is no system error or malfunction. Therefore, it is in your best interest to inform us of any changes to your contact information on a frequent basis.

You agree that:

(a) a Margin Call Warning will only be made at fixed intervals subject to the Platform and only the first time your Margin drops below the applicable threshold;

(b) the information you receive in a Margin Call Warning may be out of date by the time you receive it. You should log into your Account immediately and take appropriate action to maintain your Open Positions;

(c) the frequency of the Margin Call Warning may differ across the Platform, or the Product used;

(d) we will not be responsible for any failure to contact you with respect to a Margin Call Warning where you have not provided up to date contact details for us or if there is any malfunction or error in the communication system;

(e) the terms and conditions of Margin Call Warning will be specified in the respective warning (or any applicable guidance issued by us) and we reserve the right to change the terms of any Margin Call Warning based on the market conditions;

(f) if we have made a Margin Call Warning to you, this does not oblige us to take any liquidation action as specified in this clause 9 (whether due to change in market conditions or otherwise). Further you agree that we are entitled to delay the cancellation of your Orders (including Pending Orders) and/or the liquidation of your transactions to a later date and on the conditions (including Price, level, rate) to be determined by us in our sole discretion; and

(g) we will not be limited or restricted by the content of any Margin Call Warning if or where made. We will be deemed to have made a Margin Call Warning where we notify you via the Platform.

9.23. If you have multiple Accounts, we shall determine your Margin requirements for each Account. We may, but we are not obligated to, automatically transfer any available balance you have in one Account to another Account to satisfy our Margin requirements. To clarify, we may exercise our right under this clause to utilize funds, assets, collateral, or securities from an Account with a positive balance to satisfy your liabilities in another Account with a negative balance, even if such a balance transfer necessitates the closure of Open Positions or cancellation of Orders on the Account from which the transfer occurs.

9.24. To make sure you fulfill our Margin Requirements when placing Orders over the phone, it is your responsibility to request all pertinent information about your Account, including any Open Positions. If you do not request this information, you may suffer losses for which we are not liable.

9.25. You may fulfil your Margin Requirement by providing Margin in a form acceptable to us. Margin is payable immediately upon breach of your Margin Requirement or upon issuance of a Margin Call Warning. In exceptionally volatile market conditions, auto-closure may occur before your funds are credited to the Account.

9.26. The Platform provides information about the unrealized Profit or Loss for each particular transaction. On any transactions on your Account, the Platform will offset any unrealized profits or losses. If you quickly closed one or more of your transactions, the unrealized Profit or Loss displayed on the Platform at any moment might not accurately reflect the Realized Profit or Realized Loss that would be gained or incurred. Any Realized Loss will become immediately due and payable.

10. PLACING OF ORDERS

10.1. It is your obligation to understand how an Order works before placing one with us, and you agree that you will not place an Order unless you have read and understood all applicable terms and conditions relating to such Order.

10.2. You may give us Orders via the Platform or orally, by telephone to a member of our client management team during trading hours that are available on our Platform or, as the case may be, where the market(s) for the Products are open for trading, unless we advise you otherwise. Any Orders left on an answering machine or sent by facsimile will not be actioned.

10.3. If we receive any Orders via telephone, through the Platform, or other Electronic Methods acceptable to us from time to time, we may ask you to confirm them in writing, but we reserve the right to carry out an Order even if you do not confirm the Order in writing.

10.4. Where you give Orders by telephone, you acknowledge and consent that your conversation with our client management team may be recorded.

10.5. In relation to electronic communications, please note that Electronic Methods may not be secure, reliable or timely. You acknowledge that any Orders sent by you through Electronic Methods may be, intercepted, monitored, corrupted, copied, adapted, contain viruses or otherwise be interfered with by third parties.

10.6. Instruction to place an Order are irrevocably and unconditionally binding on you and are made at your sole risk and responsibility. An Order sent is only a binding Transaction if it is recorded as executed by us and confirmed by us to you via the Platform (subject always to Manifest Error and Abusive Trading Strategies).

10.7. The Price at which an Order is executed may be less favorable to you than the Price stated on our Platform and/or provided to you by our client management team when you place the Order, and you are responsible for double-checking the Price at which an Order was executed.

10.8. We are not obligated to verify or consider any assumption made or expressed by you regarding the impact of any transaction or Order on your Position. We will classify all Transactions as a buy or a sell. You are responsible for always staying informed about your Position.

10.9. You authorize us (and, where applicable, any member of the Group) to act on Orders given to us by you or any person authorized on your behalf without further inquiry as to the genuineness, authority, or identity of the person giving or purporting to give such Orders. You understand and agree that this means we are authorized by you to accept, act and rely upon, and treat as valid and accurate all instructions and are under no obligation to:

(a) verify the authenticity or validity of any instructions;

(b) verify the identity or authority of any person giving an instruction;

(c) verify the authenticity of any signature(s) on any instruction; or

(d) seek your prior approval before acting on any instruction.

However, we may in our absolute discretion, take steps to ascertain the validity, authenticity and origin of any instruction provided by Electronic Methods.

10.10. We have no obligation to accept, or to execute or cancel, all or any part of a Transaction that you seek to execute or cancel through our trading Platform. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

10.11. Where you have entered multiple Buy and Sell Transactions in respect of the same instrument, we apply the netting mode as follows:

(a) Where you have entered a Buy Transaction and you subsequently open a sell Transaction in respect of the same instrument at a time when the Buy Transaction remains open, then:

(b) If the size of the Sell order is less than the size of the Buy Transaction, we will treat the offer to Sell as an offer to partly close the buy Transaction to the extent of the size of the sell Transaction.

(c) If the size of the Sell Transaction is the same as the size of the Buy Transaction, we will treat the offer to Sell as an offer to close the Buy Transaction entirely.

(d) If the size of the Sell Transaction exceeds the size of the Buy Transaction, we will treat the offer to Sell as an offer to close the Buy Transaction entirely and open a sell Transaction position equal to the amount of such excess.

(e) Where you have opened a Sell Transaction and you subsequently open a Buy Transaction in respect of the same instrument at a time when the Sell Transaction remains open, then unless you instruct us to the contrary.

(f) If the size of the Buy Transaction order is less than the size of the Sell Transaction, we will treat the offer to buy as an offer to partly close the Sell Transaction to the extent of the size of the Buy Transaction.

(g) If the size of the Buy Transaction order is the same as the size of the Sell Transaction, we will treat the offer to Buy as an offer to close the Sell Transaction entirely.

(h) If the size of the Buy Transaction order exceeds the size of the sell Transaction, we will treat the offer to Buy Transaction as an offer to close the sell Transaction entirely and open a Buy Transaction equal to the amount of such excess.

10.12. Where you have entered multiple Buy and Sell Transactions in respect of the same instrument, we apply the hedging mode as follows: any buy and sell trade is applied separately and shown on the account separately. A buy trade will not net against an existing sell trade and a sell trade will not net against an existing buy trade nor that multiple buy or sell trades will be aggregated.

10.13. **Aggregate Orders**

10.13.1. We reserve the right both to work and to aggregate Orders. Working an Order may mean that your Order is executed in tranches at different Prices, resulting in an aggregate opening or closing level for your Transaction that may differ both from your specified level and from the Price that would have been attained if the Order had been executed in a single tranche.

10.13.2. Aggregating an Order means that we combine your Order with the Orders of other Clients of ours for execution as a single Order. We may do this only if we reasonably believe it is unlikely to work overall to the disadvantage of any Client whose order is to be aggregated.

10.13.3. However, the effect of aggregation may work to your disadvantage in relation to any particular Order. You acknowledge and agree that we shall not under any such circumstances have any liability to you as a result of any such aggregation of your Orders.

10.14. **Expiry Transaction**

10.14.1. Subject to the Terms of this Agreement you may close an open expiry Transaction or any part of such open expiry Transaction at any time prior to the last dealing time for that instrument.

10.14.2. Details of the applicable last dealing time for each instrument will normally be available to you on the Platform. It is your responsibility to make yourself aware of the last dealing time or, as the case may be, the expiry time for a particular product.

10.14.3. When you close an expiry Transaction prior to the last dealing time for the instrument: (a) if the Transaction is a buy, the closing level will be the lower figure then quoted by us, and (b) if the Transaction is a sell, the closing level will be the higher figure then quoted by us.

10.14.4. If you do not close an expiry Transaction in respect of an instrument on or before the last dealing time then we will close your expiry Transaction as soon as we have ascertained the closing level of the expiry Transaction. You acknowledge that it is your responsibility to make yourself aware of the last dealing time and of any Spread that we may apply when you close an expiry Transaction.

10.14.5. We may accept standing instructions from you to automatically roll over all of your expiry transaction(s) to the next contract period, so that they do not automatically expire. Alternatively, you may ask that we accept roll instructions in respect of a specific expiry Transaction. You acknowledge that it is your responsibility to make yourself aware of the next applicable contract period for a Transaction and that effecting the rollover of a Transaction may result in you incurring losses on your account. Any agreement as to roll over is entirely at our discretion and we reserve the right to refuse to rollover a Transaction or Transactions, despite any instruction you have given us, if we determine, acting reasonably, that to apply a rollover would result in you exceeding any credit or other limit placed on your dealings with us. When a rollover is applied, the original expiry Transaction will be closed at or just prior to the last dealing time and become due for settlement and a new expiry Transaction will be created; such closing and opening trades will be on our normal terms.

11. ORDER EXECUTION

11.1. We execute Orders in accordance with our Order Execution Policy, which can be found on our Platform/Website.

11.2. You enter into all Transactions with us using Prices quoted by us through our Platform or through our client management team. Our Prices are not identical to prices for similar financial instruments, or their underlying components quoted on a trading venue or by other providers. The Price at which an Order may be executed by our Platform may be less favorable to you than the Price displayed on our Platform and/or provided by our client management team when you place the Order (for instance, due to market movements between the time you submit your Order and the time our Platform and/or our client management team executes your Order).

11.3. We will take reasonable endeavors to execute an Order promptly, but in accepting your Order we do not warrant that it will be possible to execute such Order or that the Order will be executed according to your instructions. We will only execute an Order when the relevant market or underlying market is open for business, and we will deal with an Order received outside of Market or underlying market hours as quickly as possible when that relevant market or underlying market is next open for business (in accordance with the rules of that market or underlying market). This may result in you obtaining a less favorable Price. You acknowledge and agree that we will not be liable to you as a result of obtaining such a lower Price.

11.4. You acknowledge and understand that we may not have access to every market or dealer, other orders may trade ahead of your Order, market centers may not honor posted Prices or may re-route the orders, market rules, decisions, system failures or other matters may prevent or delay execution of your Orders or cause Orders not to receive the best Price.

11.5. Where a series of Orders must be filled to close existing Open Positions and/or open new Positions, we shall fill these Orders in any order we choose. If this causes following orders to fail to activate due to a lack of trading resources, the Orders will be cancelled. We will not consider order-filling sequences that may result in one order being filled while another is not; instead, we will fill orders as and when we see them at our sole discretion.

11.6. A Product's Underlying Asset may become the subject of a Corporate Action or Adjustment Event. We may choose to notify you of any Corporate Action or Adjustment Event affecting your Account. If a Corporate Action or Adjustment Event takes place, we will, in our reasonable opinion, take the following actions: (a) replicate this in your order or transaction; (b) reflect any action taken by counterparties to trades in respect of such Underlying Assets of the product that we have entered into in Order to hedge or off-set our exposure to you; or (c) preserve the economic equivalent of your Order or transaction immediately before the Corporate Action or Adjustment Event. As soon as it is practical for us to do so, which may, for the avoidance of doubt, be after the relevant Corporate Action or Adjustment Event we may take at our discretion under this clause, we shall notify you of any appropriate action we decide to take. You consent to us reporting or disclosing your information to FSC or any other competent authorities or any other organization involved in Corporate Action without prior notice to you.

11.7. Except when required by Applicable Law, we may decide not to act on any Corporate Action or class action affecting your Product or instruments, and we may refuse to act on your instructions.

11.8. If the Price of a Product's Underlying Asset is suspended, we reserve the right to close any Transactions in that Product at a Price that is fair and reasonable. Such Price may be at a Price of zero and may vary for a buy and sell Transaction. The date and Price at which this Transaction will be closed will be communicated to you. If a Product or its relevant Underlying Asset is suspended, we reserve the right to ask for more Margin and/or to recover any reasonably foreseeable associated costs incurred by us (or any of our associates).

11.9. If an issuer whose securities constitute the basis for a Product experiences insolvency or a similar situation, we reserve the right to stop any Transactions on that Product, typically at a Price of zero. In the event that you have a transaction on any such Product, we will notify you of this.

11.10. A market gap is the difference between the closing price of one period and the opening price of the next period. Market gaps are most often created between trading sessions, such as during the night or over the weekend. In the event of market gaps the requested price will be adjusted by us automatically by the trading system or manually.

11.11. Unless expressly provided otherwise, no Orders are guaranteed and are subject to Gapping. If a New Order is subject to Gapping on activation and is executed at a Price that would also have activated any associated Limit or Stop orders, the Position will be liquidated immediately with a loss to the client equal to the current Company quoted Spread for that market.

11.12. The difference between the Price at which your Order is executed and the Price offered at the time your Order is submitted is known as Slippage ("Slippage"). Slippage can be caused by a range of conditions including, but not limited to, fast market movements thin or illiquid markets market news, world events, catastrophic events, the economic environment or other market conditions. Depending on the direction the underlying market has moved, Slippage may be unfavorable to you and may be near to or several points away from the Price displayed on the Platform at the time your Order was submitted through the Platform or quoted to you by us. It is important to remember that there is no minimum or maximum limitation on Slippage.

11.13. In the event there is Slippage, we will execute the trade at the next best Price in this case. When there is a change in Spread, Slippage in CFDs in stocks is common. In this case, a market order may be executed at a lower Price than planned. In the case of a long Position, the 'ask' may have increased, while in the case of a short Position, the 'Bid' may have lowered. You acknowledge that Slippage might occur as per the liquidity providers' terms and conditions and that this is beyond our control. You hereby agree to waive any liability that may arise subjective to any damage or expense or loss incurred by you, in relation to or directly or indirectly arising from but not limited to such terms and conditions. You will be obliged to pay the executed Price even if it is worse than the specific Price quoted to you.

11.14. Scalping is defined as a transaction that is open for less than three minutes. You recognize that we have the authority to cancel transactions that we determine, in our sole discretion, were placed in order to abuse or manipulate pricing using Abusive Trading Strategies and/or other illegal or abusive means.

11.15. We are also authorized to reclaim any trading profits you obtain by entering into any Transaction in violation of this clause, including transactions for the purposes of scalping, arbitrage, or purposeful exploitation of rate/pricing mistakes given by us.

11.16. You acknowledge and agree that if you receive off-market prices for any reason, including but not limited to delays, malfunctions, or manual trading errors, we reserve the right to cancel such trades retroactively and may choose to leave them cancelled or reopen them at the correct market Price. You accept that during periods of greater market volatility, Orders will be filled at the best available Price or the fair market value.

12. AMENDMENT OF ORDERS

12.1. You are solely responsible for the accuracy and completeness of all your instructions to us. We are not liable for any error, omissions, mutilation, interruption, or delay occurring in the transmission of such instructions.

12.2. Orders may only be cancelled or altered with our prior approval. If you ask us to cancel your Orders, we will only be allowed to do so if those Orders have not yet been acted upon.

12.3. Manual Product Orders can only be placed, changed, rolled over, or closed through our client management team. You will not be able to use the Platform to place, alter, or otherwise interact with Manual Products.

13. OUR RIGHTS IN RESPECT OF YOUR INSTRUCTIONS

13.1. We may, at our sole and absolute discretion, refuse to accept or act upon any Instruction, including without limitation any Instruction to place an Order or in relation to a Transaction or Open Position, from you. Circumstances where we may refuse to accept or act upon an Instruction include, but shall not be limited to, where we reasonably believe that to accept or act upon such Instruction may:

(a) result in you breaching any trading or Position limits that we have applied to your Account;

(b) involve us or you being in breach of any legal and/or regulatory requirements;

(c) be unreasonably or significantly impracticable for us; or

(d) run the risk of us suffering financial loss or reputational damage.

13.2. We will try to advise you promptly if such circumstances arise; however, we are under no obligation to provide you with our reasons for not acting on any of your instructions and we will not be liable for any expense, loss, or damage you incurred as a result of our failure to act on your instructions.

13.3. If there is an ambiguity in any Instruction given by you or where an Instruction is in conflict with another instruction, we will be entitled to act in good faith on what we reasonably believe the Instruction to be and our action or inaction will be binding on you. We may delay or refuse to carry out an Instruction if we have any concerns about the content, validity or authenticity unless this is resolved to our satisfaction.

13.4. If we accept an Order and subsequently an incident occurs that makes it unreasonable for us to act on that Order, we have the right to disregard or revoke that Order. If we disregard or cancel your Order, we will not be liable to you as a result of our actions, and we will not re-enter the Order. Illustratively, these situations could include, among other things, change in Applicable Law, discontinuation of Products from our end or insolvency of the underlying company.

13.5. You have no right to claim any damages, specific performance, or compensation whatsoever from us in relation to any acts referred in this clause.

13.6. In specific limited cases, such as a Force Majeure incident or cases where such data is temporarily unavailable e.g. where prices on the underlying financial instruments are not available or Orders are placed outside of business hours, or at times where sharp movements in the market make it difficult to determine relevant market Prices, or where your orders are placed outside of the relevant trading hours of the underlying financial instrument and our business hours, we may deviate from the procedure for Price determination set out in this Agreement.

14. PRICE SOURCES AND MARKET DATA

14.1. We quote the Prices provided to us by specified liquidity providers, from whom we acquire quotes electronically. Such quotes indicate the Prices at which we are willing to deal with our Clients, subject to clause 14.2 below. This quote could differ from values or prices published by exchanges or other market data sources.

14.2. A quote is not an offer to open or close a Position. Quotes are provided for informational purposes only and do not constitute an offer to open or close a Position at the indicated Price. When we accept an Order, we open a Position at the stated Price

14.3. We will charge you for opening and closing a Transaction as follows:

(a) The difference between our Bid and offer price will comprise the Spread (where there is an Underlying Market) and our Spread (being our charge to you);

14.4. You acknowledge that our Spreads can widen significantly in some circumstances, that they may not be the same size as the examples given in the Contract Specifications and that there is no limit on how large they may be. You acknowledge that when you close a Transaction, the Spread may be larger or smaller than the Spread when the Transaction was opened. For Transactions transacted when the Underlying Market is closed or in respect of which there is no Underlying Market, the figures that we quote will reflect what we believe the market price in a financial instrument is at that time. You acknowledge that such figures will be set by us at our reasonable discretion. The Spread quoted by us will reflect our view of prevailing market conditions.

14.5. You can access Market Data, which is data that is provided directly by an exchange and/or liquidity provider and/or price feeder, in order to be able to give Orders for Transactions for trading through any Electronic Method that is linked to the internet. We will get all Orders from you and send them to be carried out in strict accordance with their terms. You acknowledge and understand that:

(a) Market data will be made available to you for your use and to help you make your own investment choices. This will not be considered investment advice.

(b) While we have taken all reasonable steps to ensure the accuracy and completeness of the Market Data, the Market Data is provided on an "as is" and "if available" basis. You acknowledge that the Market Data cannot be guaranteed as uninterrupted, free from bugs or error free. We exclude any warranties, undertakings or representations (either express or implied) related to the Market Data to the full extent permitted under Applicable Law, including but not limited to: (i) responsibility or liability if any Market Data or similar information is inaccurate or incomplete in any respect; (ii) guarantees as to the timeliness of the Market Data or similar information; or (iii) responsibility or liability for any actions that you take or do not take based on the Market Data or similar information.

(c) You will have access to Market Data without any obligation on our part. We are not responsible for verifying the accuracy of any Order. Your Order comprises irrevocable instructions for us to complete the transaction on your behalf. Market Data may differ from the actual execution Price you obtain.

(d) Market Data comprises confidential information. Consequently, the data is the sole property of the exchange and/or liquidity provider and/or Price feeders that operate the market, In accordance with the terms of the relevant exchange and/or liquidity provider and/or Price feeder, you may use it only for your trading purposes. You should visit the relevant exchange website to get complete information on the applicable rules.

(e) Available Prices should not be used for any other purpose than that stated in clause 14.5(d) above, and you should not distribute, re-distribute, sell, re-sell, transmit, re-transmit, publish, make available, re-produce, sub-license, transfer, rent, lend, re-circulate, repackage, disclose, display the available Market Data to any other person or entity for any reason, including commercial redistribution (either in whole or in part).

(f) You hereby authorize us to enter into any agreement on your behalf with any exchange(s) and/or liquidity provider(s) and/or price feeder(s) regarding the appropriate use of Market Data.

(g) We reserve the right to charge a recurring fee for access to Market Data.

(h) You agree not to modify, adapt, alter, translate, enhance, reverse engineer, decompile, decode, disassemble or reverse assemble or create derivative works of the Market Data (or cause or permit any of the foregoing).

(i) You agree not to use the Market Data or other similar information in any way that contravenes any Applicable Laws.

14.6. You may request a quote to open a Transaction or to close all or any part of a Transaction at any time during our normal hours of trading for the instrument in respect of which you wish to open or close the Transaction. Outside those hours, we will be under no obligation to but may, at our absolute discretion, provide a quote and accept and act on your offer to open or close a Transaction. We may notify you of certain financial instruments in respect of which we will not quote, restrictions on the amount for which we will quote, or other conditions that may apply to our quote, but any such notification will not be binding on us.

14.7. A Transaction will be initiated by you offering to open or close a Transaction in respect of a specified Instrument at the level quoted by us.

14.8. We may, acting reasonably, accept or reject your offer at any time until the Transaction has been executed, or we have acknowledged that your offer has been withdrawn. A Transaction will be opened or, as the case may be, closed only when your offer has been received and accepted by us. Our acceptance of an offer to open or close a Transaction, and thus the execution of the Transaction, will be evidenced by our confirmation of its terms to you.

14.9. We reserve the right to refuse any offer to open or close a Transaction larger than the Normal Market Size.

14.10. Our quotation for a Transaction equal to or greater than Normal Market Size is not guaranteed to be within any specific percentage of any Underlying Market or related market quotation and our acceptance of your offer may be subject to special conditions and requirements that we will advise to you at the time we accept your offer. We will inform you of the Normal Market Size for a particular instrument on request.

15. CURRENCY

15.1. The currency of an Account will be as offered by us and specified by you at the time you open the Account, and any payment obligations in relation to that Account must be settled in that Account Currency.

15.2. All payments into your Account will be converted from the currency in which they are received into the Account Currency in which they are deposited. The terms of this clause will also apply where we make any payment to your Account in a currency other than the Account Currency.

15.3. Whenever we conduct currency conversions, we will do so at such rate of exchange as we select at our sole and absolute discretion. You agree that we will be entitled to add a mark-up to the exchange rates. We may waive or defer our conversion calculation fee at our discretion.

15.4. All deductions and credits applied to your Account will be in the relevant Account Currency. Where the relevant Product currency is different to the relevant Account Currency, all calculations of deductions and credits will be undertaken in the Product currency and converted into the Account Currency at the Currency Conversion Rate. Our Platform will retain information about the Currency Conversion Rate in relation to your Account.

15.5. Any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for your risk and Account.

16. TRADING LIMITS

16.1. We have the right to, at our discretion, set a limit or a parameter to control your ability to place an Order, hold Open Positions or to otherwise give instructions. Such limits or parameter may be amended by us at our sole and absolute discretion and may include (without limitation):

(a) the Margin Requirements;

(b) maximum Order amount and maximum Order size;

(c) our total exposure to you;

(d) trade filters to ensure that prices do not disrupt the market or violate market rules;

(e) controls over the Platform (which include, without limitation, any verification procedures intended to ensure that any particular instruction or instructions has come from you);

(f) the price at which an Order may be submitted (to include (without limitation) controls over an Order which is at a price that differs from the market price at the time the Order is submitted); and

(g) any other limit or parameter which we may be required to implement in accordance with Applicable Law and these Terms. Where possible we will notify such amendments to you in advance of such amendments becoming effective.

16.2. Any limits for your Account (including any Margin Requirement and leverage) will be set and varied from time to time with regard to your credit status and, where applicable, the amount of funds deposited by you with us and we may, in our sole and absolute discretion apply a limit to:

(a) the size of any Transaction or series of Transactions that you may enter into; and

(b) the amount of any loss or liability to which you may be exposed.

16.3. It is your duty to make sure you are aware of all applicable limits and restrictions before submitting or changing any Order to begin a transaction by consulting the Platform's information. All of your Accounts with us will be subject to any restrictions that are applicable to one Account.

16.4. Account limits do not limit your financial obligation to us, and whatever money you may occasionally place with us as Margin or otherwise does not represent a cap on that obligation.

16.5. Under specific circumstances we may require you to limit the number of your current Open Positions, and it falls under your responsibility to always be informed of our Company's minimum or maximum trade sizes and request by us for any details regarding any maximum or minimum trade sizes.

16.6. The modification of any maximum or minimum trade sizes is a result of various factors and a full description can be found in our Order Execution Policy.

16.7. At our own discretion, we may waive any maximum or minimum trade sizes which may be applicable at any time.

16.8. An Order will be automatically rejected if, at the time it would otherwise be performed, it will cause a breach of a limit that applies to that type of Order. The relevant Order or modification will be refused by our Platform where acceptance of a Pending Order or modification of an existing Pending Order will result in a breach of a relevant limit. The number of Transactions, Positions, and/or Pending Orders that may result in the opening of a new Position or Transaction on an Account may also be subject to a limit. We have the sole authority to determine this cap. We have the right to change this restriction at any moment, thus it is your obligation to verify the Platform's information to make sure you are aware of it before opening any new Positions, Transactions, or submitting any new Pending Orders.

17. SWAPS

17.1. Swap charges, also known as overnight financing fees or holding costs, are interest rate adjustments applied to Positions held overnight in Leveraged products such as CFDs. These charges arise from the cost of maintaining a Leveraged Position beyond the close of the trading day.

17.2. Swap charges are applied daily at the end of each business day, typically at server time 00:00 (midnight platform time), for any Open Positions that remain unsettled. The charges are automatically debited or credited to the Client's trading Account and will continue to apply as long as the Position remains open.

17.3. Since markets are closed on weekends, a three-day swap charge is applied on Wednesday, Thursday, or Friday, depending on the traded instrument. The day when these charges are applied might change from product to product. Clients should check the Platform to see which day it is for which product.

17.4. Bank holidays may affect the number of days of swap charged on a single night. The Company reserves the right to adjust swap rates to accommodate these changes. Any such adjustments will be communicated through the Company's Platform, website, or official notices.

17.5. The swap rate applied to a Position is determined by various factors, including but not limited to:

- The interbank interest rate differential between the underlying currencies of the traded instrument.
- The direction of the trade (long or short).
- The Company's funding costs and markups.
- The applicable rollover policies and trading conditions.

17.6. The Company reserves the right to adjust swap rates at its sole discretion in response to market conditions, changes in benchmark interest rates, or other relevant factors. Any adjustments will be communicated through the Company's Platform, website, or official notices.

17.7. The Client acknowledges that swap charges may affect the profitability of their trades and agrees to monitor applicable swap rates through the trading Platform. It is the Client's responsibility to be aware of any potential costs incurred due to swap charges and adjust their trading strategy accordingly.

18. CONFIRMATIONS AND ERRORS

18.1. After we have executed an Order on your behalf, where possible we shall provide you with all essential information about the execution of the Order in real time via the Platform. This will generally include ticket numbers, purchase and sale rates, used Margin, amounts available for Margin trading, statements of profits and losses, current Open and pending Positions and any other information as required by Applicable Law or as otherwise agreed by us. You may also receive daily Account statements in electronic form through the Platform and / or other Electronic Methods. Generally, these Account statements would include confirmation of transactions, your end of day trading balance, profit and losses in your Account (realised and unrealised). You may at any time request information on the status of your Orders. We have the right to alter the structure and content of Account Statements at any time and without prior notice to you. We shall, at your request, provide you with such clarifications or explanations as may be reasonably required to explain any trade confirmation as well as your cash position, Equity and Margin level. None of these clarifications or the information we provide should be construed or interpreted to comprise any form of recommendation or advice on action you should or should not take.

18.2. It is your responsibility to obtain and evaluate the information in clause 18.1 on a regular basis to ensure that it matches your own records. In the absence of Manifest Error, the Account Statement will be conclusive unless you notify us to the contrary in writing within twenty-four (24) hours of receiving such Account Statement. You will be legally bound by the Account Statements and confirmations. We reserve the right to correct the errors or omissions discovered, if any.

18.3. If you believe you have conducted a Transaction and in the event that you do not receive confirmation of a transaction and such Transaction does not reflect in the Account Statement provided to you on the Platform, you must notify us within the period specified in clause 18.2 above. In absence of such a notification, we will assume that such a Transaction does not exist

18.4. The information in clause 18.1 will be where possible updated in real time by our Platform. However, due to Force Majeure Events, this may not always occur immediately.

18.5. Any error or inaccuracy relating to trade confirmations and/or Account statements shall not affect the validity of the underlying Transaction.

18.6. We will retain certain information in relation to an Order or transaction to the extent and for the duration required by Applicable Law (usually seven (7) years from the date of the relevant Order or Transaction). You may access this information through our Platform unless the relevant Account has been closed or this Agreement has been terminated. After this period, we may destroy this information or retain it for such further duration as we see fit in our sole discretion and without notice to you.

18.7. You waive any claims arising from the failure to receive communications mailed, electronically transmitted, or otherwise addressed to you at the address specified in our records. We shall have ten (10) Business Days to update our records after receiving written notice of a new address for this purpose. If you desire to make any objections, your failure to receive or electronically access an Account Statement does not relieve you of your need to follow the foregoing processes.

19. MANIFEST ERROR

19.1. Any quote made by us, any market, exchange, price-giving bank, information source, commentator, or official on whom we reasonably rely and which is not representative of fair market value at the time an Order is placed is referred to as a "Manifest Error." A Manifest Error could be anything from wrong third-party or liquidity provider data or pricing to a mistyped quotation or misquote supplied by a member of our client management team or a Platform as a result of faulty software or hardware, whether provided over the phone or through another electronic channel. We may evaluate all information in our control, including without limitation information regarding all pertinent market conditions and any inaccuracy in, or lack of clarity in, any information source or announcement, when deciding whether a circumstance qualifies as a Manifest Error.

19.2. We will treat you fairly when determining whether a situation qualifies as a Manifest Error, but we will not consider whether you entered into or refrained from entering into a corresponding financial commitment, contract, or transaction in reliance on an Order placed with us (or whether you have suffered or may continue to suffer any loss of profit, consequential loss, or indirect loss).

19.3. Without giving you previous warning, we retain the right to:

(a) amend the terms of relevant transactions to reflect a Price that is on or near current market prices, which will be determined by us in our sole and absolute discretion, acting in good faith, to be the correct or fair terms of such transaction absent such Manifest Errors;

(b) if we determine, in our sole discretion and acting in good faith, that such revision would not be in your best interest, any transaction resulting from or arising from a Manifest Error shall be void from the beginning;

(c) avoid making any changes to the details of the transaction; or

(d) void such a transaction.

19.4. To the extent practicable we will give you prior notice of any action we take under this clause but if this is not practicable we will give you notice as soon as practicable afterwards.

(a) We shall not be liable to you for any Losses resulting from a Manifest Error or any action which we take or refrain from taking in relation to a transaction notwithstanding any Manifest Error, except to the extent caused by our own fraud, wilful default or gross negligence.

(b) If a Manifest Error has been identified and we exercise our rights under this clause, and if you have received any monies from us as a result of the Manifest Error, you acknowledge that you owe those monies to us and you agree to return an equal sum to us without delay.

20. COMMISSION, FEES, COSTS & OTHER CHARGES

20.1. There are costs associated when you trade or transact with us. You can discover additional details about these costs on our Platform. We may occasionally impose new costs and/or change costs. If there is any change in our charges and other costs change, we will notify you in accordance with these Terms.

20.2. In respect of Transactions in certain Products, we may charge you a transaction charge and/or a finance charge. Both finance and Transaction charges will be specified on the Platform and may be amended from time to time. The amount of these charges will be deducted from your Account. Your Account should always have sufficient balance to meet this obligation.

20.3. Holding costs (Swaps) is applicable on various Products is available on the Platform. Additional information in this regard is available on our Platform. To cover any holding costs, you must have enough cash in your account. If you owe us any holding costs, we may deduct them from the balance in your Account

20.4. In accordance with Applicable Law, we may pay or receive fees, commissions, or other non-financial benefits from third parties while rendering Services to you. We will provide you with information on these benefits to the extent required by law.

20.5. In addition, we may share charges and/or benefit from commission, spread, mark-up, mark-down or any other remuneration with Associates, Business Introducers, or other Third Parties (collectively referred to as "Partners") in respect of any Transactions and/or Contracts entered into by us and/or in respect of any Transactions and/or Contracts carried out on your behalf and in relation to your account.

20.6. If we receive or recover any commissions, cost, expense, fee or any other amount in respect of your obligations under the Client Agreement in a currency other than that in which the amount was payable, whether pursuant to a judgment of any court or otherwise, you will indemnify us and hold us harmless from and against any cost (including costs of conversion) and Loss suffered by us as a result of receiving such amount in a currency other than the currency in which it was due

20.7. However, we reserve the right to implement these amendments on shorter notice or without prior notice under circumstances deemed reasonable by us.

20.8. Not all charges are represented in monetary terms and may appear, for instance, in pips; therefore, you need to ensure that you understand the cost that the pip amounts to.

21. CLIENT MONEY

21.1. We will treat money received from you or held by us on your behalf in accordance with the applicable Client Money Rules.

21.2. The money we hold on your behalf includes funds received from you. This encompasses uninvested deposits, income from your instruments, and proceeds from selling your instruments before distribution or reinvestment. You agree that money belonging to you (the "Client Money"), will be held by us in a segregated client money bank account in the name of Century Financial. It is our practice to segregate client funds from our funds in accordance with Applicable Law. We may hold your money in reputable banks within or outside Mauritius. This means different rules and regulations might apply depending on the bank's location. In such circumstances, the legal and regulatory regime applying to the approved bank will be different from that of Mauritius and, in the event of a failure of the bank, your money may be treated in a different manner from that which would apply if the client money were held by a bank in Mauritius. We recommend seeking independent legal advice if you have concerns about these implications.

21.3. We might hold multiple Clients' money together in a single, pooled Client Money Account (omnibus account). However, we maintain detailed records of each Client's share within the account. We reconcile these records daily for accuracy.

21.4. We take steps to prevent your money from being used to pay our debts or being seized by court orders.

21.5. We are not responsible for bank insolvency or any actions by the bank where we hold your money. However, we exercise due diligence when choosing banks.

21.6. With your authorization, we may transfer your money to a third party to execute your Transactions. These parties could be affiliates, exchanges, clearing houses, or brokers. We are not liable for their actions, insolvency, or closure, unless they are caused by our own fraud, deliberate inaction, or severe negligence.

21.7. We will not be held responsible for any failure or insolvency of any bank or institution holding your funds within or outside Mauritius. If a third party holding your money becomes insolvent, we may only have an unsecured claim against them on your behalf. This means you might not recover all your funds if the third party doesn't have enough assets to cover claims.

21.8. You authorize us to make deposits and withdrawals from your Account on your behalf, including but not limited to the withdrawals for settlement of all the Transactions undertaken with us and all amounts which are payable by you or on your behalf to us or any other person in relation to the Services.

21.9. Unless otherwise communicated by the Client, the Company holds the right to transfer in part or whole of the Initial Margin of the client to a third party such as an exchange, a clearing house or an intermediate broker to hold. The Company allows the third party to hold the funds for the purpose of one or more Transactions through or with that third party or to meet the Client's obligations to provide collateral for a Position such as an Initial Margin requirement for a derivative Transaction or other contingent liability investment.

21.10. We will be entitled at any time and in our sole discretion to deduct, without notice or recourse to you, any money placed in or credited to your Account in error by us or on our behalf.

21.11. You agree that we may treat any Client Money we hold for you as due and payable to us to the extent of any obligation you owe us under the Agreement. Any money due to us under the Client Agreement or required to be deducted by Applicable Law (including for tax purposes), may be deducted from any money held by us in respect of your Account. This is our right to make a deduction.

21.12. It is not our policy to pay interest to you on any Client money that we hold for you, and by entering into this Agreement you acknowledge that you therefore waive any entitlement to interest.

22. DEPOSITS & WITHDRAWALS

22.1. We are not a bank, nor do we keep deposits as a bank. We keep deposits only to maintain Margin Requirements to support your Transactions.

22.2. You are responsible for making any payments to us which are required under the Client Agreement. We may reject any payment that is not made in accordance with our payment procedures (details of which are available on our Platform or from our client management team upon request). We reserve the right to remove or restrict the payment methods that you use to deposit and withdraw money from your Account.

22.3. You may pay any amount owed to us (including deposits) using an accepted card (such as a credit or debit card), bank wire, or any other means we may specify from time to time. We do not accept payments or deposits in the form of cash.

22.4. All payment to us must be made without set-off or counterclaim and without deduction. If you are required to withhold money or make any deductions, you must pay extra money ensuring that we receive the entire amount that we would have gotten had the withholding or deduction not occurred. You acknowledge that in the event of your default, you will be responsible for all costs and losses incurred by us.

22.5. When making payments to us, you may wish to leave headroom, especially during volatile and potentially volatile periods, (i.e. an amount that ensures you have sufficient funds above your Margin Requirements and that your total Account value is in excess of your total Margin Requirements (if applicable) or the amount required to keep the Account Value above the applicable Close-Out Level on any Account). You should consider your Positions, transactions, and Pending Orders, the volatility of the particular Product concerned and the relevant markets for the Underlying Asset, the time it will take for you to make further payments of cleared funds to us and any other matter which you may think relevant.

22.6. We shall be entitled to treat you as having failed to make a payment and to close out your Open Positions, exercise other default remedies as well as any or all of its rights under the Client Agreement if you owe us a payment but adequate cleared funds have not been credited to your Account.

22.7. In determining whether to accept payment from you, we will have utmost regard to our duties under law regarding the prevention of fraud, counter terrorist financing, insolvency, money laundering, and/or tax offences. We will only accept money withdrawals or deposits if we are satisfied that the money was sent by you or your Authorized Representative. If we determine that the funds came from someone other than you (for example, a funding method in someone else's name), we reserve the right to reject your deposit and return the funds to the original payment method, after adjusting any transfer fees and charges.

22.8. If we are not convinced that a payment method is in your name, we reserve the right to request proof of ownership before crediting your Account.

22.9. If in our reasonable and absolute discretion we determine that the deposit seems fraudulent, we shall have the right to undertake any or some or all of the following steps without any prior intimation to you:

(a) refund the amount deposited in the Account;

(b) apply zero balance and equity to the Account;

(c) close the Account;

(d) deny the withdrawal of any profits and/or coverage of any loss;

(e) report the matter to appropriate regulatory authorities; and

(f) take such suitable legal actions and/or other remedies that we deem appropriate.

You hereby waive and release us from any liability arising out of or in connection with any action that we might exercise in accordance with the terms of this Agreement and this clause.

22.10. Any payment made by you or on your behalf by a certain Authorized Representative will only be given effect once our systems have credited it to the relevant Account and it is shown on our Platform. We cannot guarantee how long this process will take and we will not be liable to you for any loss arising as a result of any delay in us crediting any payment to your Account.

22.11. You are responsible for any costs and charges incurred in the process of making any payment to your Account. You may also be liable for other charges that are not imposed by us, including bank transfer fees, and fees to internet and telephone service providers. Please be aware that we reserve the right to charge a reasonable fee for processing your payments, which will normally represent our costs in offering these payment solutions to you and will be collected and payable at the time of payment. These charges will be levied in our sole discretion and without your consent. The balance in your Account will reflect these charges.

22.12. You understand and agree that we may, in our sole discretion, at any time, for any reason, without prior notice to you or without your prior consent, increase the transfer fees shown on our Platform/Website to any other amount we deem necessary.

22.13. You hereby confirm and acknowledge that any payment(s) made by credit card(s), will bear your own name. You accept our advice to allow the visual contact of the 6 first and the last 4 digits of his card number only; and cover the CVV numbers of the back side of the card before sending a copy of your Card to us, for security purposes. You accept that the rest of the information should remain visible such as the card holder's name, expiry date and bank name.

22.14. You accept that we have the right to reject any credit card payments coming from high-risk regions and high risk countries.

22.15. You may make a request to withdraw money up to the extent your Available Equity from your Account. Details on how to make withdrawals of money may also be obtained from our client management team upon request.

22.16. You acknowledge and accept that all credit card transactions (deposits) are non-refundable and irrevocable.

22.17. Unless we agree otherwise or in order for us to comply with Applicable Law, we will only accept a request for a withdrawal of money from an Account that is given directly by you or certain Authorized Representatives. We will not accept any request for a withdrawal of money from an Account from any other person.

22.18. We will not proceed with a withdrawal request when such a request is sent by a different account name other than the one used by you for your last deposit.

22.19. Withdrawals of money from your Account will only be made in the Account Currency. Withdrawals will only be processed by us where the destination for the money being withdrawn is to an account in your name, which you have registered with Century Financial, unless (subject to our prior approval) you have notified us in writing that your payment details have changed or, if agreed by us, to your funds held in certain Authorized Representative' segregated client money account, provided that that Authorized Representative is licensed to hold client money by the relevant regulatory authority.

22.20. Notwithstanding any other term of the Client Agreement, we may in our reasonable discretion refuse or delay giving effect to your request for a withdrawal of money from your Account (in whole or in part), including as a result of any request to close the Account in accordance with these Terms. Notwithstanding any other term in the Client Agreement, we reserve the right, in its absolute discretion, to decline a withdrawal request from the Client and we reserve the right to request additional information or documents. We will notify you as soon as reasonably practicable if we decide to refuse or delay giving effect to your request for a withdrawal.

22.21. You acknowledge that delays may occur with regard to deposits and withdrawals requests if we and/or any other bank and/or card processor and/or electronic wallets service provider are unable to verify the information you provide.

22.22. You hereby agree that you will confirm all payments made to us by providing details of such payments as required by us (whether wire transfer details or SWIFT code or otherwise).

22.23. You are fully responsible for the payment details given to us and we accept no responsibility for your funds, if the details provided by you are not accurate or not comprehensive.

22.24. "Temporary Funding" refers to the temporary trading credit we provide to you at any time and for any reason in connection with your trading activities, including but not limited to where we credit your Account with Margin in anticipation of receiving Margin from you (example in situation where you are experiencing delay in receiving payment owing to weekend or time differences, mode of payment or any other reason and only after we have received fund transfer confirmation receipt from you); or where we agree to credit your Account with Margin for any reason.

22.25. We may in our sole and absolute discretion agree to provide you with Temporary Funding in relation to transactions to be entered into your Account. You confirm that your obtaining of Temporary Funding will be fully consistent with your financial condition, strategy, objectives and business considerations.

22.26. Any provision of Temporary Funding is provided only in exceptional circumstances and subject to such conditions as specified in clauses 22.24 and 22.25. You should be aware that any such provision or arrangement does not constitute a financial activity under Applicable Law.

22.27. In case of profit payments and/or withdrawals, we and/or our Group Companies may initiate payments to any party to the joint account provided that it has received appropriate approval from the other party, and it is satisfied pursuant to its due diligence verification and checks.

22.28. If you request a withdrawal of funds from your Account and we cannot comply with it without closing some part of your Open Positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal. Withdrawals will only be made on request by you, by bank transfer to an account in your name or such other method as we, in our absolute discretion, may determine.

22.29. In the event that it is not possible for the funds to be withdrawn without delay, the Company will keep the Client informed, including the reasons for any delay and the expected timeframe before the funds will be withdrawn. Information provided to the Client about any delays in withdrawing funds will be fair, clear and not misleading.

22.30. The Company will endeavor to process your withdrawal requests promptly; however, the time needed for the requested funds to be processed and appear in your account will depend upon the method used for depositing the funds and the third parties which are executing the payments.

23. NETTING AND OFFSETTING

23.1. If at any time in relation to any one Account: (a) you owe us and we owe you the same amount of money in the same currency, then both your and our obligation will each be automatically satisfied and discharged; or (b) you owe us and we owe you a different amount of money in the same currency, then whichever of you or us owes more may pay the excess to the other party and both your and our obligations will be satisfied and discharged.

23.2. We have the right to combine all or any Accounts opened in your name and/or to consolidate the balances in such accounts and to set-off such balances.

23.3. We may apply the Currency Conversion Rate to convert the relevant cash balances and any money due to you or us into the same currency.

23.4. Without prejudice to our right to require payment from you in accordance with the Client Agreement, we will have the right at any time to set off any Losses incurred by us in connection with your Account or your trading activities against:

(a) any account (including any Joint Account, corporate account or other account which you may hold with us or any member of the Group) in which you may have a financial interest; or

(b) any funds, monies or investment of any kind which we may owe you whether under these Terms or under any other contractual arrangements which you may have with us or any member of the Group.

23.5. You also authorise us to set off sums held by us for or to your credit in a Joint Account against Losses incurred by such Joint Account. You further authorise us to set off any Losses incurred in respect of, or any debit balances in, any account held by you with the Century Financial Group against any credit on your Account (including a Joint Account) with us.

23.6. In order to fulfil any or all of your obligations to us under this clause, we may, at any time and without prior notice to you, sell Products or other assets that we have custody or control over on your behalf. We will charge you all relevant charges and taxes, as well as a modest administration fee, if we are required to sell Products held on your behalf to satisfy your obligations. After the Products have been sold, you are still accountable to us for any remaining sum owed, and you must pay us the difference in value immediately.

23.7. You acknowledge that you are not permitted to use a right of set-off to offset any sums that you owe us under these Terms. We are not required to use our rights under this clause, which may be in addition to or without affecting any other rights to which we may at any time be entitled (whether by operation of law, contract, or otherwise), including any right of set-off, combination of Accounts, lien, or other right.

23.8. If an obligation cannot be reasonably ascertained, we may in good faith estimate that obligation and set-off in respect of that estimate.

23.9. As long as there are outstanding Losses in respect of any Account in which you may have an interest under this or any other agreement with us, in each case whether as a Joint Account or otherwise, we may retain possession of any Products or other assets held by us or to your credit with us in relation to any account in which you may have an interest (this right is known as a lien).

23.10. Our failure on one or more occasions to enforce or exercise our right to insist on timely payment (including our right to insist on immediate payment of Margin) will not amount to a waiver or bar to enforcement of that right.

24. JOINT ACCOUNTS

24.1. When you open a Joint Account, references to you include references to any other person in whose name the Joint Account is held. Any individual who is, or reasonably seems or pretends to be, identified on that Joint Account may be subject to any of our rights or obligations under the Client Agreement.

24.2. Each Joint Account Holder shall be jointly and severally liable for any financial obligations arising on their Joint Account. This means that anyone specified on the Joint Account can withdraw the entire balance of the Account, and each account holder is responsible for repayment of all amounts owed to us under the Client Agreement (and not just the share of it).

24.3. Each Joint Account Holder agrees that each Joint Account Holder has authority, without notice to the other to:

(a) buy or sell Products (including on Margin);

(b) receive Account Statements and correspondence;

(c) receive and dispose of money, securities or other assets;

(d) enter, terminate or agree to modify the Client Agreement;

(e) waive any part of the Client Agreement;

(f) deal with Century Financial as if each Joint Account Holder was the sole Account holder.

24.4. We reserve the right to send any notice or communication to any or all of the people whose names appear on the Joint Account, and any notice or communication given to one person is assumed to have been delivered to all Joint Account Holders.

24.5. After a Joint Account has been opened, you cannot add or remove persons named on that Joint Account. If you wish to change the Joint Account holders, you must close the Joint Account and open a new one.

24.6. We may, in our sole discretion, ask all Joint Account Holders to submit written instruction before we act on the instructions of a single Joint Account holder.

24.7. Upon the death of any Joint Account Holder the estate of any deceased Joint Account Holder and each surviving Joint Account Holder will be liable to us, jointly and severally, for any debt or loss in the account or upon liquidation of the Account, subject to Applicable Law. We shall presume that Joint Account Holders are joint tenants with rights of survivorship and upon death of any such joint account holder, the account shall be vested in the surviving holders, without in any manner releasing the deceased joint tenant's estate from liability.

24.8. Either Joint Account Holder may request that we convert the Account to an Account with a single account holder. Before doing so, we may (but are not obliged to) require written authorization from all Account holders. Any person who is removed from the Account is still responsible for all responsibilities and liabilities incurred under the Client Agreement during the period prior to the removal.

24.9. The Company may delay processing instructions related to joint accounts in the following circumstances:

(a) suspected fraud or criminal activity;

(b) unclear or ambiguous instructions;

(c) known or suspected disputes between joint account holders (regardless of the specific instruction).

24.10. All Joint Account holders are jointly and severally liable under this Agreement. This means the Company may demand repayment of the full amount owed by any or all Joint Account holders, regardless of their proportional contribution or awareness of the debt.

25. AUTHORIZED REPRESENTATIVES

25.1. You may designate a third party (hereinafter "Authorized Representative") to administer and run your Account as your agent, submit instructions, Orders, and other communications related to your Account or this Agreement. If so, any agreement—or absence thereof—between you and such Authorized Representative is not our responsibility. You understand and agree that any such Authorized Representative is entirely separate and independent from us and will either be operating as an independent intermediary or as an agent for you. Your Authorized Representative is not our employee, agent, or representative, and you agree that the Authorized Representative cannot act on our behalf or obligate us to act in any manner.

25.2. If you want your Account to be managed by an Authorized Representative, you must provide us with a Power of Attorney that was signed by both you and your Authorized Representative and in a format acceptable to us. You must provide us with a compensation plan in a format that is acceptable to us to be attached to the Power of Attorney in cases where you agree to pay your Authorized Representative directly from the Account (for instance, by paying the Authorized Representative a performance fee).

25.3. You are solely responsible for the risk of appointing an Authorized Representative to manage or administer or operate your Account. You are the sole person responsible for monitoring the trading activity of the Authorized Persons you provided permission to access your Account. Therefore, any trading activity initiated, or orders placed by your Authorized Persons and any losses resulting from such actions are binding on you, even in cases where such persons have exceeded your authority or have acted without your permission or have otherwise acted fraudulently.

25.4. It shall be lawful for us to act on any instructions or Orders transmitted by any Authorized Representative or any person who reasonably seems or purports to be an authorized person in regard to your Account

25.5. We reserve the right to carry out KYC checks and due diligence on the Authorized Representative appointed by you. If we know or have reasonable grounds to believe that the appointment of an Authorized Representative would result in a breach of the Client Agreement and/or Applicable Law, we may revoke or reject the appointment. We need not specify reasons for refusing instructions from Authorized Representative.

25.6. You agree that you have full responsibility and liability for any unlawful conduct by your Authorized Representative and will reimburse us against any loss, damage or expense incurred by us as a result of the Authorized Representative's unlawful actions.

25.7. If you have designated an Authorized Representative to act on your behalf and that person also acts on behalf of our other clients, the Authorized Representative may opt to place a single, aggregated order with us in respect of a Product and distribute it among you and the other clients. We are not responsible for the aggregation and allocation of such orders, and any such aggregation or allocation should be discussed with the Authorized Representative.

25.8. We reserve the right to ask you to maintain and administer your Account at any time, at our sole discretion. In order to accomplish this, you would have to cancel the permission you have previously given to your Authorized Representative and take control of your Account yourself. You understand that you will be held accountable for any Losses that may result from the actions of your Authorized Representative, as well as for any Orders you gave us before the revocation took effect.

25.9. You must notify us in writing if you intend to revoke or modify any authority you have granted to your Authorized Representative under the Power of Attorney. Any such notice will take effect once it has been acknowledged by us, which will typically happen two (2) Business Days after we receive the written notice. You understand that you will be held accountable for all Orders placed with us prior to the revocation or variation taking effect, as well as any losses that may result from your Authorized Representative's actions.

25.10. You understand and agree that a high volume of transactions may result in a large amount of Commissions, fees, or other costs that may not always be offset by the net profits, if any, realized from the relevant trades. It is your obligation and the Authorized Representative to make an accurate determination of the commercial viability of the magnitude of the total Commissions, fees, or charges for transactions executed and paid from your Account. Because we solely serve as the principal, we have no control over how much money you pay your Authorized Representative in Commissions, fees, or other costs.

25.11. You understand and agree that by giving your Authorized Representative access to the Platform, we reserve the right—but not the obligation—to impose restrictions on how much and how often your Authorized Representative can use the system. You agree that we will not exercise oversight or control over Orders given by your Authorized Representative, and you accept full responsibility and liability for your Authorized Representative actions, if we decide not to impose any such limits or controls on your Authorized Person's trading or if such limits or controls fail for any reason.

25.12. In case you wish to proceed with a termination of the authorization provided by any Authorized Person you shall contact us in writing with your request.

26. MARKET ABUSE AND ABUSIVE TRADING STRATEGIES

26.1. "Abusive Trading Strategies/Market Abuse" shall include any of, but not limited to (list is not exhaustive), the following actions such as, placing "buy stop" or "sell stop" Orders prior to the release of news relevant to the underlying market or asset, arbitrage, scalping, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the trading Platform, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the Platform or use (without our prior written consent) of any robots, spiders or other automated data entry system with the Platform any software, which applies artificial intelligence analysis to our systems and/or Platform(s) and/or client Account.

26.2. You agree that you shall not take any action or enter into any course of conduct which would breach Applicable Laws and Regulations and/or will or may alter, distort or manipulate the relevant underlying market in relation to any Transaction contemplated by this Agreement.

26.3. You will not utilize Abusive Trading Strategies on the Platform. Given the seriousness of Abusive Trading Strategies, you agree that we may, in our sole and absolute discretion, revoke transactions resulting from Abusive Trading Strategies without giving you prior notice or causing you to violate your Margin Requirements, regardless of whether such revocation would cause losses in your Account.

26.4. You will not engage in any transaction in violation of any law or regulation prohibiting insider trading, market manipulation, or any other form of market abuse or market misconduct (including, with limitation, short selling).

26.5. You shall provide conclusive evidence within six months of the Transaction opening to demonstrate compliance with this clause. Failure to do so will result in all such Transactions being deemed null and void.

26.6. You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that we have applied to our or our Financial Intermediary's Online Trading Facility and/or computer system(s).

26.7. It is absolutely prohibited to use any software, which we determine, at our sole discretion, to have as its purpose to apply any kind of artificial intelligence analysis to our or our Financial Intermediary's Online Trading Facility and/or computer system(s) with an ultimate goal to gain unfair advantage and exploit our or our Financial Intermediary's Online Trading Facility.

26.8. In the event that we suspect that you have used an Abusive Trading Strategy or placed and Order that qualifies as market abuse ,we and/or our Financial Intermediary reserve the right to take all action as we or our Financial Intermediary see fit, including, without limitation, completely blocking your access to the Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account(s). Under these circumstances:

(a) We and our Financial Intermediary reserve the right to take all necessary actions, including correcting errors or adjusting your Account, without giving you prior notice.

(b) We and our Financial Intermediary reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any interested third parties of your breach of this clause.

(c) We and our Financial Intermediary have and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility.

(d) We may also claim any money you owe us under a Position, treat all of your Open Positions as void from their inception, withhold or set-off against any funds which we suspect to have been derived from such activities, close out your Open Positions, adjust the equity in your Account.

(e) Suspend or terminate your Account.

(f) Terminate the Client Agreement or take such other action as we consider appropriate. For instance, any transaction entered into through the Platform that depends on price latency, insider trading or an arbitrage opportunity may be changed, adjusted, corrected, rejected, terminated, or voided at any time, for any reason, and without giving you any notice, in our sole and absolute discretion.

26.9. Any dispute arising from such fraudulent and/or unlawful trading activity will be resolved by us and our Financial Intermediary, or in the Company's or the Financial Intermediary's sole and absolute discretion, in the manner we deem fit and appropriate. This decision shall be final and/or binding on all participants and no correspondence will be entered into.

26.10. Moreover, it is absolutely prohibited to use any software in such a way which can have a serious negative impact on the performance of our servers and may prevent us from achieving the best possible result for our Clients as regards the execution of their orders. In the event that we and/or our Financial Intermediary identify any such activity, we and/or our Financial Intermediary reserve the right to take all action as we or our Financial Intermediary see fit, including, without limitation, completely blocking access to the Platform, blocking and/or revoking your Access Codes and/or immediately terminating your Account(s). In addition, you acknowledge that once your Account has been terminated, we or our Financial Intermediary may liquidate any outstanding contracts/positions you have with us or with our Financial Intermediary.

26.11. Internet connectivity delays, technical issues and price feed errors sometimes create a situation where the price(s) displayed on the Platform does not accurately reflect market prices. The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or taking advantage of internet delays (commonly known as 'arbitrage', 'sniping' or 'scalping' hereinafter, collectively, referred to as 'Arbitrage'), cannot exist in an OTC market where the Client is buying or selling directly from the principal. Accordingly, we reserve the right, at our sole discretion, NOT to permit the abusive exploitation of Arbitrage on the Online Trading Facility and/or in connection with our and our Financial Intermediary's Services; any Transactions or Contracts that rely on price latency arbitrage opportunities may be revoked, at the Company's or the Financial Intermediary's sole discretion and without prior notice being required.

26.12. Furthermore, in those instances, we and/or our Financial Intermediary reserve the right, at the Company's or the Financial Intermediary's sole discretion and without prior notice being required:

(a) To make the necessary corrections or adjustments to the Account(s) involved (including, without limitation, adjusting the price Spreads available to the Client).

(b) To restrict the Account(s) involved access to streaming, instantly tradable quotes (including, without limitation, providing manual quotations only and submitting any Orders to our prior approval).

(c) To retrieve from the Account(s) involved any historic trading profits that we and/or our Financial Intermediary can document as having been gained through such abuse of liquidity at any time during the Client relationship.

(d) To terminate the Client relationship and/or close all Accounts involved (including, without limitation all other Accounts held by the same Account holder with us) immediately by giving written notice; and/or

(e) To inform any interested third parties.

26.13. Any indication or suspicion, in our sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties, fraud, manipulation, cash-back arbitrage or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances, we reserve the right to close/suspend (either temporarily or permanently) all of the Client's trading Accounts and/or cancel all Transactions.

26.14. You will also be strictly prohibited from opening any new trading Account(s) and trading with our Company and/or our Financial Intermediary. Nonetheless, in cases where you may successfully open an Account and trade with the Company or the Financial Intermediary due to any technical and/or human error, we and/or the Financial Intermediary reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges. We and our Financial Intermediary have and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of the Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us and our Financial Intermediary, or in the Company's or the Financial Intermediary's sole and absolute discretion, in the manner deemed to be the fairest to all concerned. This decision shall be final and/or binding on all participants and no correspondence will be entered into.

26.15. Additionally, you acknowledge and agree that in such cases, we will not process withdrawal requests from you or remit payments to you until the necessary modifications have been completed to our satisfaction. We may evaluate all information in our control, including, without limitation, information regarding relevant market conditions and flaws in the Platform, when deciding whether a circumstance qualifies as an Abusive Trading Strategy or Market Abuse.

26.16. We will not be responsible to you for any loss, cost, claim, demand, or expense you may incur as a result of any action we take in relation to dealing with your Abusive Trading Strategies or any action we take or refrain from taking in relation to transactions resulting from market abuse or your Abusive Trading Strategies, including any loss of profits or indirect or consequential losses.

26.17. We may (and in some circumstances must) provide any relevant regulatory authority with information about any transaction or instruction that would be considered to be Market Abuse. You agree that you will comply with any disclosure requirements that may apply to you.

27. TAXATION

27.1. You are solely responsible for all filings, tax returns and reports on any Transactions which should be made to any Relevant Authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction. Your tax treatment depends on your own personal circumstances and may be subject to changes.

27.2. In the event, that any tax payment is imposed to you due to any regulatory or legal obligation, and the Company or its Financial Intermediaries is obliged to make any payment and/or withhold any amount for this tax imposition, then the Company or its Financial Intermediaries has the right to deduct or withhold from any Client's account(s) or request the immediate payment or reimbursement of such amount.

27.3. You are also liable for other taxes which are not collected by the Company, or its Financial Intermediaries and you should seek independent expert advice if you are in any doubt as to whether you may incur any further tax liabilities. Tax laws are subject to change from time to time.

27.4. We cannot advise you on tax and, if in any doubt, you should seek your own independent advice. The tax treatment of transactions may differ according to your circumstances and applicable tax legislation. Tax legislation and the interpretation of such legislation is subject to change. You may also be liable for other taxes and charges that are not imposed or withheld by us. You should seek independent advice if you are in any doubt as to what further taxes and charges may apply to you as a result of your trading activities.

27.5. You undertake the responsibility to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the Transactions under this Agreement.

27.6. If we are required by Applicable Law to submit information to a tax authority, we will do so in accordance with our Privacy Policy and the Client Agreement. You agree that if we give you with any information or express an opinion about the tax status of your transactions with us, you will not be able to rely on that statement and it will not represent tax advice.

27.7. You will be responsible for payment of any value added taxes or similar consumption taxes as applicable.

28. INTRODUCED BUSINESS

28.1. This clause applies if you have been introduced to us by a third party, such as an introducing broker or money manager (together referred to as "Referral Partner"), and have agreed with that third party for the payment of fees, commission and/or other remuneration ("Referral Fees")

28.2. We will not be responsible for any agreement made between you and your Referral Partner or absence thereof. We will not be bound by the terms of any such agreement.

28.3. You acknowledge that any such Referral Partner will either be acting as an independent intermediary or as your agent, that your Referral Partner is completely independent from us and is not our agent, associate, or employee and that your Referral Partner is acting solely on your behalf. Additionally, you agree that your Referral Partner is not authorized to express any opinions on us or our Services. Subject to Applicable Laws, we have no responsibility or obligation to verify the legal standing or regulatory status of a Referral Partner.

28.4. By entering into the Client Agreement with us, you give us permission to deduct any third -party Fees from any funds we hold in connection with your Account.

28.5. You understand that we may pay such Referral Partner fees in connection with your trading activities. Such fees may be in the form of commissions, mark-ups or mark-downs, on a per trade basis, or any other form as agreed between us and an Referral Partner from time to time.

28.6. Any deductions will be made after taking into account all taxes, duties, and levies, regardless of how they are calculated or designated, including value-added taxes (or similar).

28.7. It is your duty to make sure there are enough funds in your Account to fully cover any Referral Fees that are owed to the third party.

28.8. We retain the right to stop facilitating the payment of the Referral Fees or to make deductions in relation to them at any time and without prior notification to you. Any outstanding Referral Fees payable must be agreed upon and paid directly between you and the Referral Partner in the event that we stop to facilitate or make deductions in respect of the Referral Fees in accordance with this clause.

28.9. You may withdraw or seek to amend the authorization given to us under this clause for us to facilitate or make deductions in respect of the Referral Fees on your behalf, by giving us at least notice in writing of one (1) Business Day.

28.10. You acknowledge that any such Referral Partner will either be acting as an independent intermediary or an agent for you and that your Referral Partner and is wholly separate and independent from the Century Financial Group and is not our or the Century Financial Group's agent, associate or employee. You further acknowledge that your Referral Partner is not authorised to make any representation relating to us or our Services.

28.11. We have no control over and cannot vouch for any information, recommendation, or advice you may have previously received from a Referral Partner or may get in the future. You must thoroughly assess a Referral Partner before using its services because it is not our agent or employee.

28.12. You understand and agree that a high volume of transactions may result in a large amount of Commissions, fees, or other costs that may not always be offset by the net profits, if any, realized from the relevant trades. It is your obligation and the Referral Partner's to make an accurate determination of the commercial viability of the magnitude of the total Commissions, fees, or charges for transactions executed and paid from your Account. Because we solely serve as the principal, we have no control over how much money you pay your Referral Partner in Commissions, fees, or other costs.

28.13. You acknowledge that the Referral Partner will have access to information about your trading activity that we possess. You also recognize that a third party who brought your Referral Partner to us may have received payment based on your introduction to us or your trading history. In this case, you consent to our disclosing information about your trading behavior to the third party who referred your Referral Partner.

29. CONFLICTS OF INTEREST

29.1. The Company has made arrangements in order to manage conflicts of interest between us, our Affiliates and relevant persons and our Clients, or between one Client and another, that arise in the course of providing our investment services.

29.2. We operate in accordance with our Conflicts of Interest Policy (available on our Website) which sets out the types of actual or potential conflicts of interest affecting our business and provide details of how these are managed.

29.3. You acknowledge that we and our Affiliates provide a diverse range of financial services. There may be times when our interests, or the interests of our Affiliates, directors, employees, agents, representatives, staff, or other clients, conflicts with yours.

29.4. Such potential conflicts may include, inter alia, engaging in hedging transactions before or after entering into a trade with the Client to manage the Company's own risk, which could involve entering an opposite trade with a market counterparty, including a member of the same Group, and which could impact on the price received or paid by the Client. Furthermore, the Company may enter into agreements with third parties or other clients based on the Client's trading activity or volume, which may involve paying or receiving fees, rebates, commissions, profit sharing, or non-monetary benefits, where permitted by law. The Company may share trading charges with its affiliated companies or receive remuneration from them for transactions executed on the Client's behalf.

29.5. Other than the general circumstances set out in clause 29.4 above, we are not under an obligation to disclose that we, our Associated Companies or relevant persons have a material interest in a particular Transaction with or for you, or that in a particular circumstance a conflict of interest exists, provided we have managed such conflicts in accordance with our Conflicts of Interest Policy. We are not under any obligation to account to you for any profit, commission or remuneration made or received from or by reason of Transactions or circumstances in which we, our Associated Companies or a Relevant Person has a material interest or where in particular circumstances a conflict of interest may exist.

29.6. You acknowledge that you are aware of the possibility that the conflicts disclosed in this clause 29 will arise and agree that the Company will manage such situations in accordance with its best efforts and Applicable Laws. You should consider seeking independent financial advice before making any investment decisions.

29.7. You may request further information regarding the Company's Conflicts of Interest Policy.

30. IN THE EVENT OF DEATH

30.1. Our relationship will continue in the event of your death, incapacity, insolvency or bankruptcy. We may continue to act from time to time in reliance upon any instructions from Authorized Representative until we receive written notice of your death, incapacity, insolvency, or bankruptcy.

30.2. If you are a natural person, in the event of your death, any person(s) purporting to be your legal personal representative(s) must provide us with formal notice of your death in a form acceptable to us, including but not limited, to the provision of an original death certificate in physical form. We reserve the right to act on the basis of any information we believe to be credible in our sole discretion.

30.3. Upon the receipt of your death certificate or any information we believe to be credible in our sole discretion, we will treat your death as an Event of Default allowing us to exercise any of our rights including but not limited to closing any and all Open Positions within your Account. Any applicable charges as detailed on the Platform will still be charged until the Account is closed.

30.4. Following the deduction of applicable charges, we will transmit any funds in your Account in line with our payment terms and conditions to your legal representative or in accordance with Applicable Law. The Client Agreement will continue to bind your estate until terminated by your legal representative or by us.

30.5. A person shall not be proven to be your legal representative until we receive the appropriate legal documentation. Once we receive such documentation, we will accept and execute written instructions from your legal representative(s). We will only accept instructions that aim to wind-down and/or close your Account.

30.6. If the Client Agreement is not terminated within two (2) years after the date of the Client's death, we may take such action as we consider appropriate to close your Account. Your estate or your legal representative(s) will be liable for all costs associated with us taking this action, or considering taking action, except to the extent that costs arise because of our gross negligence, wilful default or fraud.

30.7. In the event of the death of one Joint Account Holder, the surviving account holder(s) will have the authority to manage the Account. However, if the Company has instructions requiring two or more Joint Account Holders to act together, the Company will only accept instructions from the Surviving Account Holder(s) upon receipt of a formal notice of death and any requested documentation.

30.8. Upon receipt of the grant of probate or grant of representation (or equivalent document), the Company will accept instructions from the deceased's personal representative(s).

30.9. Prior to receiving the grant of probate or grant of representation, the Company may, at its discretion, act on instructions from the deceased's personal representatives if the following conditions are met:

(a) The beneficiaries of the deceased's estate have confirmed in writing that acting on the instruction will not adversely affect their interests, the estate is solvent, and creditors have been or will be paid.

(b) The instruction relates to the payment of inheritance tax, where cash may be released from the account(s) or is necessary to preserve the value of the estate.

30.10. In these cases, the Company may, at its discretion, require an undertaking from the deceased's personal representative(s) to reimburse the Company for any losses incurred due to acting on the instruction.

30.11. The Company reserves the right to exercise its discretion in determining whether to act on instructions from personal representatives in the absence of a grant of probate or grant of representation.

30.12. If all Joint Account holders of a Client Account have deceased, the Company will immediately freeze the affected account(s). These Terms shall continue to bind the deceased's estate until the Account(s) are closed.

31. INACTIVE & DORMANT ACCOUNTS

31.1. We consider an Account to be dormant or inactive or defunct if:

(i) there have been no Open Positions on the Account for a period of twelve (12) months;

(ii) your data or personal information has not been updated for twelve (12) months; or

(iii) as otherwise required by Applicable Law.

31.2. The Company reserves the right to charge a monthly inactivity fee of US Dollars $15 on your account and in accordance with the designated currency of your account.

31.3. In accordance with Applicable Law, we shall notify you if your Account is dormant or inactive, and you will be required to take specific steps to activate or close your Account within a given duration.

31.4. You agree that you are liable to and will pay the applicable fee as notified to you from time to time and that we may deduct such a fee from any funds held by us on your behalf.

31.5. We retain the right to proceed with cancellation without any written notice of any pending orders of an account which is classified as inactive.

31.6. The Company may take the following steps regarding Inactive/Dormant Accounts:

(a) provide the Client with written notice of the Company's intention to terminate this Agreement,

(b) terminate the Inactive/ Dormant Account with zero balance/equity without further notification to the Client,

(c) transfer any funds remaining in the Inactive/Dormant Account to the designated Account.

31.7. If your Account has been Inactive or Dormant, we may deactivate it. To reactivate your Account, please contact us and follow the instructions we provide. We may ask you to proceed with KYC/CDD procedures that we specify and conduct at least one (1) trade and fund the account. If you do not want to activate your Account, you can contact us to have it closed, and the provisions of clause 42 (Termination and Suspension) will apply to your termination of this Agreement and Account closure.

32. DATA PROTECTION

32.1. Century Financial is committed to safeguarding your personal information in accordance with strict data security protocols and only utilize your personal data for designated purposes directly related to our services, risk management, and enforcing our contractual rights.

32.2. You acknowledge that by opening an account with us, you hereby provide us with personal information which is considered sensitive data within the meaning of the requirements and/or obligations and/or duties introduced by the relevant legislations including the Data Protection Act 2017, as amended and replaced from time to time (collectively referred to as the "Data Protection Laws"), in regards with any and all Personal Data or Information ("Personal Data" or "Data") processing activities carried out by the Company.

32.3. You consent to us collecting, holding, processing and disclosing all such information for legal purposes, for the purpose of performing the contract and administering the relationship between you and the Company in accordance with this Agreement and the Company's Privacy Policy as published on the Website and as updated from time to time. In case you do not consent to the use, store, process, disclosure of your personal data, the Company reserves the right to refuse opening an account and /or refuse the provision of services to you.

32.4. The Company may collect Client information directly from the Client in their completed Application Form or from his use of the Website otherwise. Therefore, you undertake to provide us with updates as to the Personal Data provided, such that the Personal Data remains current and accurate. In addition, the Company may collect Client information from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

32.5. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than required by the fulfilment of this Agreement, the improvement of Services (including research, statistical and marketing purposes) and by the Applicable Laws and Regulation. Information already in the public domain or already possessed by the Company without a duty of confidentiality, will not be regarded as confidential.

32.6. You consent to us, and/or the agents acting on behalf of the Company, to carry out any credit and identity checks, including but not limited to the money laundering checks, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including requesting a reference from your bank or any credit reference agency. Additionally, you agree to assist the Company, where necessary, in obtaining such a reference.

32.7. We may share your data with trusted third-party service providers and internal teams bound by confidentiality agreements to fulfil these purposes. In limited instances, data transfers may occur outside of Mauritius. When such transfers are necessary, we implement robust safeguards to ensure the continued protection of your information. For further details, please refer to our comprehensive Privacy Policy located on our website.

32.8. The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

(a) Where required by Law or a court order by a competent court.

(b) Where requested by the FSC or any other regulatory authority to have control or jurisdiction over the Company or the Client or their Associates or in whose territory the Company has Clients.

(c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity.

(d) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services.

(e) To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company.

(f) To Professional advisors of the Company, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well.

(g) To other Service Providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement.

(h) To other Service Providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in aggregate form.

(i) To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details will be provided.

(j) Where necessary in order for the Company to defend or exercise its legal rights to any Court or Tribunal or Arbitrator or Financial Ombudsman or Governmental Authority.

(k) To an Affiliate of the Company or any other company in the same group as the Company.

(l) To successors or assignees or transferees or buyers, with prior Written Notice to the Client.

32.9. You acknowledge that any of the persons listed in the previous clause may be within or outside Mauritius. Thus, you acknowledge and agree that this may result in your personal data being sent outside Mauritius. Furthermore, you agree that we will be permitted, if so required, to furnish relevant information concerning you or your account to any person who we believe to be seeking a reference or credit reference in good faith. In doing so, we shall ensure, at all times, that such persons that will access or know your Personal Data have in place data protection measures equivalent to those imposed upon us by Applicable Data Protection Law in order to protect your personal information.

32.10. You hereby represent that, where you are a non-physical person providing to us Personal Data of any individual or where you are an individual providing us with Personal Data of any individual other than yourself, you hereby undertake and represent that such person, whose Personal Data is collected, stored and processed in accordance with the provisions contained herewith, has been informed of and has given their consent to such collection, storage and processing of their Personal Data on the terms contained herein and that have been informed of their rights in relation to their Personal Data which is held and processed in accordance with the terms contained herein.

32.11. You have the right to request access to and modification of your personal information. Detailed instructions on exercising this right can be found within our Privacy Policy. We are obligated by Applicable Laws to retain your personal data, trading information, account opening documents, communications, and any other relevant information for a minimum of seven years after the termination of this Agreement.

32.12. Telephone conversations and electronic communications between you and the Company may be recorded in accordance with Applicable Laws and Regulations and recordings will be the sole property of the Company. You accept such recordings as conclusive evidence of the Orders/instructions/Requests or conversations so recorded. You have the right to request, and the Company shall upon such request provide you with such records kept.

32.13. For a detailed explanation of our data privacy practices, including information on data transfers, legal basis for processing, and your full range of data rights, please refer to our Privacy Policy available on our website.

33. COMMUNICATIONS (INCLUDING ELECTRONIC COMMUMICATIONS)

33.1. The Company may be contacted via email as specified on our Contact page at the Company's Website within Business Hours.

33.2. Unless otherwise agreed, you accept that we may communicate with you by post, telephone, facsimile, electronic mail or through other Electronic Methods in order to provide you with dealing services or for any other related purpose.

33.3. Any notice, instruction or request shall be given by you to us, unless is advised otherwise, by telephone, as long as the Company is able to identify you, or in writing either from your personal registered email or by fax to the information provided above. Any notice, instruction, request or other communication shall be effective once received by the Company via a valid method of communication.

33.4. You authorize us and provide your consent to be contacted either directly or indirectly via telephone or email at any time for any business or promotional reason(s). If under the obligations arisen under this Agreement or the Applicable Laws and Regulations, we are required to communicate with you in writing, we shall do it via e-mail to your personal registered email.

33.5. You are the sole person responsible for the privacy of any information contained within the communication received by us.

33.6. Unless otherwise provided in this Agreement, any notice, instruction, request or other communication to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Mauritius, or airmail if posted outside Mauritius, or commercial courier service and shall be deemed delivered only when actually received by the Company.

The Company

The Cyberati Lounge, C/o Credentia International Management Ltd, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201 Ebène, Republic of Mauritius

T: +230 467 2000 | F: +230 467 7456

33.7. Any communications sent to the Client (documents, notices, confirmations, statements etc.) are deemed received:

(a) If sent by email, within one hour after emailing it;

(b) If sent by Platform internal mail, immediately after sending it;

(c) If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the business hours at its destination;

(d) If sent by telephone, once the telephone conversation has ended;

(e) If sent by post, seven calendar days after posting it;

(f) If sent via commercial courier service, at the date of signing of the document on receipt of such notice;

g) If sent by air mail, eight (8) Business Days after the date of their dispatch;

h) If posted on the Website, within one hour it has been posted, if delivered on the Platform, upon it being uploaded and available to you.

33.8. In order to communicate with the Client the Company will use the contact details provided by the Client whilst opening the Client Account or updated in accordance with this Agreement.

33.9. The Client has an obligation to notify the Company immediately of any change in the Client's contact details.

33.10. Any communication sent to the Client at the Client's or Authorized Representative's address or telephone number, as given to the Company from time to time, shall constitute personal delivery to the Client and the Client hereby waives all claims resulting from failure to receive such communication.

33.11. For the service of any proceedings or other documents in any legal action, any statutory provisions in the relevant jurisdiction shall prevail.

33.12. The Company bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent to the Client by the Company.

33.13. You further consent that any communication received by us, from time to time, in relation to the Agreement, or any other communication in relation to marketing, does not breach any of the Client's rights under the Agreement or applicable legislation.

34. EXPERT ADVISORS

34.1. You may choose to trade on Platform using an Expert Adviser, which is a robotic algorithmic trading system that trades the market on behalf of clients. Trading with an Expert Advisor is inherently risky because of the robotic nature of the trading system and we do not encourage or endorse it as practice.

34.2. Should you choose to trade using an Expert Advisor, to the fullest extent permitted under the Mauritius Law, we exclude all liability for any direct or indirect loss or damages incurred by you by reason of: (i) your use of an Expert Advisor or (ii) any fault, omission, negligence or failure on the part of the Expert Advisor.

35. SYSTEM MAINTENANCE

35.1. From time to time, we will need to carry out certain system maintenance on the online trading platform. We shall endeavour to do this out of trading hours when the market is closed but we reserve the right to conduct such system maintenance, in our absolute discretion, at any time.

35.2. In the event that we need to conduct such system maintenance when the market is open, we shall notify you, but we shall not be liable for any direct or indirect loss or damages incurred by you by reason of the system maintenance and/or any suspension of the online trading platform.

36. CALL RECORDINGS, RECORD-KEEPING AND MONITORING OF COMMUNICATION

36.1. We record all incoming and outgoing telephone calls and maintain a record of all e-mails sent by or to us or chats between you and us. Our Online Trading Facility and our Partners' online trading service generally contain a record of all Transactions and trades conducted over the Trading Platform.

36.2. Orders and instructions placed by the phone shall be recorded on durable mediums that allow them to be read throughout the retention period specified in the Applicable Laws. Call recordings will be the sole property of the Company.

36.3. You accept that the Company has the right to use the Telephone Records as deemed necessary, including but not limited to instances when a dispute arises between the Client and the Firm, for investigation or any other legal or regulatory purposes including using such information to defend or initiate any legal dispute.

36.4. The Company may provide copies of such recordings of telephone calls to a Regulatory Authority and/or other Authority of a Competent Authority, without informing you. The Company shall have no obligation to provide any such copy to the Client, unless the Client requests them under the relevant provisions of the Company's Privacy Policy.

36.5. You are obliged to keep any information with regard to your relationship with the Company confidential at all times.

36.6. Under Applicable Laws, the Company will keep records containing Client's personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least seven (7) years after termination of this Agreement.

37. EXCLUSION AND LIMITATIONS OF LIABILITY

37.1. The exclusions and limitations of liability as set out in this clause shall apply between you and us to the fullest extent permitted by Applicable Law. We, any member of the Group, our directors, officers, employees, or agents shall not be liable to you or any third party for any Losses, damages, costs, or expenses (including direct, indirect, special, incidental, punitive, or consequential loss, loss of profits, loss of goodwill or reputation, lost data, loss of use of the Platform, business interruption, business opportunity, costs of substitute, services, or downtime) under the Client Agreement, unless such loss arises directly as a result of gross negligence, wilful default or fraud as proved in a court of competent jurisdiction.

37.2. We shall not be liable for any damage, injury, or loss resulting from the use of our Website or Platform or any inability to use them, to the extent permitted by Applicable law. This limitation encompasses damage to computer devices or network systems caused by viruses, worms, software bombs, malware, phishing, or any other harmful computer or digital coding, as well as losses related to distributed denial-of-service attacks or technologically harmful materials that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our Platform or Website or your downloading of any material posted on them, or on any website (including our Website) linked to them.

37.3. We shall not be liable for any delay or any other interruption to the Services which may occur due to any reason, including but not limited to network reasons or snags in the Platform, breakdown of the Platform or any other equipment or system, server breakdown, server maintenance, planned or unplanned maintenance shutdown, custodian rollover process, breakdown of communication services. In no event shall we be liable for any damages, including direct or indirect, special, incidental, or consequential damages, losses, or expenses arising in connection with the Services provided by us.

37.4. Neither we nor our Financial Intermediary shall be liable for any partial or non-performance of our or our Partners' obligations hereunder by reason of any cause beyond our/their reasonable control, including without limitation any breakdown, malfunction or failure of transmission, communication or computer facilities, industrial action, acts and regulations of any governmental or supra national bodies or authorities or the failure of any relevant third party, intermediate broker, agent or principal of ourselves, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

37.5. Without prejudice to any other clause of this Agreement, neither we nor our Financial Intermediary will have any liability to you in relation to any loss that you suffer as a result of any delay or defect in or failure of the whole or any part of our Platform or our Partners' electronic trading service software or any systems or network links or any other means of communication. Neither we nor our Financial Intermediary will have any liability towards you, whether in contract or in tort (including negligence) in the event that any computer viruses, worms, software bombs or similar items are introduced into your computer hardware or software via our Platform or our Partners' electronic trading services, provided that we have taken reasonable steps to prevent any such introduction.

37.6. To the extent that it is permitted by the Applicable law, we do not take responsibility for any Loss resulting from or relating to:

(a) The performance or profitability of your Account or part thereof;

(b) Distortions, delays or interruption of service or transmissions, whether relating to your Account or the Platform;

(c) Communication failures (including telecommunication network failures)which may or may not be attributable to the failure of our technology;

(d) For any losses or other costs or expenses of any kind arising out of or in connection with the placement of Orders or execution of transactions or us not accepting your Orders or delay in accepting your Orders;

(e) Any action or inaction of any person who uses your login credentials to access your Account, whether or not they're an Authorized Representative;

(f) Any delay or change in market conditions;

(g) Loss or damage resulting from the transfer of data over mobile or other communications networks and facilities outside of our control;

(h) Our compliance with, or exercising of any of our rights in accordance with, Applicable Law or the Client Agreement;

(i) Your negligence, fraud or breach of the Client Agreement or Applicable Law;

(j) Circumstances outside our control or Force Majeure Event;

(k) Any error arising from unclear or ambiguous instructions from you or an Authorized Representative when placing an Order; or

(l) Acts, omissions, errors, technical glitches, interruption of services or negligence of any third party ;

(m) Any late payment or errors in calculating and/or facilitating payment of any fees due to a third party, including but not limited to an Authorized Representative, Referral Partner etc;

(n) Negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or your directors, officers or employees in connection with your trading activities under these Terms (including any transaction or where we have declined to enter into a proposed transaction).

(o) Adverse tax implication of any transactions whatsoever;

(p) Any misuse of our Services by you where the misuse is a result of failure to implement reasonable security measures and/or otherwise comply with the Client Agreement;

(q) Losses, costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any information given to you including, without limitation, information relating to any transactions.

(r) Foreign exchange risk and Slippages;

(s) Your reliance on Stop Loss orders; and

(t) Information relating to trading hours.

(u) Information and Recommendations: The Company provides information, recommendations, news, and research to the Client (including newsletters) solely for informational purposes. This does not constitute financial advice. The Company shall not be liable for any loss or damage arising from errors or inaccuracies in such information, unless such errors or inaccuracies result from the Company's intentional misconduct or gross negligence.

(v) Platform Errors or Failures: The Company is not liable for any loss or damage arising from inherent limitations or technical malfunctions associated with Online Trading Facility. This includes, but is not limited to:

- Errors or failures in the Company's Platform.
- Inaccurate system or price data, including delayed prices due to system errors, third-party data feeds, or other external factors.
- Delays attributable to the Client Portal.

(w) Client Security: The Company maintains reasonable security measures to protect Client information; however, the Company is not liable for unauthorized third-party access to information, including electronic addresses, communication, personal data, and Access Data, that occurs beyond the Company's reasonable control.

(x) Automated Trading Systems and Order Types: You acknowledge the inherent risks associated with automated trading systems and certain order types (e.g., Trailing Stop, Stop Loss, Stop Limit). We assume no responsibility for the Client's reliance on such systems or order types.

(y) Force Majeure Events: The Company shall not be liable for any failure to perform its obligations under this Agreement due to a Force Majeure Event.

(z) For the avoidance of doubt, we will not be responsible for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with these Terms any loss of profit or opportunity irrespective of its cause.

38. INDEMNITY

38.1. You acknowledge and agree to defend, indemnify, and hold us harmless, our Affiliates, subsidiaries, employees, agents, successors, and assigns (together referred to as "Indemnified Persons") from and against any and all liabilities, losses, damages, costs and expenses, (including attorney's fees and expenses and any fines or penalties imposed), incurred by the Indemnified Persons in connection with:

(a) Any Services or Products that we provide to you in connection with the Client Agreement;

(b) Any of your Accounts or any transaction including any act or omission by any person having access to your Account, by using your designated Account number and/or password, whether or not you authorised such access;

(c) Any misrepresentation by you or any violation by you or failure by you to perform any of your obligations under the Client Agreement (including any transaction);

(d) Your use of programmable trading systems, whether built by you or by any third party and executed on or using the Platform;

(e) Any inquiry or information request or action by a third party related to your Account, including to your assets, liabilities, transactions, instructions, actions or inactions;

(f) Your violation or infringement of any Intellectual Property Rights held by Indemnified Persons;

(g) Any Losses incurred by your customers where you have used the Platform for a commercial purpose and/or entered Orders or transactions for the account of your customers; or

(h) As the result of the enforcement of our rights under these Terms or any Applicable Law.

38.2. Provided that this clause shall not apply where a court, having proper jurisdiction to decide on the matter, has determined (in a final and non-appealable judgment) that the Losses in question have resulted primarily from the gross negligence, willful misconduct or fraud of an Indemnified Person.

38.3. You consent to paying any sums due to any Indemnified Persons under this indemnification upon our demand. All payments referred herein must be made without any deductions or withholdings, unless such action is mandated by law.

38.4. You acknowledge the inherent risks associated with automated trading systems and certain order types (e.g., Trailing Stop, Stop Loss, Stop Limit). We assume no responsibility for the Client's reliance on such systems or order types.

38.5. You acknowledge and assume all risks associated with using the Company's services and the financial markets, and you are solely responsible for the consequences of your trading decisions.

39. MARKET DISRUPTION

39.1. Market disruption is caused by exceptional, unusual, or emergency market conditions which may prevent us from performing any or all of our obligations. In the event of Market Disruption which is outside our control, we can close any Open Positions or Transactions; cancel or execute any Orders; adjust the Price or size of any Open Positions; adjust the agreed execution price or size of any Orders; suspend trading and/or alter trading times; refuse all Orders; vary Margin Requirements; minimum and maximum trade size and Prices; immediately require payment of all sums due to us as Margin; void any trades; do or omit to do anything if we think in our reasonable opinion it is required to protect ourselves and our Clients as a whole.

39.2. We are within our rights to do anything specified in clause 39.1 with or without giving you prior notice. If we exercise our right without giving you a prior notice, we will notify you, as soon as reasonably practicable, that we have done so.

39.3. In case of an event outside of our control, you may not be able to access the software, Website, Platform and you may not be able to contact us by telephone.

40. FORCE MAJEURE

40.1. We and our Financial Intermediary may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure"), in which case we will, in due course, inform FSC and/or other regulatory authorities as required, and take reasonable steps to inform you. A Force Majeure event will include, but is not limited to, the following:

(a) Any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the instruments in respect of which we ordinarily deal in Transactions.

(b) The suspension or closure of any market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.

(c) The occurrence of an excessive movement in the level of any Transaction and/or the Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement.

(d) Any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure.

(e) Failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

40.2. If we and/or our Financial Intermediary determine that a Force Majeure Event exists, we and/or our Financial Intermediary may, at our and/or our Partners' absolute discretion, without notice and at any time, take one or more of the following steps:

(a) Increase your Margin Requirements.

(b) Close all or any of your open Transactions at such closing level as we reasonably believe to be appropriate.

(c) Suspend or modify the application of all or any of the clauses of this Agreement to the extent that the Force Majeure event makes it impossible or impracticable for us to comply with the Term or Terms in question; or,

(d) Alter the last dealing time for a particular Transaction.

41. AMENDMENTS TO THE AGREEMENT

41.1. We may amend these Terms at our sole discretion any time by written notice to you, which may include sending an e-mail to you or publishing the amendments on the Website and we may require your express consent in order to continue provision of our Services. Where your consent is required, any such amendment will come into effect on the date you provide consent or otherwise express agreement to the amendment of our Terms. Where your express consent is not required, you will be deemed to have accepted the terms of such amendment or change on the earlier of: (a) the date specified by us in our amendment notice or, where no such date has been specified, ten (10) calendar days after we have e-mailed you or placed the amendment on the Website; or (b) the date you place an Order (other than a liquidating order) via the Platform.

41.2. We may also amend these Terms to comply with Applicable Law and for other regulatory requirements from time to time. If these Terms are amended for this reason, we will aim to provide written notice to you of such amendment within thirty (30) calendar days, which may include sending an e-mail to you or publishing the amendments on the Website. Any such amendment will come into effect on the date specified by us which may be less than thirty (30) calendar days' notice if required by any competent authority

41.3. We retain the right to adjust costs, Margin Requirements, product specifications, or the availability of financial instruments on our Platform. These modifications may be implemented without prior notice to address specific market conditions or other relevant factors. It is your responsibility to review these updates before placing any orders.

41.4. We may amend this Agreement, and any arrangements made hereunder at any time by giving you reasonable advance notice via post, email or on our online Platform. In the event of occurrence of any periods of actual or potential increased market volatility in the prices of underlying financial instruments (or other instruments) or other market volatility caused by political, corporate or economic events, which may, in our reasonable opinion, significantly affect the prices of the underlying financial instruments (or other instruments), we reserve the right to implement amendment of the Terms of this Agreement with immediate effect.

41.5. Amendments will become effective on the date specified in the notice. You acknowledge that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately.

41.6. If you do not agree to any amendments to these Terms, you must:

(a) notify us in writing in accordance with these Terms within ten (10) calendar days of the date of the amendment notice; and

(b) withdraw all funds remaining to the credit of your Account and close your Account.

41.7. If you do not complete the above you will be deemed to have accepted the amended Terms and will be bound by them ten (10) calendar days after we have e-mailed you or published notice of such amendment to the Website. You understand and agree that your consent is not necessary for any changes to be effective.

41.8. You acknowledge and agree that if we may ask you for your express consent in certain circumstances then this does not mean that your express consent will be required or requested for any other amendments, we may notify you in the future.

41.9. We retain the right to adjust costs, margin requirements, product specifications, or the availability of financial instruments on our Platform. These modifications may be implemented without prior notice to address specific market conditions or other relevant factors. You understand that it is your sole responsibility to review these changes and updates before placing any orders. The applicable version shall be the latest version uploaded on our Website and in the event of dispute the latest version shall prevail.

41.10. Any amendments to the Application Form, Risk Disclosure Statement, Order Execution Policy, Conflict of Interest Policy and/or Privacy Policy shall take effect in accordance with their Terms unless specifically set out elsewhere in these Terms.

41.11. Any amendment to this Agreement will supersede any previous agreement between us on the same subject matter and will govern any Transaction entered into after, or outstanding on, the date the new edition comes into effect. We will only make changes for good reason, including but not limited to, making this Agreement clearer, reflecting legitimate increases or reductions in the cost of providing our service to you, providing for the introduction of new systems, services, changes in technology and products, rectifying any mistakes that may be discovered in due course, implementing a change of Applicable Laws and Regulations.

42. TERMINATION AND SUSPENSION

42.1. Without prejudice to any other provisions of this Agreement, in particular, but not limited to, those pertaining to Events of Default, the Client relationship under this Agreement shall remain in force until Suspended by the Company or Terminated by either Party.

42.2. You may terminate this Agreement with immediate effect by giving written notice to us in a form acceptable to us.

42.3. We may suspend or terminate this Agreement and/or your Account immediately by giving written notice to you (and without any notice where it is reasonable to do so) for any reason.

42.4. We also reserve the right to suspend a specific Transaction that you have opened with us. If we suspend a Transaction, it means that you will generally not be permitted to increase your exposure to us under the suspended Transaction, but you will be permitted to close, part close or reduce your exposure to us under the suspended Transaction.

42.5. We keep the right to terminate the provision of a CFD Underlying Asset if it was decided in the Company's internal policy or whenever we believe that a material adverse change has occurred or is expected to occur, with the respect to amongst others the issuer of such instrument, which may cause suspension or disruption in trading in such Instrument or cause material increase in volatility thereof or the operations or financial performance of the issuer of such instrument and/or any of its associated parties, or due to considerations related to the market's uncertainty or factors otherwise materially affecting the market.

42.6. In case we terminate the provision of CFD trading in a financial product under this agreement, shall notify you and request you to close all of your open Transactions in such instrument by a specific date. You acknowledge and provide us with your authorization following fair treatment to close your existing positions upon the specific date at the current market prices established by the Company.

42.7. Our rights and remedies under this Agreement will be cumulative, and our exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. Our failure to enforce or exercise any right under this Agreement will not amount to a waiver or bar to enforcement of that right.

42.8. The Company's failure or delay exercising any right, condition or provision under this Agreement or by Law, shall not constitute an implied waiver thereof nor shall it prevent or restrict the Company to further exercise of that or any other right.

42.9. Upon termination of the Client Agreement, all amounts payable by you to us will become immediately due and payable including but not limited to:

(a) all outstanding fees, charges and Commissions and any other amounts payable to us;

(b) any losses and expenses realized in closing out any transactions or settling or concluding outstanding obligations incurred by us on your behalf;

(c) any charges and additional expenses incurred or to be incurred by us as a result of the termination of the Client Agreement;

(d) any damages which arose during the arrangement or settlement of pending obligations.

42.10. You agree that at any time after the termination of this Agreement, we may, by giving written notice to you (and without any notice where it is reasonable to do so), close out any or all of your Open Positions in the manner set out in the Client Agreement. Where we suspend your Account, we may prevent you from opening any new positions, but we will not close your Open Positions unless otherwise allowed under the Client Agreement or pursuant to Applicable Law. Upon termination of this Agreement, we will have the right to cease the access of Market Data made available to you without any prior written notice.

42.11. If there is a balance in your favor at the time of termination, we will pay that balance to you as soon as reasonably practicable subject to any relevant fees and rights of set-off (after withholding any amounts that we, in our sole discretion, consider appropriate in respect of future liabilities) and provide you with a statement showing how that balance was arrived at, and, where appropriate, instruct any nominee or/and any custodian to also pay any applicable amounts.

42.12. The provisions of this clause will not prevent us from exercising any of our rights to terminate or suspend the Client Agreement as provided elsewhere in the Client Agreement.

42.13. Notwithstanding our general power to terminate these Terms/Client Agreement pursuant to this clause 42, we shall be entitled to terminate these Terms/Client Agreement without further notice to you where our reasonable attempts to communicate with you using your last known contact details have remained unsuccessful for fourteen (14) calendar days. Where we terminate these Terms/Client Agreement pursuant to this clause, we shall be entitled to sell or redeem your financial instruments to set-off the proceeds against any amounts owed to us or our subsidiaries or Affiliates or any third-party and we may return remaining funds to the Client in an appropriate manner acceptable to us and in accordance with the Applicable Law.

42.14. Termination shall not affect our outstanding rights and obligations in particular, without limitation, relating to the Indemnities and Limitation of Liability clauses and Transactions and/or Contracts which shall continue to be governed by this Agreement and the particular clauses agreed upon by and between you and us in relation to such Transactions and/or Contracts, until all obligations have been fully performed.

42.15. In the event that you involve us, directly or indirectly, in any type of fraud, we reserve the right, at our sole discretion and without prejudice to any other rights we may have under this Agreement, to reverse all previous Transactions and/or Contracts, which would or could place our interests and/or any of our (other) Clients' interests at risk.

42.16. The provisions of this Agreement and any other clauses that may be required to give effect to the meaning of this Agreement shall survive termination of the Agreement.

43. EVENT OF DEFAULT

43.1. If you believe or have reason to believe that you have breached any term of the Client Agreement, then you must inform us immediately in writing. We may refrain from providing any of the Services if you are in breach of any of your obligations as set out in the Client Agreement or any other agreement you may have entered into with any member of the Group.

43.2. Each of the following constitutes an "Event of Default":

(a) The Client fails to fulfil any obligation under the Terms of this Agreement (including but not limited to meet the Margin Requirements, offset a commodity options contract position in due time, close-out any positions in a future contract not settled in cash by the lose-out deadline).

(b) The Client fails to make any payment due to us or to any Financial Intermediary the Company partners with, in accordance with the conditions set out in this Agreement.

(c) The Client becomes unable to pay their debts as and when they fall due.

(d) The Client or any Authorized Representative are the subject of or have been found guilty or at fault in any criminal proceedings or relevant investigation carried out by the appropriate authorities in any jurisdiction of any offence involving dishonesty, financial crime, terrorist financing or a similar offence.

(e) Where any Transaction or combination of Transactions or any realized or unrealized losses on any Transactions or combination of Transactions opened by you results in you are exceeding any credit or other limit placed on your dealings.

(f) If the Client is an individual, their death or become of unsound mind or your capacity, as far as it is relevant to the Client Agreement, is otherwise impaired .

(g) Initiation by or against the Client of proceedings for bankruptcy (if Client is an individual) or for winding up or for the appointment of an administrator or receiver in respect of you or any of your assets (if Client is a legal entity) or (in both cases) in the event of arrangement or composition with Client's creditors or any other similar or analogous procedure is commenced in respect of the Client' property or involving any organization of which the Client is a member.

(h) Where any representation or warranty made or given by the Client in this Agreement was untrue or misleading at the time it was made or given or later becomes untrue.

(i) The Client fails to provide, upon request, any information or documentation needed for verifying the Client's identity or other persons' identity for the purpose of the prevention of money laundering and terrorist financing.

(j) The Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.

(k) The Client engages or there is a suspicion that Client may have engaged in market abusive behaviors and prohibited techniques in accordance with the provisions under clause 26 of this Agreement.

(l) The Company reasonably suspects that the Client opened the Client Account fraudulently.

(m) If any disputes arise concerning any Client's trade; or,

(n) If we have a good faith belief that you have unfairly manipulated our Prices, execution procedures, or the Platform by using any electronic device, software, algorithm, trading strategy, or arbitrage practice (including but not limited to latency abuse, Price manipulation, or time manipulation) to create, provide, or convey our Bid or Ask prices;

(o) An admission is made by you that you are unable to or intend not to perform any of your obligations under the Client Agreement.

43.3. Any other circumstance where we reasonably believe that it is necessary or desirable to take any action to protect you or us, or any of our other Clients, including any breach or potential breach by you of Applicable Law or the Client Agreement or where you do not respond as reasonably required to any notice, communication or request for further information from us in relation to your Account(s).

43.4. If an Event of Default occurs in relation to your Account(s) with us or in relation to any Account(s) held by you with a Financial Intermediary of ours, we and/or our Financial Intermediary may, at our or our Financial Intermediary's absolute discretion, at any time and without prior notice:

(a) Close or part-close all or any of your Transactions at a closing level based on the then prevailing quotations or Prices in the relevant markets or, if none, at such levels as we consider fair and reasonable and/or delete or place any Order on your account with the aim of reducing your exposure and the level of Margin or other funds owed by you to us.

(b) Convert any Currency balances on your account into another Currency.

(c) Exercise rights of set-off, retain any funds, investments (including any interest or other payment payable thereon) or other assets due to you, and sell them without notice to you at such Price and in such manner as we, acting reasonably, decide, applying the proceeds of sale and discharging the costs of sale and the sums secured under this clause.

(d) Charge interest on any money due from close of business on the date when monies first fall due until the date of actual payment at a reasonable rate not exceeding four per cent (4%) above the applicable central bank's base rate from time to time.

(e) Close all or any of your accounts held with us of whatever nature and refuse to enter into further Transactions with you.

(f) Restrict your trading activity or suspend your access to your Account, until the Company can reasonably determine that an Event of Default occurred.

(g) Vary your Margin requirements;

(h) Undo/reverse any transactions and the impact of such transactions on your Account (as if they had never been executed in the first place.

(i) Terminate the Client Agreement immediately, with or without prior notice, with termination taking place on a particular date that we choose.

(j) Refuse or delay to give effect to your request for a withdrawal of money from your Account.

(k) Modify, change, alter, substitute or switch the terms of any Service we offer you, your Account type, Price stream, Spreads or settings within your Account.

(l) Impose special terms in relation to any Order or transaction which, by virtue of its size, is deemed by us to be abnormal by reference to the relevant Product, its volatility or its liquidity.

(m) In the case of fraud, forgery or use of stolen cards, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country, or of the credit card company or of another financial institution.

(n) Cancel or revoke any Benefits awarded; and,

(o) Take legal action for any losses suffered by the Company.

43.5. You acknowledge and agree that, in closing Transactions under this clause , it may be necessary for us to 'work' on the order. This may have the result that your Transaction is closed out in tranches at different Bid prices (in the case of sells) or offer prices (in the case of buys), resulting in an aggregate closing level for your Transaction that results in further losses being incurred on your account. You acknowledge and agree that we shall not have any liability to you as a result of any such working of your Transactions.

43.6. You will be responsible for any losses and/or expenses that we suffer which are the result, or which a reasonable person would consider to be the probable result, of you or an Authorized Representative being negligent, acting fraudulently or breaching the Client Agreement or Applicable Law.

44. QUERIES, COMPLAINTS AND DISPUTES

44.1. We handle and deal with complaints received in accordance with our Complaint Handling Policy. You can file a complaint by mail, telephone, email or through in-person visit. After we receive your complaint, we will send you a written acknowledgement within seven (7) Business days.
A client wishing to report a complaint should send an email with a description of the incident, the date it occurred, and any supporting documentation to complaints.mu@centuryfinancial.com.

44.2. Making a complaint or object to us about a Transaction or alleged Transaction does not absolve you of your responsibility to manage your risks and mitigate your losses. If we are in dispute with you in relation to a Transaction or alleged Transaction, or any communication relating to a Transaction, we may, at our sole discretion and without notice to you, close any such Transaction or alleged Transaction where we reasonably believe such action is desirable for the purpose of limiting the maximum amount involved in the dispute, and we will not be under any obligation to you in connection with any subsequent movement in the level of the Transaction concerned. We shall take reasonable steps to notify you as soon as practical after we have taken such action. If we close one or more of your Transactions as per the Client Agreement it will not affect our right to argue in any dispute that such Transaction had previously been closed by us or had never been opened by you

44.3. Upon receipt of a valid complaint, a written acknowledgment e-mail will be sent to the client within seven (7) business days. This Acknowledgement e-mail will further notify the Client of the unique reference number (URN) which must be used in all future contact with the Company regarding the specific complaint.

44.4. The Company will investigate the Client's complaint with the aim of reaching a final resolution of any issue in a timely manner, with a maximum of thirty (30) calendar days from the initial complaint receipt.

44.5. The Client has the choice to proceed with further handling of complaint by conducting the Office of Ombudsperson for Financial Services at https://ofsmauritius.govmu.org/ofsmauritius or an alternative dispute resolution mechanism as described in the Complaints Handling Policy available on the Website.

44.6. The Client's right to take legal action remains unaffected by the existence or use of any complaint procedures referred to above.

45. REMOVAL OF PRODUCTS

45.1. We reserve the right to withdraw any products from our Platform at any time and at our sole discretion, as well as your ability to execute Orders. We shall make a reasonable effort to give you at least ten (10) Business Days' notice before removing any relevant Products in which you have a transaction so that you can close any Open Positions. We reserve the right, however, to give a shorter or no notice at all.

45.2. You are responsible for cancelling any Pending Orders and closing any Open Positions in relation to a Product that is being removed at the time and according to the procedures detailed in the notice. If you do not do this in the time specified, we will do so.

45.3. We reserve the right to set any withdrawn Product to Close Only.

46. SEVERABILITY

46.1. If any provision of this Agreement is deemed unenforceable, illegal, or in violation of any applicable law, rule, or regulation by a court of competent jurisdiction, that provision shall be deemed severable from the remaining provisions of this Agreement. The unenforceability or illegality of such provision shall not affect the validity, enforceability, or legality of the remaining provisions of this Agreement under the laws or regulations of any other jurisdiction.

47. NON-WAIVER

47.1. The Company's failure to exercise any right or remedy under this Agreement, whether expressly or impliedly, does not constitute a waiver of that right. Any waivers must be made in writing and expressly acknowledged by the Company.

47.2. Furthermore, the Company's delay or failure to enforce any provision of this Agreement does not preclude the Company from subsequently enforcing that provision.

48. REPRESENTATIONS AND WARRANTIES AND UNDERTAKINGS

48.1. When we provide Services to you pursuant to this Agreement, we may rely on the following representations, warranties and undertakings as having been confirmed by you as true and accurate (and you must immediately notify us in writing if any of them cease to be true and correct).

48.2. You are at least 18 years old and of sound mind if you are a natural person.

48.3. You have all necessary authority, powers, consents, licenses, approvals and authorizations, and have taken all necessary action to enable you, lawfully, to enter into and perform these Terms, Orders and transactions (if applicable), to grant the rights and powers referred to in these Terms and the Client Agreement, to instruct us to execute or arrange any such Orders or Transactions (if applicable) and to perform all your obligations under the Agreement.

48.4. You have entered into the Agreement for valid commercial purposes.

48.5. If you are a legal entity, you are duly organized and existing and in good standing under the laws of your jurisdiction.

48.6. Unless we have agreed to the contrary in writing, you act on your own behalf and not as the agent, attorney, trustee, or representative of any third party.

48.7. Any information you have provided or will submit is complete, accurate, and will not in any sense be regarded as misleading (including any information we may reasonably require in writing about you and how you use the Services.

48.8. You are currently and will continue to comply with all Applicable Laws, including without limitation anti-money laundering laws.

48.9. You have knowledge and experience in financial and business matters sufficient to evaluate the merits and risks of financial Products and Services.

48.10. You have a sufficient level of risk tolerance, financial resources and ability to bear the economic risk of any transaction (including the possibility of loss of entire investments made by you).

48.11. You have declared in the Application Form if you are a Politically Exposed Person and will notify us if at any stage during the course of this Agreement you become a Politically Exposed Person.

48.12. No event of default ("Event of Default") or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an event of default (a "Potential Event of Default") has occurred and is continuing with respect to you.

48.13. You have to promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself.

48.14. Your usage of our Platform and/or Services does not constitute an Abusive Trading Strategy or Market Abuse.

48.15. You have knowledge and experience of the risks associated with engaging into the transactions in which you engage and are able to evaluate the benefits and potential risks of such transactions.

48.16. You are willing and able to sustain a total loss of all funds deposited with us for trading purposes in connection with the Services, as well as any extra funds resulting from transactions.

48.17. You have made your own independent decisions to enter into the Client Agreement and each transaction and where necessary you have obtained appropriate professional advice in order to arrive at those decisions.

48.18. You continue to be solely responsible for all trading and investment decisions. It is understood that information and explanations related to the terms and conditions of the Client Agreement or a transaction will not be considered to be investment advice or a recommendation, and you are not relying on any communication (written or oral) from us, our employees, or representatives as investment advice or as a recommendation to enter into the Client Agreement or any transaction.

48.19. You have read the Risk Disclosure Statement and have comprehended the risk disclosures it contains. You recognize that these warnings may not cover every risk associated with our Products or Services.

48.20. This Agreement as well as each transaction and the obligations created under them are binding upon you and enforceable against you and currently do not and in the future will not violate the terms of any regulation, order, charge or agreement by which you are bound.

48.21. Your use of the Services will comply with Applicable Law, rules and regulations, policies, practices and requirements of securities and futures exchanges and associations, alternative trading facilities, clearing houses and regulatory or self-regulatory organizations, as well as the execution, delivery and performance of the Client Agreement and any other contracts by which you are bound pursuant to the Client Agreement.

48.22. You are not based in (temporarily or permanently), incorporated in, or a resident of the USA or any other country where using our platform or engaging in transactions may be illegal.

48.23. It is your sole responsibility to determine whether any transaction entered into in accordance with these Terms is permitted by the laws of the country in which you now reside.

48.24. Neither your Orders nor your transactions are made in connection with nor for the purpose of any placement, issue, distribution, offer, takeover, merger, or other similar corporate finance type activity.

48.25. You do not have any relationship with the issuer of any Underlying Asset of a Product for which you have placed an Order, including as a director, employee, agent, contractor, or professional adviser of such issuer.

48.26. All funds you may transmit to us in line with this Agreement are entirely owned by you, or, in the case of funds received from an accepted joint bank account, jointly owned (legally and beneficially).

48.27. Unless otherwise permitted by the Client Agreement, any funds, investments, or other assets contributed by you for any purpose are free from any charge, lien, pledge, or encumbrance.

48.28. You have continuous access to the internet and any email addresses you supplied in your Application Form.

48.29. Any information or Market Data made available to you by us or third-party providers may be inadequate, incomplete or incorrect, or untimely; and that you agree that we will not be liable for the same.

48.30. Any Market Data made available to you is property of the relevant exchange; liquidity provider or price feed provider and that you will not publish, transmit or otherwise reproduce such data or information, in whole or in part, and in any format to any third party except as required by Applicable Law and/or without our prior written consent.

48.31. You will not electronically send or request information from us in a way that could strain or overwhelm our Platform or our Online Trading Facility.

48.32. You will not and will not attempt to decompile any component of our Online Trading Facility including our Platform.

48.33. You shall not assign, transfer, or grant any third party any form of lien, security rights, beneficial interest, or similar rights or interests concerning the funds and investments, as long as they remain held within your Account.

48.34. Your funds used for trading are free and clear of any obligations, charges, pledges, or other encumbrances.

48.35. If you are an employee or contractor of a financial services firm or any other firm that has controls over the financial Transactions in which its employees and contractors deal, you will give us proper notice of this and of any restrictions that apply to your dealing.

48.36. You will not use our Prices for any purpose other than for your own trading purposes, and you agree not to redistribute our Prices to any other person whether such redistribution is for commercial or other purposes.

48.37. You will use the Services offered by us pursuant to this Agreement in good faith and, to this end, you will not use any electronic device, software, algorithm, or any trading strategy ('Device') that aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our Prices. You agree that using a Device whereby in your dealings with us you are not subject to any downside market risk will be evidence that you are taking unfair advantage of us.

48.38. You have considered your own financial circumstances, needs and objectives and concluded that engaging in trading activities is appropriate for you. You warrant that you understand the risks, terms and conditions of Transactions entered into with the Company, (regardless of information supplied by the Company) and are willing to take on those risks.

48.39. No part of any funds remitted by you have been the proceeds of any illegal activity or used for any terrorist financing or money laundering activities. You agree to provide such information related to your business and financial affairs as may be reasonably requested by the Company in order to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act or other Legislative Requirements.

48.40. You are the owner and sole beneficiary of the Account. If you are not the sole beneficiary of the Account, you must fill out and send to the Company the "Joint Account Form".

48.41. You are not located in any banned jurisdiction. We reserve the right to request any additional information which we deem necessary, in form and content satisfactory to us, in order to verify compliance with this paragraph.

48.42. Any breach by you of a warranty given under this Agreement renders any Transaction voidable from the outset at our discretion.

48.43. We do not assume a fiduciary duty towards you, meaning we are not obligated to act in your best interests.

48.44. In the absence of our fraud, willful default or negligence, we give no warranty regarding the performance of our Website, our Platform, Client Portal or any other software or related systems or their suitability for any equipment used by you for any particular purpose.

49. REGULATORY PROVISIONS

49.1. Notwithstanding any other contrary provision of this Agreement, in providing Services to the Client the Company shall be entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with the relevant market rules and/or practices and all other Applicable Laws.

49.2. The Company is authorized to disclose information relating to the Client, his Transactions and Client Account(s) to the FSC and other regulatory bodies as required by law.

49.3. The Company is subject to reporting obligations under the Common Reporting Standard ("CRS") and The Foreign Account Tax Compliance Act ("FATCA") that relate to due diligence rules that financial institutions need to follow to collect and report information about their customers. The information to be reported to the local participating tax authorities by the Company is: a) the identity of each reportable Account holder on their reportable Accounts, b) the balance on these Accounts each year, c) the income (interest, dividends, gross proceeds, and other income) on these Accounts.

49.4. The Parties hereby expressly consent to the transfer of information to the extent required in order to comply with the reporting obligation in accordance with FATCA and CRS. Such a transfer of information will entail the disclosure of Transaction data, including the portfolio data, the value determined for the Transaction, collateral posted and the identity of the Parties.

49.5. The Company shall not be liable to the Client for any failure by the Company or any third-party processor to report or clear transactions in accordance with FATCA and CRS.

49.6. The Client shall promptly notify the Company of its clearing requirement relevant to the Transactions. Where the clearing requirement notified to the Company changes, the Client shall promptly provide written notice to the Company of such change.

49.7. The Company shall not be liable to the Client as a result of any action taken by the Company or its agents in compliance with any of the Applicable Laws.

49.8. In any case of failure by the Company or its agents to comply with any Applicable Laws shall not relieve the Client of any obligation under this Agreement nor be construed to create rights under this Agreement in favor of the Client against the Company.

49.9. In the event that any term of this Agreement is inconsistent with a requirement set by a regulatory authority and/or the applicable law, where such new requirement was incorporated after the coming into force of this Agreement, the Company will update this Agreement to comply with the new regulatory requirements and/or Applicable Laws, with such changes being automatically applicable to the relationship between the Company and the Client.

49.10. Any reference to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment.

49.11. Under Applicable Laws, the Company will keep Client records for at least seven (7) years after termination of the Client Agreement.

50. APPLICABLE AND GOVERNING LAW

50.1. If a settlement is not reached by the means described in clause 44, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled by the Courts of Mauritius.

50.2. This Agreement and all transactional relations between the Parties are governed by the laws of Mauritius.

50.3. All transactions on behalf of the Client shall be subject to Applicable Laws and the laws which govern the establishment and operation of investment dealers, as they are amended or modified from time to time. The Company shall be entitled to take or omit any measures, which it considers desirable in view of compliance with the Applicable Laws in force at the time. Any such measures as may be taken and all Applicable Laws in force shall be binding on the Client.

51. SEVERABILITY

51.1. Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravenes any Applicable Laws, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

52. NON-EXERCISE OF RIGHTS

52.1. The Company's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its failure to exercise any or part of any right or remedy to which the Company is entitled under this Agreement, shall not constitute an implied waiver thereof.

53. ASSIGNMENT

53.1. The Company may at any time transfer, assign or novate any of its rights, benefits or obligations under this Agreement subject to providing notification to the Client.

53.2. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without the prior written consent of the Company.

54. CLIENT ACKNOWLEDGEMENTS OF RISK AND CONSENTS

54.1. The Client unreservedly acknowledges and accepts that:

(a) Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he is willing to undertake this risk. The damages may include loss of all his money and also any additional commissions and other expenses.

(b) CFDs carry a high degree of risk. The gearing or Leverage often obtainable in CFDs trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment, and this can work against him as well as for him. CFDs Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the margining requirements.

(c) Transactions in futures carry a high degree of risk. The initial margin is small relative to the value of the future contracts so that transactions are 'Leveraged' and 'geared'. By a small market movement the Client may sustain a total loss of Initial Margin funds and any additional funds deposited with the Company to maintain the Client's Open Position/Transaction(s) and if the market moves against the Client or Margin levels are increased, the Client may be called upon to pay substantial additional funds on short notice to maintain the Client's Open Position/transaction(s).

(d) Foreign exchange can be highly volatile and transactions therein carry a substantial risk of loss. The Client's risk exposure increases if the Client's transactions are denominated in a foreign currency or in a basic currency.

(e) Trading on Platform and/or mobile trading services carries risks.

(f) Access to Platform and/or Online Trading Facility or any portion thereof may be restricted or unavailable during periods of peak demands, extreme market volatility, systems upgrades or any other reason.

(g) The Company or its service provider(s) does not warrant that access to or use of the Platform will be uninterrupted or error free or that the Platform will meet any particular criteria of performance or quality.

(h) Neither the Company nor any of its directors, officers, employees, agents, contractors, Affiliates, third party vendors, facilities, information providers, licensors, exchanges, clearing organizations or other suppliers providing data, information, or Services make any warranty as to the results that may be obtained from the use of the Platform or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service or transaction provided through the Platform and/or online trading service.

(i) The Company or anyone else involved in creating, producing, delivering or managing the Platform shall, under no circumstance including negligence, be liable for any direct, indirect, special or consequential damages that result from the use of or inability to use the Platform and/or Online Trading Facility or out of any breach of any warranty, including, without limitation, those for business interruption or loss of profits.

(j) The Client acknowledges full responsibility and risk of loss that may result from use of, or materials obtained through, the Platform and/or Online Trading Facility and shall be liable for any loss or damage arising from or occasioned by any inaccuracy, error, delay, omission, non-performance, interruption in any such data, information or message due either to any negligent act or omission or to any condition of force majeure or any other cause, whether or not within the Company or any service provider's control.

(k) The Company is not liable for any losses, lost opportunities or increased costs, increased commissions etc. that may result from the Client's inability to use the Platform and/or Online Trading Facility to place Order/Request(s) for transactions, receive confirmation for transaction or access information, or from the execution of Order/Request(s) made by the Client.

(l) Liability of the Client under this Agreement shall not, in any circumstance, be limited or mitigated by any failure of the Company to provide training, training material or updates, or notice of change to the trading terms and conditions.

(m) The Platform is not directed at or intended to be used by any jurisdiction or country where such use and/or distribution would be contrary to local law and/or regulation. It is the Client's responsibility to ensure that using the Platform and/or Online Trading Facility would not be in breach with any local law or regulation to which the Client is a subject to.

54.2. The Client agrees and understands that:

(a) He will not be entitled to delivery of, or be required to deliver, the Underlying Asset, nor ownership thereof or any other interest therein;

(b) No interest shall be due on the money that the Company holds in his Client Account;

(c) When trading in CFDs the Client is trading on the outcome of the Price of an Underlying Asset (e.g. currency or metal or commodity) and that trading does not occur on a regulated market but Over The Counter (OTC).

54.3. The Client consents to the provision of any updated information by means of the Website.

54.4. The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, policies and information about the nature and risks of investments by posting such information on the Website.

54.5. The Client acknowledges that the Company does not provide advice of any kind and that all promotions, research, market letters, or other information (collectively, 'Market Information') provided to the Client by the Company does not constitute as advice of any kind and the Client assumes own risk of relying on market information for any decisions made, and hereby indemnifies and holds the Company harmless from all claims, demands, losses, damages, or expenses that may incur as a result of the Client's use of such information or any other information.

54.6. All Transactions effected for the Client's Account(s) and all fluctuations in the market Prices of the financial instruments carried in the Client's Account(s) are at the Client's sole risk and he shall be solely liable under all circumstances at any given time. By executing this Agreement, the Client warrants that the Client is willing and financially able to sustain any such losses.

54.7. The Company shall not be liable to the Client for the loss of any Margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of creditors of any bank, another clearing broker, exchange, clearing organization or similar entity.

54.8. In the event of a mistype of a quote or a misquote given by telephone and/or electronic means, the Company will not be held liable for any resulting errors that may be displayed in the Client's Account(s) and reserves the right to make necessary corrections or adjustments with respect to the Account(s) involved.

55. DEFINITIONS AND INTERPRETATIONS

"Abusive Trading Strategies" has the meaning assigned to it in clause 26.

"Access Codes" shall mean the Client's login and password provided to them by the Company in order to have access to the Platform, Website or Online "Trading" Facility.

"Access Data" shall mean the Client's Access Codes, Phone Password, any other password provided, Client Account number and any information required to make Orders with the Company.

"Account" refers to any account including any sub-account and any Joint Account you maintain with us for the purposes of trading under these Terms, in which your money or other collateral are maintained, and in which realized profits and/or losses are credited and/or debited.

"Account Statement" or **"Account Confirmation"** shall mean a periodic statement of trading activities, fees, charges, Commissions and other applicable charges credited or debited to your Account at a specific point in time.

"Adjustment Event" shall mean, in respect of a Product, where the Underlying Asset is an index, any change to the index including but not limited to the announcement of a successor index.

"Affiliate" means, in relation to a person, an entity controlled, directly or indirectly, by the person, an entity that controls, directly or indirectly, the person or an entity directly or indirectly under common control with the person. For the purpose of this definition "control" of an entity or person means ownership of more than 50% of the entity or person, or the ability to control the decisions made by the entity or person.

"Applicable Rate" shall mean:

(a) Federal Funds Rate, if the Currency of the Client Account is US dollars;

(b) Bank of England Official Bank Rate, if the Currency of the Client Account is Great Britain pounds;

(c) Key European Central Bank (repo) Interest Rate, if the Currency of the Client Account is euros;

(d) Swiss National Bank Key Interest Rate, if the Currency of the Client Account is Swiss francs; or

(e) Bank of Japan's Target Rate, if the Currency of the Client Account is Japanese Yen.

"Applicable Law" shall mean any laws, statutes, orders, rules, decisions, provisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines and industry codes having legal effect in any jurisdiction, provided that such laws, statutes, orders, rules, decisions, provisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines or industry codes are existing and in force from time to time and (where relevant in the context) are directly or indirectly applicable to us, you, the Client Agreement, our Website, and/or our Platform.

"Application Form" shall mean the application form/questionnaire completed by the Client (online and/ or in hard copy and/or via email and/or in any other way) in order to apply for the Company's Services (via which the Company will obtain amongst other things information for the Client's identification and due diligence.

"Ask" shall mean the higher price in a Quote at which price the Client may buy.

"Authorized Representative" shall mean any one or more persons appointed by you to act and/or give instructions on your behalf in respect of this Agreement pursuant to a Power of Attorney.

"Available Equity" shall mean the amount equal to your current Account value after accounting for any Margin Requirements.

"Base Currency" shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

"Bid" shall mean the lower price in a Quote at which the Client may sell.

"Business Day" shall mean any day, other than a Saturday, a Sunday, a public holiday or an international holiday to be announced on the Website or otherwise communicated by other Electronic Methods to the Client.

"Century Financial Group" or **"Group"** means Century Financial, any undertaking that is a direct or indirect shareholder or controller in Century Financial and any subsidiary undertaking of the same.

"Client" shall mean the natural person or the legal entity (as applicable) who/which has completed the Application Form and has been successfully onboarded by the Company as a customer under this Agreement.

"Client Portal" shall mean the client relationship management portal of the Platform made available to the Clients.

"Close Only" shall mean a setting on your Account which only permits buy or sell orders which reduce a current Open Position.

"Close Out Level" shall mean in relation to any Account, the applicable level at which we may close the whole or a portion of your Transactions as necessary.

"Commission" means an amount charged when opening and closing a transaction or Position, as specified in the product library and which we may amend from time to time.

"Completed Transaction" shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

"Contract for Difference" or **"CFD"** shall mean a contract, which is a contract for difference by reference to variations in the price of an Underlying Asset.

"Contract Specifications" shall mean the principal trading terms in CFDs (Spread, Swaps, Lot Size, Initial Margin, Hedged Margin etc.) for each type of CFD as determined by the Company from time to time.

"Corporate Action" shall mean any action or event, whether temporary or otherwise, in relation to an Underlying Asset of a Product, or in relation to the issuer of an Underlying Asset, which would have an effect on the value, legal characteristics or ability to trade the Underlying Asset or a financial derivative based on or referencing such Underlying Asset.

"Currency Account/ Currency of the Client Account" shall mean the currency that the Client chooses when opening the Client Account or converted into at the Client's choice after the opening the Client Account.

"Currency Conversion Rate" shall mean the relevant currency exchange rate at the relevant time, at which we will convert values in a Product Currency into the Account Currency

"Currency Pair" shall mean the object of a Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

"Data Protection Regulation" shall mean the Data Protection Act 2017, as amended from time to time.

"Electronic Methods" means and includes any electronic platform or medium acceptable to us that is used by you to access a Service, including without limitation the Platform, phone, email, Website or mobile application

"Error Quote" or **"Spike"** shall mean an erroneous Quote having the following characteristics:

(a) A significant Price Gap; and

(b) In a short period of time the price rebounds with a Price Gap; and

(c) Before it appears, there have been no rapid price movements; and

(d) Before and immediately after it appears, no important macroeconomic indicators and/or corporate reports are released.

"Event of Default" shall have the meaning given in clause 43.

"Expert Advisor" or **"EA"** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending Orders directly to the Company's Platform to automatically adjusting Stop Loss, Trailing Stops and Take Profit levels.

"Financial Intermediary" shall mean any execution venue, price feed provider (liquidity provider), electronic communication network (ECN) or similar financial counterparties.

"FSC" shall mean the Financial Services Commission of Mauritius, which is the Company's supervisory authority.

"FSC Rules" shall mean the Rules, Directives, Regulations, Guidance notes or other guidelines made or issued by the Mauritius Financial Services Commission in Mauritius.

"Floating Profit/Loss" shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

"Force Majeure Event" shall have the meaning as set out in clause 40.

"Free Margin" shall mean the amount of funds available on the Client Account, which may be used to open a position. Free Margin is calculated as Equity less (minus) necessary Margin.

"Initial Margin" shall mean the necessary Margin required by the Company so as to open a position. The details for each CFD are found in the Contract Specifications.

"Intellectual Property Rights" means any and all: (i) intellectual property rights, including copyright and related rights, patents, utility models, trademarks, service marks, trade names, domain names, moral rights, trade secrets, rights to inventions, logos, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in computer software (including to the source code and object code), inventions, semi-

conductor topography rights, database rights, rights in databases, rights in designs, design rights, know-how and confidential information whether in software or otherwise and whether registered or unregistered; (ii) applications for registration, and the right to apply for registration, renewal or extension of any of these rights, the rights to claim priority from any such rights; and (iii) any and all other intellectual property and proprietary rights and equivalent forms of protection or of similar effect existing, now or in the future, anywhere in the world

"Joint Account" shall mean an Account held in the name of two or more persons.

"Joint Account Holder" shall mean any one or all persons (as applicable) in whose name a Joint Account is held.

"Leverage" shall mean a ratio in respect of Transaction Size and Initial Margin. For example, 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transaction size.

"Long Position" shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

"Lot" shall mean a unit measuring the transaction amount specified for each Underlying Asset in any CFD.

"Lot Size" shall mean the Underlying Assets in one Lot as defined in the Contract Specifications.

"Manifest Error" shall have the same meaning assigned to it in clause 19.

"Manual Product" means a Product in respect of which we will only accept Orders or allow you to enter into transactions through our client management team.

"Margin" shall mean the amount of money you are required to deposit or hold in your Account in order to place an Order for a transaction or maintain an Open Position. Margin is determined in the Contract Specifications for each Underlying Asset in a CFD.

"Margin Call Warning" shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain Open Positions.

"Margin Rate" shall mean with respect to any Product, the percentage rate applicable to each tier of a transaction, as specified in the product library from time to time

"Margin Trading" shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.

"Margin Requirement" means the amount of Margin that you are required to deposit and/or hold with us as consideration for entering into a transaction and/or maintaining an Open Position

"Market Data" shall mean information and data about financial instruments, indices and/or other information and data, which is made available from time to time as part of a Product or Service offered by various third-party sources and providers, with varying update frequency.

"Matched Positions" shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

"Normal Market Size" shall mean:

(a) For Currency Pair: the maximum number of units of Base Currency that are executed by the Company in the 'Market Execution' mode. This information for each instrument is displayed in the Contract Specifications.

(b) For Precious Metal: the maximum number of troy oz., which can be executed by the Company in the market execution mode.

"Online Trading Facility" shall mean any software used by the Company which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading Platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place/modify/delete/ execute Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Online Trading Facility also consists of the server and the Client Portal.

"Open Position" shall mean a Long Position or a Short Position which is not a Completed Transaction.

"Order" shall mean an offer submitted by you or on your behalf through our Platform, including through our client management team, to enter into a Transaction or to close a Transaction. Unless specified or the context suggests otherwise, all references to Orders include Orders for Pending Orders.

"Order Level" shall mean the price indicated in the Order.

"Parties" shall mean the Company and the Client, and each individually referred to as being a "Party".

"Pending Order" shall mean an Order with a specific Price identified, which has not yet been executed.

"Phone Password" shall mean the password provided to the Client by the Company as verification code to access the Services by telephone.

"Platform" means any electronic trading platform provided by the Company such as MT5, Century Trader, etc. which can be accessed by our Clients using specific Electronic Methods such as our Website, or by downloading our application for an electronic device (such as a computer, web link, tablet, mobile phone).

"Politically Exposed Persons" shall mean:

(I) Natural persons who are or have been entrusted with prominent public functions such as heads of States, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés d'affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises.

(II) The immediate family members of such persons as set out in paragraph (I.) above, which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.

(III) Persons known to be close associates of such persons as set out in paragraph (I.) above, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in paragraph (I.) above; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in paragraph (I.) above.

"Position" means an exposure to an underlying instrument in relation to a Product that you have traded. A position may be opened or closed out, whether by you or by us, by either buying or selling a Product on the Platform, in accordance with the Client Agreement.

"Price" shall mean the buy price or sell price of a Product or instrument, which is generated by our Platform and/or provided by our client management team (and may be indicated as "Price", or other similar variations) from time to time.

"Price Gap" shall mean the following:

(a) The current Quote Bid is higher than the Ask of the previous Quote; or

(b) The current Quote Ask is lower than the Bid of the previous Quote.

"Product" shall mean:

(a) Forex;

(b) an OTC derivative including CFD; or

(c) or any other product we may offer from time to time;

(d) in relation to which you enter into transactions with us. Details of all products on which we may accept Orders are listed in the product library

"Quote" shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

"Quote Currency" shall mean the second currency in the Currency Pair, which can be bought or sold by the Client for the Base Currency.

"Quotes Base" shall mean Quotes Flow information stored on the Server.

"Quotes Flow" shall mean the stream of Quotes on the Platform for each financial instrument.

"Relevant Amount(s)" shall mean any free Equity in the Client Account not used for Margin purposes.

"Request" shall mean a request from the Client to the Company given to obtain a Quote. Such a Request does not constitute an obligation to make a Transaction.

"Retail Investor" means such category of investors, other than sophisticated investors, as specified in FSC Rules;

"Scalping" shall mean the situation where the Client opens too many positions at the same time and closes them for less than five minutes or buying at Bid price and selling at Ask price, so as to gain the Bid/Ask difference.

"Services" shall mean the services provided by the Company to the Client as set out in this Agreement.

"Short Position" shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency. It is the opposite of a Long Position.

"Slippage" shall mean the difference between the expected price of a trade, and the price the trade actually executes at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

"Sophisticated Investor" shall mean:

(a) the Government of Mauritius;

(b) a statutory authority or an agency established by an enactment for a public purpose;

(c) a company, all the shares of which are owned by the Government of Mauritius or a body specified in paragraph (b);

(d) the Government of a foreign country, or an agency of such Government;

(e) a bank;

(f) a collective investment scheme;

(g) a CIS manager;

(h) a pension fund or its management company;

(i) a closed-end fund;

(j) an insurer;

(k) an investment adviser;

(l) an investment dealer;

(m) an investor that warrants, at the time of entering into a securities transaction, that –

i. its ordinary business or professional activity includes the entering into securities transactions, whether as principal or agent;

ii. in case he is a natural person, his individual net worth or joint net worth with his spouse exceeds one million USD, or its equivalent in another currency; or

iii. it is an institution with a minimum amount of assets under

iv. discretionary management of 5 million USD, or its equivalent in

v. another currency; or

vi. a person declared by the Commission to be a Sophisticated Investor

"Spread" shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

"Stop Loss" shall mean an Order to close a previously opened position at the price less profitable for the Client than the price at the moment of placing the Order.

"Swap" or **"Rollover"** shall mean the interest added or deducted for holding a position open overnight.

"Take Profit" shall mean an Order to close a previously opened position at the price more profitable for the Client than the price at the moment of placing the Order.

"Trailing Stop" shall mean a Stop Loss Order set at a percentage level below the market price - for a Long Position. The Trailing Stop price is adjusted as the price fluctuates. A sell Trailing Stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the Stop Loss price doesn't change, and a market order is submitted when the stop price is hit.

"Transaction" shall mean any contract or transaction in a financial instrument on the Platform entered into or executed by the Client or on behalf of the Client under this Agreement.

"Transaction Size" shall mean Lot Size multiplied by number of Lots.

"Underlying Asset" shall mean any fiat or digital currency (foreign exchange), equity indices, metal, futures, commodities or shares, which is the underlying asset in a CFD.

"Underlying Market" shall mean the market where the Underlying Asset of a CFD is traded.

"Website" shall mean the Company's website at https://www.centuryfinancial.com/mu or such other website as the Company may maintain from time to time for access by clients.

INTERPRETATIONS

1. Any reference in these Terms and the Client Agreement to a particular provision of Applicable Law is deemed to include a reference to that provision as amended from time to time, and any equivalent, similar or analogous provision under Applicable Law.

2. Any reference to a document (including information provided on our Website and/or our Platform) in these Terms and our Client Agreement is deemed to be a reference to that document as modified from time to time.

3. Any reference to 'including' or 'includes' in these Terms and Client Agreement is deemed to be a reference to 'including but not limited to'.

4. Unless otherwise stated, references in these Terms to clauses, paragraphs or schedules are to clauses, paragraphs and schedules in these Terms.

5. Words importing the singular shall import the plural and vice versa.

6. Words importing the masculine shall import the feminine and vice versa.

7. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

8. Clause headings are for ease of reference only.

SECTION B – TERMS FOR CASH EQUITIES – EXCHANGE TRADED SECURITIES (ETS)

1. INTRODUCTION

1.1. The terms of this Section B form an integral part of the Client Agreement and govern all Transactions in Cash Equities - Exchange Traded Securities (ETS) made available to you.

2. SCOPE

2.1. In addition to these Terms, all other provisions of the Client Agreement, to the extent applicable and not inconsistent with this Section B, shall continue to apply to the ETS services and to all Transactions. In the event of any inconsistency between this Section B and any other provision of the Client Agreement, Section B shall prevail in respect of ETS services.

3. DEFINITIONS AND INTERPRETATION

3.1. For the purposes of this Section B:

i. "Exchange Traded Securities" means shares, stocks, exchange-traded funds, and other transferable equity or equity-linked securities listed and traded on recognized securities exchanges on a fully funded, non-derivative basis.

ii. "ETS Account" means the account or sub-account opened and maintained with us for the purpose of transacting in ETS under this Section B.

iii. "Regulated Providers" include any regulated brokers, custodians, clearing members, settlement agents, or nominees utilized for execution, clearing, settlement, or custody.

iv. "Settlement Date" means the date on which delivery of securities and/or payment is due under applicable market rules.

3.2. Capitalized terms not defined herein below shall have the meaning given to them either in the Terms of Business or elsewhere in the Client Agreement.

3.3. For the purposes of this Section B, references in the Client Agreement to "Product" shall, where the context requires, be deemed to include Exchange Traded Securities.

4. REGULATORY CAPACITY

4.1 You acknowledge, understand, and agree that the ETS services are provided strictly on an execution-only and non-advised basis, and that no element of investment advice, portfolio management, discretionary management, suitability assessment, or ongoing monitoring is provided in relation to any Transaction or the ETS Account.

4.2 In this capacity, we act solely as your agent for the purposes of receiving, transmitting, and executing Orders in ETS in accordance with Applicable Law, the rules and procedures of relevant exchanges, clearing systems, and market infrastructure providers, and the contractual arrangements in place with Regulated Providers. We do not act as principal, counterparty, market maker, or liquidity provider in respect of any ETS Transaction.

4.3 You further acknowledge that execution outcomes are subject to market conditions and the functioning of third-party trading venues and intermediaries, and that we do not control or influence exchange matching mechanisms, order priority, availability of liquidity, price formation, volatility, or timing of execution.

4.4 Accordingly, and to the fullest extent permitted by Applicable Law, no fiduciary, advisory, discretionary, or similar duties are assumed or owed by us in respect of your ETS Account or Transaction, and all investment decisions, risks, and consequences remain solely your responsibility.

4.5 You are solely responsible for any tax obligations arising in connection with your Transactions, including capital gains, income, withholding, or other taxes in any jurisdiction, and we do not provide tax advice.

5. NATURE OF THE ETS ACCOUNT

5.1. The ETS Account is non-leveraged, and all Transactions must be fully funded prior to execution, including all applicable fees and taxes. The Client may sell only securities credited to the ETS Account at the time an Order is placed, and short selling or financing arrangements are prohibited.

5.2. Where an ETS Account is opened in joint names, all account holders shall be jointly and severally liable for all obligations arising in connection with the ETS Account.

5.3. If, at any time, you are permitted to transact in ETS and are subsequently determined by us, acting reasonably and in good faith, to be a U.S. person or otherwise subject to U.S. regulatory or tax jurisdiction, we reserve the right, without prior notice and without liability, to restrict your access to the ETS Account, suspend your ability to place new Orders, or require the sale, liquidation or disposal of any securities held in your ETS Account and/or block, suspend or close your Account, where required for regulatory, tax, compliance or risk management purposes.

5.4. You acknowledge that such actions may be required for regulatory, tax, compliance, or risk management reasons, and you agree that we shall not be responsible for any loss, cost, or consequence arising from the exercise of these rights.

5.5. We may be required, pursuant to applicable United States tax laws and regulations, to withhold tax on income, distributions, and, where applicable, gross proceeds arising from securities held in your ETS Account. Any such withholding shall be effected in accordance with Applicable Law, and you acknowledge that we shall have no liability for any amounts properly deducted or withheld. In addition to the above, we may apply or pass through any withholding taxes, charges, deductions, or levies imposed by any other relevant jurisdiction, Regulated Provider, exchange, or market intermediary in connection with securities held or Transactions executed in your ETS Account.

5.6. Where you are not a U.S. person, you shall, as a condition to investing in or holding U.S.-listed securities, duly complete, sign, and deliver to us the relevant and valid U.S. tax documentation (including, where applicable, the appropriate IRS Form W-8 or any successor or replacement form) within the timeframe specified by us.

5.7. We reserve the right, without prior notice and without liability, to refuse to accept or execute any Order, restrict trading in U.S.-listed securities, or sell, liquidate, or otherwise dispose of any U.S. securities held in your ETS Account if you fail to provide the required tax documentation in completed and valid form by the date specified by us.

5.8. You further represent, warrant, and undertake on an ongoing basis that the tax information and declarations provided to us are accurate and complete, and you shall promptly notify us in writing of any change in your tax residency, U.S. person status, or other circumstances that may affect your tax classification or withholding obligations.

6. ORDER PLACEMENT

6.1. Orders may be submitted in such form and through such communication channels as we may prescribe from time to time, including through the Platform and, where made available, in respect of certain Manual Products through our client management team.

6.2. You shall ensure, prior to submitting any Order, that sufficient cleared funds are available in your Account to cover the full value of the proposed Transaction together with all applicable commissions, fees, taxes, and charges. We shall have no obligation to process or execute any Order where adequate funds are not available.

6.3. Where an Order is submitted as a Manual Product, through the client management team, or by any means other than through the Platform, we may, in our sole discretion, undertake such verification, authentication, or confirmation procedures as we consider appropriate prior to accepting or transmitting the Order for execution. You acknowledge and agree that such manual handling may result in delays in processing and execution, and that execution outcomes may be affected accordingly.

6.4. Orders placed by telephone, email, messaging systems, or otherwise entered manually by our client management team, on your behalf, may be subject to higher commissions, fees, or charges than Orders submitted electronically through the Platform, as set out in the Schedule of Charges or as otherwise notified to you from time to time.

6.5. Your instructions and Orders once received by us shall be binding on you and may not be amended, revoked, or withdrawn. Once transmitted, Orders may become binding and incapable of cancellation under exchange rules.

6.6. Where you seek to cancel an instruction or Order that has not yet been executed, you may request such cancellation by contacting us; however, we shall have no obligation to accept or process any cancellation request. An instruction or Order shall only be treated as cancelled once you have received an express confirmation of cancellation from us.

6.7. You remain solely responsible for all instructions and Orders submitted in your name or through your Account, including for the accuracy and completeness of all information transmitted electronically, and for maintaining the confidentiality and security of all passwords, authentication credentials, and personal identification methods used to access the Platform or submit Orders. We shall be entitled to rely upon and act on any instruction or Order reasonably believed to have been given by you or on your behalf.

6.8. While we may act promptly upon receipt of any instruction or Order, no instruction or Order shall be binding on us unless and until it has been accepted and executed by us. Acceptance and execution of Orders is at our sole discretion, and we reserve the right to refuse, reject, or decline any instruction or Order at any time prior to execution, without prior notice and without liability.

6.9. Where a delay in execution occurs for any reason, including as a result of Order sequencing, verification procedures, market conditions, or operational constraints, we shall execute the relevant Order as soon as reasonably practicable. You acknowledge that in such circumstances the Order shall be executed at the price available at the time of execution, which may differ from the price available at the time the Order was submitted.

6.10. Unless expressly agreed otherwise, we shall not be obliged to execute any Buy Order where there are insufficient cleared funds in your Account to meet the full value of the Transaction together with all applicable trading costs, fees, and charges.

6.11. Prices and data displayed on the Platform may be indicative, delayed, or derived from third-party sources. All Orders shall be executed at the price available in the relevant market at the time of execution, and the Company does not guarantee execution, execution price, timing, or liquidity. The Company may decline, suspend, or cancel Orders where required by law, exchange requirements, operational constraints, or insufficient funds.

7. EXECUTION OF AN ORDER AND CONFIRMATION

7.1. We shall execute Orders and instructions in accordance with our Order Execution Policy and all Applicable Law.

7.2. Where, in our reasonable opinion, it is not reasonably practicable to act upon any Order or instruction within a reasonable timeframe, we may, without liability, either defer acting upon such Order or instruction until such time as it becomes practicable to do so or notify you that we are unable to act upon such Order or instruction.

7.3. We further reserve the right to cancel or refuse to execute any Order in respect of any security that has been suspended from trading, placed on an observation, watch, or restricted list, or otherwise subject to trading limitations on any relevant exchange or market.

7.4. Our Order Execution Policy sets out further details regarding the types of Orders that may be placed through the Platform and the manner in which we handle and execute such Orders. Orders shall be executed at the price available at the time of execution.

7.5. By entering into this Agreement, and each time you submit an Order, you expressly acknowledge, accept, and consent to our acting in accordance with the Order Execution Policy, which has been designed to obtain best execution in accordance with our regulatory obligations. Where we make any material amendment to the Order Execution Policy, we shall notify you in accordance with Applicable Law.

7.6. In accordance with the Applicable Law and where we reasonably consider it to be in the overall best interests of Clients, we may aggregate your Orders with those of other Clients and, where permitted, with our own account orders. You acknowledge that aggregated transactions may be executed at different prices due to market conditions and transaction volumes, and that we may determine and apply an average execution price across such aggregated trades. As a result, the execution price applied to your Order may, in certain circumstances, be less favourable than if your Order had been executed individually. You further acknowledge that while aggregation is not intended to operate overall to your disadvantage, it may on occasion result in a less favourable outcome in respect of a particular Order.

7.7. Where Orders have been aggregated, we shall allocate the resulting Transactions in a fair, reasonable, and non-discriminatory manner in accordance with the Applicable Law and our internal allocation procedures.

7.8. No Order or Transaction shall be binding on us unless and until it has been accepted, recorded as executed in our systems, and confirmed to you by way of a confirmation issued by us. The absence, delay, or failure in the delivery of any confirmation shall not, of itself, invalidate or affect the enforceability of any Order or Transaction that has been duly executed by us.

8. FEES AND CHARGES

8.1. You shall at all times maintain sufficient clear funds in your Account to meet all fees, commissions, charges, settlement obligations, and any other costs arising in connection with your Account or any Order. It is your responsibility to ensure that adequate funds are available prior to the incurrence of any such obligation.

8.2. Where any amount becomes due and payable to us and cannot be satisfied from available Cash in your Account, we reserve the right, acting reasonably and in our sole discretion and upon providing not less than ten (10) Business Days' prior written notice to you, to realize, sell or otherwise dispose of all or part of the securities held in your Account in order to recover any outstanding sums owed by you. Any such sale shall be effected at prevailing market prices, and we shall not be liable for any loss arising from the timing or manner of such realization. If, following such action, any balance remains outstanding, such amount shall constitute a debt immediately due and payable by you to us.

8.3. We may levy charges for the provision of market data, access to specific market feeds, enhanced platform functionality, account features, or any other services made available to you, as set out in our Schedule of Charges or as otherwise notified to you from time to time.

8.4. You acknowledge that additional costs, fees, or penalties may arise in connection with delayed settlement, failed settlement, buy-ins, sell-outs, or other market-imposed charges. All such amounts shall be borne by you and may, where applicable, be deducted directly from your Account without further notice.

9. SETTLEMENT

9.1. Transactions in Securities shall ordinarily settle on the customary Settlement Date applicable in the relevant market, exchange, or clearing system in which the securities are traded or principally settled, in accordance with prevailing market practice in the relevant jurisdiction. Where no customary settlement practice applies, settlement shall take place as soon as reasonably practicable.

9.2. You shall take all steps necessary to enable the timely settlement and delivery of all Transactions in accordance with the requirements of the relevant exchange, clearing house, settlement system, or market infrastructure provider. This includes ensuring that all required payments, securities, assets, documentation, and other deliverables are provided to us in clear and unconditional form in sufficient time to complete settlement as due.

9.3. Where any payment or delivery is not received in full by the applicable Settlement Date, or where we reasonably believe that timely settlement may not occur, we reserve the right, acting in our sole discretion and without prior notice, to take such action as we consider appropriate to protect our position and complete or unwind the Transaction, including liquidating the Transaction, effecting buy-ins or sell-outs, or borrowing securities on your behalf to meet delivery obligations. You acknowledge that settlement failures may give rise to significant market penalties, charges, and losses, all of which shall be borne by you.

9.4. You acknowledge that settlement occurs at your risk and that we shall not be responsible for the default, insolvency, or failure of any counterparty, clearing system, settlement agent, custodian, or market infrastructure provider. Any credit of cash or securities to your Account shall be conditional and subject to reversal where, in accordance with Applicable Law or market practice, delivery is reversed, fails or is not completed, or where amounts payable by you in connection with a Transaction remain outstanding.

9.5. Where settlement has not occurred on the applicable Settlement Date, we may, for operational or accounting purposes, provisionally credit or debit your Account as though settlement had occurred (contractual settlement). If any provisional credit of cash or securities is made in reliance on funds or assets believed to have been received, we shall be entitled to reverse such entries and recover equivalent amounts from you by any lawful means, including by selling securities held in your Account, where such funds or assets are not in fact received by us in cleared and unconditional form.

9.6. Subject to Applicable Law, we shall not be liable for any losses, costs, or expenses suffered by you arising from delays in execution or settlement, changes in market conditions, price movements, or liquidity fluctuations occurring before an Order is executed or before a Transaction settles.

10. ETS-RELATED SPECIFIC EVENTS OF DEFAULT

10.1. In addition to the Events of Default set out in the Client Agreement, the following shall constitute Events of Default in relation to the ETS Account:

(a) failure by you to make any payment or deliver any securities required to settle a Transaction by the applicable Settlement Date;

(b) failure to maintain sufficient cleared funds to meet settlement obligations;

(c) failure to provide any documentation, information, or declarations required by us for regulatory, tax, or compliance purposes; or

(d) any circumstance where we reasonably consider it necessary to take action in order to comply with Applicable Law or regulatory requirements.

10.2. Upon the occurrence of an Event of Default, we may exercise any rights available to us under the Client Agreement, including suspending or restricting the ETS Account, declining to act on instructions, cancelling Orders, or liquidating securities held in the Account.

11. CUSTODY AND USE OF REGULATED PROVIDERS

11.1. We shall arrange for custody and other services to be provided in respect of the ETS purchased, held, or sold by you with Regulated Providers or nominees on a pooled or omnibus basis, and they may be outside Mauritius. Securities shall be released, transferred, or otherwise dealt with only upon our instructions for the purposes of settling Transactions authorized under these Terms or in accordance with your valid instructions.

11.2. Your securities may be held in pooled or omnibus accounts together with assets belonging to other clients. In such arrangements, securities may not be individually identifiable by separate certificates or electronic entries, although we shall maintain internal records to evidence and identify each client's beneficial interest in the securities held in a pooled or omnibus account. In the event of our insolvency or the insolvency or default of any sub-custodian or intermediary holding pooled assets, you may share on a pro rata basis in any resulting shortfall. You further acknowledge that, in pooled settlement arrangements, temporary use of assets may occur due to settlement timing mismatches between clients, which may expose you to settlement system risks.

11.3. You authorize us to appoint, engage, and utilize one or more sub-custodians, nominees, settlement agents, clearing participants, or other intermediaries to perform custody, safekeeping, settlement, and related services in accordance with Applicable Law and regulatory custody requirements.

11.4. Your securities may be transferred to or held with brokers, settlement agents, clearing systems, securities depositories, exchanges, or participants in such systems for the purposes of execution, clearing, and settlement. Such entities may operate under legal regimes different from those applicable in our primary jurisdiction and may hold assets subject to their own custody arrangements.

11.5. In accordance with applicable custody regulations, securities held on your behalf may be registered in our name or in the name of a nominee, or in the name of a sub-custodian or its nominee. As a consequence of such nominee or pooled holding arrangements, you acknowledge that you may not receive certain rights or entitlements ordinarily attaching to direct legal ownership of securities, including the receipt of shareholder communications or the ability to attend or vote at shareholder meetings, except where operationally facilitated.

11.6. Where securities are held through sub-custodians or intermediaries outside the primary regulatory jurisdiction in which we operate, different legal, regulatory, insolvency, and market practices may apply, and your rights in relation to such securities may differ materially

11.7. We shall exercise due skill, care, and diligence in the selection, appointment, and periodic review of all Regulated Providers, including but not limited to our sub-custodians and intermediaries, for so long as they remain engaged. Subject to Applicable Law and provided that we have complied with our regulatory obligations in relation to such selection and oversight, we shall not be liable for any loss of, reduction in, or delay in access to securities arising from the acts, omissions, insolvency, or default of any sub-custodian, intermediary, or third party holding or administering securities on your behalf.

11.8. We shall have a lien, first fixed charge, and right of sale over all securities held in your Account to secure the payment of any amounts due to us under these Terms. In addition, sub-custodians, nominees, settlement systems, exchanges, or other intermediaries may have security interests, liens, set-off rights, or rights of disposal over your securities in order to recover fees, expenses, or obligations arising in connection with custody, administration, settlement services, or as required by Applicable Law.

11.9. Where no instructions are received in respect of securities held in your Account for a continuous period of seven (7) years, we shall take reasonable steps to contact you. If such attempts are unsuccessful, you authorize us to dispose of such securities, as permitted by law.

12. CORPORATE ACTION

12.1. Any dividends, interest, distributions, or other income received in respect of securities held on your behalf shall be credited to your Account as soon as reasonably practicable following receipt by us from the relevant Regulated Provider, custodian or market intermediary, and shall be subject to any applicable deductions, withholding taxes or processing timelines imposed by such third parties or Applicable Law.

12.2. Corporate actions, elections, entitlements, and related events shall be administered in accordance with the information, instructions, and deadlines communicated by the relevant exchange, issuer, custodian, or Regulated Provider. We shall have no obligation to notify you of, or to take any action in respect of, corporate actions unless we elect to do so, and any participation shall be subject to operational feasibility, timelines imposed by third parties, and Applicable Law, and accordingly, we do not guarantee your participation in any corporate action or the outcome thereof, nor assume liability for any loss arising from delayed notifications, incomplete elections, or market-imposed limitations.

12.3. Any entitlements arising in connection with a corporate action may, where applicable, be adjusted, substituted, or paid in cash in accordance with the arrangements of the relevant Regulated Provider or market practice.

13. MARKET SUSPENSION / TRADING HALTS

13.1. You acknowledge that trading in ETS may be subject to suspension, trading halts, circuit breakers, or other market-imposed restrictions by the relevant exchange or market. In such circumstances, the execution, modification, or cancellation of Orders may not be possible or may be delayed. Where trading in any Exchange-Traded Security is suspended, restricted, or terminated, we may take such action as we reasonably consider appropriate, including restricting trading, cancelling Orders, or liquidating securities where required in accordance with prevailing market conditions or instructions from the relevant Regulated Provider.

14. TRANSFER AND RE-REGISTRATION OF SECURITIES

14.1. We may, at our sole discretion and in accordance with Applicable Law and our internal policies, permit, refuse, or impose conditions on any request to transfer or re-register your securities to or from another provider, whether in whole or in part.
Where approved by us, any such transfer or re-registration shall remain subject to the requirements and acceptance of the relevant Regulated Providers or other third parties, who may decline or delay the same, notwithstanding our approval.

14.2. You acknowledge that the manner in which your securities are held, including through pooled, omnibus, or nominee arrangements, and that such securities may not be registered in your name, as described in Clause 11 above, certain rights or entitlements (including voting, participation, or direct issuer communications) may not be available or may be subject to limitations.

14.3. You acknowledge that such transfers or re-registrations may involve fees, charges, or payments payable to us and/or third parties, which shall be borne by you.

14.4. We do not guarantee that any transfer or re-registration will be completed within any timeframe or at all. You remain responsible for maintaining your own records, including cost information, and we shall not be liable for any inaccuracy or omission arising in connection with such transfer or re-registration.

15. WITHDRAWAL OF PROCEEDS

15.1. Any request to sell securities and withdraw proceeds shall be processed in accordance with Applicable Law and our internal procedures.

15.2. We may require any information and documentation, including supporting evidence and verification materials, as reasonably necessary to satisfy our regulatory and compliance obligations and may delay or restrict processing where such requirements are not met.

15.3. The remittance of proceeds shall remain subject to the requirements and acceptance of the relevant financial institutions or other third parties involved in the payment process, who may decline or delay the same at their discretion.

16. FEES AND OTHER COSTS

16.1. The execution price of ETS may include a commission applied by us or a Regulated Provider. Such arrangements do not alter your rights and obligations under this Section.

17. CURRENCY CONVERSION

17.1. Transactions in ETS may involve securities denominated in currencies different from the base currency of your Account. Where currency conversion is required, such conversion shall be effected at the prevailing rates applied by the relevant Regulated Provider or financial institution, and you acknowledge that fluctuations in exchange rates may impact the value of your investments and any proceeds.

18. STATEMENTS

18.1. Trade confirmations and statements shall be provided electronically and deemed accurate unless objected to within twenty-four hours of receipt.

19. MARKET CONDUCT

19.1. The Client shall not engage in market abuse, insider dealing, or unlawful trading practices. The Company may restrict or refuse Transactions where misconduct is reasonably suspected.

20. RISK ACKNOWLEDGMENT

20.1. The Client acknowledges that trading in ETS involves market, liquidity, settlement, and regulatory risks and that losses may occur. Past performance does not guarantee future results.