

CLIENT SERVICE AGREEMENT

Last updated: Oct 10, 2025

Risk Notice. *Engaging in trading activities involving leveraged derivative products like Foreign Exchange (Forex) or Contracts for Difference (CFDs) poses significant risks to your invested capital. These products amplify both potential gains and losses, making them unsuitable for all investors. The volatile nature of leveraged derivative products means that market prices can fluctuate rapidly, potentially resulting in losses exceeding your initial investment. While the Company generally aims to close positions before the balance becomes negative, you should be aware of the inherent risk of deficit balances and your potential liability for them. Before committing to any financial product, you should carefully evaluate your investment goals, trading expertise, and financial capacity. Participate in Forex and CFD trading only if you possess sufficient understanding and experience with the associated risks and are using funds you can afford to lose. Seek advice from a qualified financial professional if you have any uncertainties.*

1. Introduction

AddUp Markets Ltd (hereinafter the “Company” and / or “AddUp” and/or “we”) is a private company limited by shares incorporated and registered under the laws of the Republic of Mauritius, with Company number 226296 GBC and a registered address at Office 306, 3rd floor, Ebene Junction, Rue de la Democratie, Ebene 72201, Republic of Mauritius. The Company is authorized and regulated by the Financial Services Commission, Mauritius (“FSC”) under the license number GB25204451 for the provision of securities trading services for retail and institutional clients as specified in this Client Service Agreement (hereafter the “Agreement”).

THE CLIENT (“CUSTOMER,” “YOU”) IS REQUESTED TO CAREFULLY READ THIS AGREEMENT AND ENSURE THEY FULLY UNDERSTAND ITS TERMS BEFORE ACCEPTING IT AND USING THE COMPANY’S SERVICES. THIS AGREEMENT SETS OUT THE CONDITIONS UNDER WHICH WE PROVIDE OUR SERVICES AND CONTAINS IMPORTANT LEGALLY BINDING TERMS AND CONDITIONS.

This Agreement governs the relationship between the Client and AddUp and is electronically executed. The Client agrees to be bound by these terms by (i) signing and submitting the application form (whether physically or electronically); (ii) undertaking any action that indicates acceptance; or (iii) checking and/or clicking the respective acceptance checkbox during the account opening procedure.

For the avoidance of any doubt, this Agreement has the same legal effect and confers the same legal rights upon the parties as if it had been physically signed. The Client

hereby acknowledges and agrees that by completing and submitting the account opening documentation forms of the Company fully agrees to abide by and bound by the terms set out in this Agreement.

Our dealings and relations with you are governed by the laws of the Republic of Mauritius and will be conducted in the English language. In the event of any discrepancy between the English version and any translated versions of this document, the English version shall prevail. The Company shall not be liable for any loss or damage arising from an error, inaccuracy, misunderstanding, or misspelling in a translation.

2. Definitions

2.1. In this Agreement, the following terms and expressions will have the specified meanings whenever they are used, unless the context suggests otherwise.

“Account” means a personal trading account you hold with us and designated with a particular account number used for the purposes of trading on any trading platform used by the Company either online or through the Company's mobile application. You are permitted one Account, unless explicitly obtaining prior consent from the Company.

“Agreement” means this Client Service Agreement, including all its appendices, annexes, attachments, schedules and exhibits and any amendments or modifications as published by the Company from time to time.

“AML/CFT Regulation” means, collectively, the Financial Intelligence and Anti-Money Laundering Act 2002 (FIAMLA), the Financial Intelligence and Anti-Money Laundering Regulations 2018 (FIAMLR), the Financial Intelligence and Anti-Money Laundering Regulation 2019, the Financial Crimes Commission Act 2023, the Prevention of Terrorism Act 2002, the United Nations (Financial Prohibitions, Arms Embargo and Travel Ban) Sanctions Act 2019, the Financial Services Commission Code on the Prevention of Money Laundering and Terrorist Financing, the Securities Industry (Anti Money Laundering and Countering the Financing of Terrorism) Rules 2015, the FSC Anti-Money Laundering and Combatting the Financing of Terrorism Handbook issued in 2020 and any subsequent amendments, guidelines, circulars, or other applicable laws and regulations in force in Mauritius relating to anti-money laundering and countering the financing of terrorism and proliferation.

“Applicable Laws and Regulations” means the rules of any relevant regulatory authority, the rules of any relevant exchange, and all other applicable laws and rules in force from time to time.

“Application Form” means the form and/or information that you need to complete and submit to apply to open an account with us.

“Base Currency” means the currency denominated for your Account, in which all transactions, balances, and calculations are ultimately settled and displayed. It is the currency in which the Account's profit and loss are calculated.

“Business Day” means a day that is not a Saturday or a Sunday or a public holiday in Mauritius and any other holiday to be announced by the Company on its website.

“Client” means the individual person, legal entity or firm, including its subsidiaries, affiliated entities, successors, assigns, as well as its officers, directors, employees, and representatives, being a customer of AddUp Markets Ltd.

“Company” means AddUp Markets Ltd, a company incorporated in Mauritius, with Company number 226296 GBC and a registered address at Office 306, 3rd floor, Ebene Junction, Rue de la Democratie, Ebene 72201, Republic of Mauritius and authorized and regulated by Financial Services Commission of Mauritius (“FSC”) as Investment Dealer (full-service dealer, excluding underwriting) under license number GB25204451 dated September 17, 2025.

“Company’s website” means the following: <http://addup.net/>, and/or other domain names as can be utilised and operated by the Company.

“Commission” / “FSC” means the Financial Services Commission, Mauritius.

“Contracts for Difference” / “CFD” mean derivatives, financial securities with a value that is reliant upon or derived from, an underlying asset or group of assets - a benchmark. The derivative itself is a contract between two or more parties, and the derivative derives its price from fluctuations in the underlying asset.

“Deposit” means the funds deposited and/or transferred by Clients into their accounts with us.

“Due Diligence” means an assessment or review of relevant risk made in the context of a potential business opportunity or high-stakes transaction.

“Equity” means the aggregate of (i) the balance; and (ii) unrealized profit or loss on open positions (after the deduction of any charges and the application of any spread on the closing of a position).

“Execution” means the completion of a Client Order, which, under this Agreement, occurs when the Company acts as the counterparty (principal) to the Client's Transaction.

"Financial Instruments" means Contracts for Differences (CFD) on currency pairs, indices, metals, futures and commodities.

"Know Your Business" / “KYB” means a set of regulatory guidelines that outline institutional Clients identity verification procedures.

"Know Your Customer" / “KYC” means a set of regulatory guidelines that outline individual Clients identity verification procedures.

“Leverage” means a financial tool that allows Clients to open / control a position size that is larger than the initial deposit / investment. It shows how many times the size of the trade / position can be compared to the funds deposited.

"Margin" means the necessary amount of funds so as to open or maintain open positions in a CFD transaction.

“Market Abuse” is a term used for situations where traders and investors have an unfair advantage over others.

“Order” means the request/instruction given by the Client to the Company to open or close a position in the Client's Account.

“Regulated Market” means a Regulated Market (RM) which is a multilateral system that is operated or managed by a market operator and that brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments within the system.

“Services” mean the services to be provided by the Company under this Agreement.

"Spread" means the difference between the lower bid price and higher offer price of a quoted two-way price for a Financial Instrument;

“Stop-Loss Order” means an order submitted by the Client to the Company that instructs the automatic closure of an open position when the price of the relevant underlying asset reaches a specified level, with the objective of restricting potential financial losses on that position;

“Trading Platform” means any online trading platform made available by the Company under the Agreement.

“Transaction” means a transaction entered into under this Agreement.

“Verification” means the process of confirming the accuracy, authenticity, or truth of information, documents, or actions of Clients.

“Underlying Asset” means a financial instrument, including but not limited to a currency or currency pair, or an index or other asset designated in a CFD Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD Transaction.

2.2. References in this Agreement to any statute or statutory instrument or Applicable Laws and Regulations include any modification, amendment, extension or re-enactment thereof.

2.3. A reference in this Agreement to a “document” shall be construed to include any electronic document.

2.4. The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires.

2.5. Headings are for ease of reference only and do not form a part of this Agreement.

3. Services

3.1. The Company shall provide the following services in the context of securities trading services for retail and institutional Clients as per the scope of the Applicable Laws and Regulations:

- Act as an intermediary in the execution of securities transactions for Clients.
- Trade in securities as principal with the intention of reselling these securities to the public (i.e., dealing on own account).

3.2. The Company shall execute orders on behalf of the Clients and trade in securities as principal with the intention of reselling these securities to the public dealing with the following financial instruments:

- i. CFDs on Currency Pairs;
- ii. CFDs on Indices;
- iii. CFDs on Metals;
- iv. CFDs on Futures; and
- v. CFDs on Commodities.

3.3. We may combine your Orders with our own Orders, Orders of persons connected with us and Orders of your agent or other Clients. If your Order is combined, we must

reasonably believe that this is unlikely to operate to your and our other Clients' disadvantage. However, on some occasions, combining Orders may result in you receiving a less favourable price than if your order had been executed separately. The Company reserves the right to refuse, partially execute, or cancel any Order at its sole and reasonable discretion, for any reason it deems appropriate, including but not limited to the conditions set out in the Company's Order Execution Policy. The Company will use reasonable efforts to inform the Client promptly of any such refusal or cancellation.

3.4. We may refuse to provide the Services to you at any time, without being required to provide prior notice or explanation.

4. Risk Disclosure and Acknowledgment

4.1. It is important for the Client to understand the risks involved before deciding to enter into a trading relationship with the Company. If the Client chooses to enter into a trading relationship with the Company, he should remain aware of the risks involved and be able to have adequate financial resources to bear such risks.

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

4.3. The Client acknowledges, understands, agrees, and accepts the risks inherent in trading the Financial Instruments, including but not limited to the following:

- a) The Company does not and cannot guarantee that funds deposited in the Client's Account for trading will not be lost as a result of the Client's transactions.
- b) The Client acknowledges that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
- c) The Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts that he/she is willing to undertake this risk.
- d) The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.
- e) The Client is hereby advised that the transactions undertaken through the dealing services of the Company may be of speculative nature. Large losses may

occur in a short period of time and may be equal to the total value of funds deposited with the Company.

- f) Some Financial Instruments may not become immediately liquid, for example, as a result of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
- g) When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- h) A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- i) The Client should not purchase a Financial Instrument unless he/she is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.
- j) Under certain market conditions (for example but not limited to the following situations: force majeure event, technical failure, communications network failure, poor or no liquidity, market news or announcements etc.) it may be difficult or impossible to execute an order.
- k) Should the Equity of the Client be insufficient to hold current positions open, the Client may be required to deposit additional funds (Margin Call) or reduce exposure. Failure to do so may result in the automatic liquidation (Stop-Out) of positions at a loss, and the Client may be liable for any resulting deficit balance, subject to the Company's Negative Balance Protection Policy.
- l) Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.
- m) There is a risk that the Client's trades in Financial Instruments may be or become subject to tax and/or any other stamp duty, for example, because of changes in legislation or his/her personal circumstances. The Company does not guarantee that no tax and/or any other stamp duty will be payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his/her trades.
- n) Before the Client begins to trade, he/she should obtain details of all commissions and other charges for which the Client will be liable. If any charges are not expressed in money terms (but for example a spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.
- o) The Company will not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind specifically to meet the Client's investment profile. Note that the Company may provide generic research or information that is contained in the Company's website or material which shall be of a

general nature and for information purposes only and does not constitute advice or recommendation to perform any actions with financial products or instruments, or to participate in any particular trading strategy as well as cannot guarantee any profits. Furthermore, it does not take into account the Client's personal circumstances, financial situation or needs therefore the Client shall seek professional advice, as required. In addition, any past performance is not a reliable indicator of future performance.

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

5. Applicable Laws and Regulations

5.1. This Agreement and all transactions are subject to the Applicable Laws and Regulations so that:

- Nothing in this Agreement shall exclude or restrict any obligation which we have to you under the Applicable Laws and Regulations;
- We may take or omit to take any action we consider necessary to ensure compliance with any Applicable Laws and Regulations;
- All Applicable Laws and Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and
- Such actions that we take or fail to take for the purpose of compliance with any Applicable Laws and Regulations shall not render us or any of our directors, officers, employees or agents liable.

5.2. Actions by the Commission:

5.2.1. If the Commission, or any other regulatory body takes any action which affects a transaction, then we may take any responsive action which we, in our reasonable discretion, consider desirable to respond to such action or to mitigate any loss incurred as a result of such regulatory action. Any such action shall be reasonable and binding on you.

5.2.2. If the Commission, or any other supervisory authority makes an enquiry in respect of any of your transactions, you agree to fully cooperate with us and to promptly supply information requested in connection with the enquiry.

6. Payments Cost and Charges

6.1. The Client shall be required to pay the charges as agreed from time to time, any fees or other charges imposed by third parties during the execution of the Services.

Further information in respect to costs and charges are provided on the Company's website. The Company provides you with an itemised breakdown of costs and charges in your Account on our Trading Platform. By accepting this Agreement, the Client acknowledges that he has read, understood and is in agreement with the fees and charges uploaded on the Company's website.

6.2. The Company reserves the right to modify the size, amounts, and percentage rates of its fees from time to time. Such changes will be effective upon publication on the Company's website. The Client is solely responsible for monitoring the website and regularly checking the applicable fees and charges. The Client acknowledges that the Company is under no legal obligation to provide personal notifications of fee alterations, except as otherwise required by Applicable Laws and Regulations.

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

6.3.1. Spread. A spread is the difference between the bid (buy) and the ask (sell) price on the specific instrument you trade. This cost is realised every time the Client opens and closes a trade. The spreads are dynamic due to the uncertain nature of the markets and are set at the absolute discretion of the Company.

6.3.2. Commission, which is the commission the Client pays when he buys and sells a Financial Instrument.

6.3.3. Currency conversion, which is the cost incurred when converting realised profits and losses as well as any costs and charges that are denominated in a currency other than the base currency of the Client's Account.

6.3.4. Overnight Funding / Swap (Financing Fee), which is the swap cost for keeping your position open overnight. The swap cost can be positive or negative depending on the instrument to be traded. An overnight funding amount is either added to or subtracted from the Client's account when holding a position after a certain time.

6.4. Trading inactivity. Clients acknowledge and agree that an inactivity fee will be applied to accounts that remain dormant for a consecutive period of six (6) months. An account is considered inactive if there has been no trading activity, open positions, or deposits/withdrawals during this period. After six (6) months of inactivity, a one-time fee of \$5 USD will be charged. Following this, a monthly fee of \$30 USD will be deducted from the account for each subsequent month of inactivity. The inactivity fee will be deducted from the available balance in the Client's Account. If the Account balance is insufficient to cover the fee, the fee deduction may reduce the Account balance to zero, but will not result in a negative balance. The account may be archived or closed at the Company's discretion if the balance reaches zero.

6.5. No fees are charged by the Company for deposits to or withdrawals from the Account. Such fees, however, may still be charged by a bank, credit card provider, processing system, payment services provider, payment system, and/or third-party

provider used by the Client in its sole discretion in connection with deposits to or withdrawals from the Client's Account. The Company shall not be liable for such fees.

6.6. Payment and deposit (withdrawal) methods used for deposits to or withdrawals from your Account may carry (be subject to) fees and costs that the Company may at its sole and exclusive discretion decide to absorb (bear). However, in cases when the Client engages in deposit to and withdrawal from the Client's Account without entering into any trading activity (or the trading activity is deemed, at the Company's sole and reasonable discretion, to be minimal or manipulative), the Company may charge the Client any such fees and costs connected to the specific payment and / or deposit (withdrawal) method whether at the depositing or withdrawal stage, or at both stages, and whether retroactively or not.

6.7. Clients can deposit funds into their Accounts at any time. The payment and deposit (withdrawal) methods are posted on the website. The payment and deposit (withdrawal) methods are being provided on an "as is" basis.

The Company reserves the right to amend the list of payment and deposit (withdrawal) methods without notification of its Clients. The Clients can find the list of the available payment and deposit (withdrawal) methods on the Company's website in real time.

The Client understands and agrees that irrespective of the Client's choice of specific payment and/or deposit (withdrawal) method, the Company accepts deposits and performs withdrawals in fiat currencies, as well as in cryptocurrencies available on the Company's website.

The Client understands and agrees that for each payment and/or deposit (withdrawal) method, the Company reserves the right to apply and/or impose certain limitations and restrictions subject to region, and/or currency, and/or amount of payment/deposit (withdrawal), and/or other circumstances/conditions. Banks, processing systems, payment systems, credit card providers, any other payment providers, and/or third-party providers used by the Client in its sole discretion in connection with deposits to or withdrawals from the Client's Account (altogether "third-party providers") may establish limits and/or fees on all operations performed by such third-party providers, at their sole discretion, independently of the Company's will or intentions. The Client understands and agrees that the Company shall not be responsible for the timing of the operations conducted by any such third-party providers and for the circumstances that caused any technical failure during any such operations if they arose through no fault or beyond the control of the Company.

The Client understands and agrees that all fees, commissions, and other costs associated with the implementation and/or use by the Client of the chosen (at its sole discretion) payment and/or deposit (withdrawal) method shall be paid at the expense of the Client unless the Company wishes to charge or waive part or all of such fees, commissions and/or other costs to its expenses at its sole and exclusive discretion.

The Client understands and agrees that the Company shall not be liable to the Client and shall not be responsible for any losses, costs, claims, damages, or expenses,

whether reasonably foreseeable or not, as a result of the acts, omissions, or negligence of any third-party provider used by the Client.

The Client understands and agrees that the Company shall not be liable to the Client and shall not be responsible for any delays, technical unavailability, or errors, whether reasonably foreseeable or not, as a result of the acts, omissions, or negligence of any third-party provider used by the Client.

6.8. Investing in financial instruments with an Underlying Asset(s) in a currency other than your Base Currency entails a currency risk as the financial instrument is settled in a currency other than your Base Currency. Hence, the value of your return may be affected by its conversion into the Base Currency. Currency risk is not limited to conversions within the Trading Platform but extends to deposits or withdrawals where currency conversion is required. The conversion rate is not within the control of the Company, and therefore, the Company shall not be liable for differences resulting from unfavourable conversion rates. For any calculation (unless expressly stated otherwise), we convert amounts denominated in any other currency into the Base Currency at the prevailing rate at the time of the calculation. However, the Company reserves the right to add a markup on the conversion rates in relation to the prevailing market conditions. For further information please refer to the website.

6.9. You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us. It is your sole responsibility to bear these additional costs.

6.10. You can only deposit your own money to your Account. It should be easily traceable that the deposited funds come from you. In case of doubt, we reserve the right to ask for documentary confirmation of the ownership of the incoming funds. The Company strictly prohibits third-party payments. If a third-party deposit is identified, the deposited amount, less any applicable transaction fees, will be returned to the originating account. The Company will only process withdrawals to an account in the Client's own name (consistent with AML/CFT requirements) and, wherever possible, back to the same source from which the funds were originally received. If this is not possible, the Client must provide satisfactory documentary proof of ownership for the alternative withdrawal account.

7. Clients Money

7.1. The Company shall promptly place and hold all Client Money in segregated bank accounts ("Client Money Accounts") separate from the Company's own funds, established with reputable banks and/or payment providers ("Approved Institutions") that have been assessed and approved by the Company's management.

7.2. Unless the Client notifies the Company in writing or otherwise, the Company may pass on Client money or allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client money where the Company transfers the Client money (a) for the purposes of a transaction for the Client through or with that person; or (b) to meet the Client's obligations to provide collateral for a transaction (e.g. a margin requirement for a derivative transaction). The Client understands and consents to the Company transferring Client Money to third parties, such as exchanges, clearing houses, intermediate brokers, or liquidity providers, where necessary to facilitate the Client's Transactions or to satisfy the Client's obligations (e.g., margin requirements). By accepting this Agreement, the Client acknowledges and accepts that the Company shall not be liable for the insolvency, acts, or omissions of any Approved Institution or third party holding Client Money.

7.3. The Client acknowledges that Client Money transferred to a third party may be held in an omnibus account and, in the event of the third party's insolvency, it may not be possible to separate the Client's funds from the third party's own funds. In such an event, the Client may not be able to recover the full amount of their funds, and the Company shall bear no liability or responsibility for any resulting loss.

7.4. The Client agrees that the Company will not be liable to pay any interest, profit, or other earnings on any Client Money held in Client Money Accounts.

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

8. Assessment of Appropriateness

8.1. In order for the Company to ensure that the information regarding Clients' potential knowledge and experience in the investment fields includes the following, taking into account the extent appropriate to the nature of the Client, the nature and scope of the Services to be provided and the anticipated type of product or transaction, including their complexity and the risks involved:

- The type of service, transaction and financial instrument with which the Client is familiar;
- The nature of the Client's transactions in financial instruments and the period over which they have been carried out;
- The level of education, and profession of the Client or potential Client.

8.2. The Company shall not encourage a Client or potential Client not to provide information required for assessing their appropriateness.

8.3. The Company shall be entitled to rely on the information provided by the Client as being accurate, current, and complete at all times, unless the Company is aware or ought to be aware that the information is manifestly out of date, inaccurate, or incomplete.

9. Account Opening

9.1. Before placing an Order, the Client must have (i) accepted this Agreement and all relevant documents; (ii) deposited sufficient funds in the Account; and (iii) had their application form and accompanying KYC/Due Diligence documentation approved and verified by the Company.

9.2. We are obliged under the Applicable Laws and Regulations to verify the identity of our Clients. We have undertaken a risk-based approach to this process, which might require obtaining amongst other things, documentary proof of your identity or address and proof of source of funds and source of wealth. You agree that: (i) we may use additional online electronic verification tools for that purpose; and (ii) we may request (amongst other things) further details, documents, photo, liveness and/or video evidence from yourself. If you cannot satisfactorily prove your identity, you may not be able to open an Account with us or the Company may have to close an existing Account.

9.3. Furthermore we may, at our sole discretion any time during the business relationship, request additional documents including but not limited to the identification documents, proof of address, proof of funds, evidence of your source of funds and proof of funds and proof of ownership of the payment methods used by you.

9.4. Upon the approval of your registration, you will be notified by e-mail to the address you have provided during the registration of the Account.

9.5. The Company may, in its sole discretion, at any time during the business relationship with the Client, and on reasonable grounds, request that, in addition to online acceptance of this Agreement, the Client must complete and submit any signed documents as required by the Company, including but not limited to this Agreement and the Risk Disclosure and Warning Notice.

9.6. The Company is obligated by the Applicable Laws and Regulations to perform KYC and due diligence procedures in order to verify the identity of each Client who registers online via the Company's website. For this purpose, the Company will collect information about the Client such as name, surname, address, telephone number, email, nationality, date of birth and other details.

9.7. When the Company receives the Client's complete online application form, it may use the information to conduct any further enquiries about the Client as the Company determines under the circumstances and its internal policies and procedures. The Company also carries out additional checks or periodic reviews. The Client will need to cooperate with the Company and supply the information requested promptly. The Company relies on the information provided by the Client as being correct, accurate, and not misleading at all times. The Client warrants that this information is true and complete and undertakes to notify the Company in writing as soon as possible, but no later than five (5) Business Days, of any changes to the details provided in the application form or to their personal circumstances.

9.8. The Company is not to be required (and may be unable under Applicable Laws and Regulations) to accept a person as its Client until all documentation it requires has been received properly and fully completed by such person and all internal checks (including without limitation all anti-money laundering customer identification and due diligence checks) have been duly satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries where the risk of money laundering may be higher. During the customer identification and due diligence checks the Company shall apply processes to verify the Client's identity for which (amongst other things) photo identification information will be required by the Client. In certain circumstances we may require this information to be authenticated by an appropriate third party. The Company requires as minimum a government issued photo identity documents such as a passport, driving license and/or identity card containing your full name, personal photo, and date of birth, ID number and expiry date as well as evidence of your residential address, such as a utility bill or bank statement, for the verification process. The information in these documents should agree with the details submitted in the Client's application.

9.9. The Client's Account will be opened following the assessment of appropriateness and completion of the KYC and due diligence procedure.

9.10. Your account will be activated by us giving notice to you as soon as the account opening process is complete.

9.11. It is the Client's sole and exclusive responsibility to keep all Account password(s) and log-in details secure and confidential. The Client shall remain solely responsible for all Orders and actions placed through the Account, even if unauthorized, unless the Company is notified immediately upon suspicion of compromise.

9.12. If you wish for someone else (such as a partner or other family member) to have access to your Account, then you must request this in writing and we will consider such a request on a case-by-case basis.

10. Orders Execution

10.1. It is the Company's policy to take all reasonable steps to obtain the best possible result for its Clients in accordance with its Order Execution Policy. The Client understands and acknowledges that, for all Transactions, the Company shall act exclusively as the contractual counterparty (Principal) to the Client.

10.2. The Company will determine the best possible result based on the Total Consideration, which comprises the price of the Financial Instrument and all execution costs (including commissions, fees, and charges). In assessing this, the Company shall take into account factors including, but not limited to, price, costs, speed, likelihood of execution and settlement, size, and market impact. The relative importance of these factors is detailed in the Order Execution Policy.

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

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

10.4. The Client understands and confirms that all orders received by the Company from the Client are orders for execution outside a Regulated Market or multilateral trading facilities.

10.5. Orders may be placed with the Company once the Client gets access to the Trading Platform. The Company will be entitled to rely and act on any Order placed on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.

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

10.7. If any tradable instrument becomes subject to possible adjustments, the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction. The determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall

be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via its email as soon as is reasonably practicable.

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

11. Margin / Leverage Level

11.1. The Margin / Leverage levels applicable to the different products offered by the Company can be found on the Company's website. If the Client's Equity falls below a certain percentage of the required Margin (the Margin Call Level), the Company reserves the right, but not the obligation, to close any or all open positions (Stop Out) without the Client's consent or prior notice. The specific Margin Call and Stop Out Levels are published on the Company's website. The Company's current protocol is as follows: (i) At 100% Margin Level: The Company may, but is not obliged to, commence closing open positions, starting with the most unprofitable. (ii) At 15% Margin Level (Stop Out Level): Open positions shall be automatically closed, starting with the most unprofitable, at the prevailing market price. The Client acknowledges their sole responsibility to monitor their Account balance and Margin Level.

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

12. Transaction Settlements

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

12.2. The Client understands that transaction confirmations are available via the Trading Platform and he will be able to access Account information such as its

balance and Account activity through the Trading Platform. The Client will also be able to generate reports of Account activity as well as a report of each executed trade. Updated account information will be available no later than 24 hours after any activity takes place on the Client's Account. At all times, Client's Account information will include, and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margin, amount available for trading as well as current open and pending positions.

13. Decline of Orders

13.1. The Company is entitled to decline or refuse to transmit or arrange for the execution of any order in any of the following cases, including but not limited to:

- a) abnormal market conditions;
- b) the Order is incomplete, unclear, contains contradictory instructions, or is not validly placed through the Trading Platform;
- c) the case if the Client's free Margin is less than the required Margin or there are no available cleared funds deposited in the Client's Account to pay all the charges of the particular Order;
- d) the proposed Transaction size is outside the minimum or maximum trade size specified by the Company, or the Company reasonably believes it cannot hedge the position, or the execution is impossible due to relevant market conditions.;
- e) use of an automated data entry system, mass data entry system, any electronic devices, robots, high speed trading system, or any kind of software or program, or automated software algorithms which might manipulate, alter, tamper with or otherwise abuse our Trading Platform or give you an unfair advantage when using our System or Services;
- f) arbitrage trading on prices offered by our Trading Platform as a result of systems errors;
- g) arbitrage trading on prices offered by our Trading Platform as a result of systems errors or any other arbitrage practices (including but not limited to latency abuse), price manipulation or time manipulation, including but not limited to that which aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our bid or offer price;
- h) orders placed with the use of inside information (i.e. abusive exploitation of privileged confidential information, the misuse of information or directors trading shares of their own companies); any other unfair, abusive, manipulative, or illegal way of using our Services or Trading Platform;
- i) where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts or/and in any fraud/illegal actions that led to the transaction;
- j) in consequence of request of regulatory or supervisory authorities or a court order;

- k) actions coordinated between multiple Clients for the purpose of obtaining profit or other financial benefit from the use or misuse of certain features of the Trading Platform, such as Negative Balance Protection or Stop-Loss Orders, or any other platform functions not intended for such use;
- l) any other coordinated actions between Clients and/or in cooperation with third parties that are aimed at generating profit from the use of the platform's features in a manner inconsistent with their legitimate or intended purpose;
- m) execution of oppositely directed ("mirror") transactions - that is, opening Long and Short positions on the same market or underlying asset within a minimal time interval and/or with negligible price difference, whether executed from the same device or IP address but under different accounts (including those registered in the names of different individuals or entities) — where such actions are intended to gain profit or benefit from the improper use of the platform's functionalities;
- n) internet connection or communications are disrupted;
- o) force majeure event has occurred;
- p) the Company has sent a notice of termination of this Agreement to the Client;
- q) the Client has failed to meet the minimum Margin requirement.

14. Conflict of Interest

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

14.2. The Company will manage conflicts of interest fairly, between itself and its clients, between itself and its employees and between its customers and to organise and control their internal affairs responsibly and effectively in accordance with its Conflict of Interest Policy.

15. Inducements

15.1. The Company shall take reasonable steps to ensure that neither it nor any of its employees or agents either offers or gives, or solicits or accepts, any inducement that is likely to conflict with any duties owed to its Clients. For this purpose, the Company does not receive or pay any fees, commissions or non-monetary benefits in relation to the provision of the services to or by any third party, except Client, subject to clause 15.2.

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

15.3. A fee, commission or non-monetary benefit should only be paid or received where:

- a. It is justified by the provision of an additional or higher level service to the relevant Client, proportional to the level of inducements received;
- b. It does not directly benefit the recipient firm, its shareholders or employees without a tangible benefit to the Client;
- c. It is justified by the provision of an on-going benefit to the relevant Client in relation to an on-going inducement.

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

16. Market Abuse

16.1. The Client acknowledges that he will not enter into any transaction which falls within the definition of market abuse. This rule applies to all forms of market abuse such as insider trading (an abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies.

16.2. The Client consents and accepts that the Company shall evaluate all trading activity and techniques used by the Client to assess whether they constitute Prohibited Trading Activity (as defined below and/or in the Company's internal policies).

16.3. If the Company, in its sole and reasonable judgment, suspects or determines that the Client has been engaged in Market Abuse or other Prohibited Trading Activity, the Company reserves the right, with immediate effect, to (i) reverse, void, or cancel part or all of the affected Transactions; (ii) close the Client's Account; (iii) terminate this Agreement under Section 20; and (iv) withhold any funds or profits derived from such Prohibited Trading Activity.

17. Trading Platform use

17.1. The Client shall enter his user ID and password registered during the Account opening procedure when logging on to the Company's Trading Platform. The Client should notify the Company without undue delay on becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party.

17.2. The Client shall be solely responsible for all Orders and the accuracy of all information sent via the internet using their credentials, including any unauthorized use. The Client acknowledges that the Company shall bear no responsibility for losses arising from unauthorized access or use of the Trading Platform by a third party, unless such use is the direct result of the Company's gross negligence or willful default.

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

17.4. To the extent permitted by Applicable Laws and Regulations, the Company shall not be liable for:

- a. any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communication being made via the internet or other electronic media; the Client shall be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media; and
- b. any loss or damage that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the electronic systems.

17.5. If the Client wishes to use third-party software (e.g., an "expert advisor" or "plug-in") or external hosting environments, the Company makes no warranties or representations of any kind, whether express or implied, including the implied warranties of merchantability or fitness for a particular purpose, regarding such third-party services. The Client assumes all risks associated with their use. Where the Company reasonably believes that the use of such third-party tools adversely affects the reliability or orderly operation of the electronic systems, the Company reserves the right to immediately suspend or terminate the Client's Account.

17.6. The Company makes every effort to deliver high quality products. However, we do not guarantee that our products are free from defects. Our software is provided “as is” and the Client uses the Trading Platform at his own risk. The Company makes no warranties as to performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from or information provided by the Company shall create a warranty. Under no circumstances shall the Company be liable for any loss, damage, or expense (including, without limitation, loss of funds, data, profits, or consequential or indirect damages) resulting from the use, misuse, or inability to use the software or the Trading Platform.

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

19. Cancellation Procedure

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

20. Account Closing

20.1. Voluntary Termination. Either the Client or the Company may terminate this Agreement by giving thirty (30) days’ prior written notice to the other party. Upon giving notice, the Client must close all open positions. If the Client has not closed all open positions by the expiry of the notice period, the Company reserves the right to close them at the prevailing market price and may refuse to accept any new Orders during this period.

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

- The Client fails to comply with any obligation to make any payment when due under this Agreement;
- There are reasonable grounds to believe that the Client is in breach of this Agreement;
- The Client activity might be a violation of any Applicable Regulations;
- The Client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is

commenced for any execution of all or any part of the property, undertaking or assets of the Client;

- The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure or other similar procedure under any insolvency law.

20.3. Immediate Termination and Voidance. The Company may terminate this Agreement immediately without prior written notice, and reserves the right to reverse, void, or cancel all affected Transactions on a Client's Account, where:

- The Client is involved in any fraud, deception, or other criminal activity that places the Company and/or its clients at risk.
- The Client's trading activity constitutes Prohibited Trading Activity (as defined elsewhere in this Agreement) or adversely affects the reliability, smooth operation, or orderly functioning of the Trading Platform or the market.

20.4. The Company shall, where practicable, notify the Client of the grounds for immediate termination and provide a record of closed positions and account activity.

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

21. Privacy and Data Protection rules

21.1. The Company is committed to protecting the privacy of all personal information that it obtains from the Client and hereby lists how and why the Company collects, use, disclose and protect the Client's personal information. Our Privacy Policy is made available on our website, but if you have any questions as to how we process personal data about you, please do not hesitate to contact us using the contact details on our website.

21.2. We may store, use or otherwise process (using computer systems or otherwise) personal data about you which is provided by you or on your behalf. For the purposes of data protection law, we will be the data controller. In providing the Services, the Company generally does not require or process Sensitive Personal Data (also known as "Special Categories of Personal Data"). To the extent the Client provides such data

(e.g., medical information) and has given explicit consent for its processing, the Company will process it solely for the purpose for which the consent was given.

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

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

21.4. Purpose for which we can store, use or process your personal data (the list is not exhaustive):

- provision of the Services under this Agreement;
- using information for the purposes of electronic verification, KYC and due diligence purposes, credit and anti-money laundering enquiries or assessments;
- maintenance and management of the Client's account as well as administration of the services provided to the Client;
- reporting to taxation or regulatory authorities when required;
- statistical and research purposes;
- compliance with legal and regulatory requirements;
- crime prevention and detection; and
- communication with the Client when necessary or appropriate.

21.5. The legal basis for us processing your personal data in the ways described above will typically be because the processing is necessary: (i) to fulfil our obligations under this Agreement; (ii) for legitimate business interests; (iii) for compliance with a legal obligation; or (iv) because you have provided us with your consent, or in the case of your sensitive personal data, your explicit consent.

21.6. We will implement appropriate technical and organisational measures to protect your personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures will be

appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected.

21.7. We may disclose your personal data to certain permitted third parties, such as professional advisers (including accountants and lawyers) who are subject to confidentiality codes and bound by enforceable obligations of confidentiality. We may also transfer your personal data as part of a sale of our assets or to fulfil our legal or regulatory obligations.

21.8. Where you have given us permission to do so, we may send you information about our products and services which we think may be of interest to you. We will not sell, rent or trade your personal information to any third party for marketing purposes unless you give your express consent. You may withdraw your consent at any time by contacting us using the contact details on our website. Please note that if you withdraw certain consents, you may not be able to benefit from all the Services under this Agreement.

21.9. You acknowledge that your information may be sent internationally. Some countries where your information is sent will offer different levels of protection in relation to personal information. We will, however, always take steps to ensure that any such transfer complies with data protection law, and your information is used by third parties only in accordance with our responsibilities under this Agreement.

21.10. The Company will retain your personal data for the minimum period required by Applicable Law, which is typically seven (7) years following the termination of this Agreement. The Company shall not destroy documents immediately upon the Client's last use of the Services, but shall retain them for the aforementioned minimum period or as otherwise outlined in the Company's Data Retention Policy.

21.11. Data protection law provides individuals with certain rights, including the right to: access, rectify, withdraw consent, erase, restrict, transport, and object to the processing of their personal data. Individuals also have the right to lodge a complaint with the relevant information protection authority if they believe that their personal data is not being processed in accordance with the law. Further information about your rights is set out in our Privacy Policy.

22. Force Majeure

22.1. In the event of a Force Majeure event, the Company shall not be liable for any failure or delay in providing the Services due to circumstances beyond its reasonable control. A Force Majeure event includes, but is not limited to, any event the Company determines, in its sole and reasonable opinion, constitutes an emergency,

extraordinary event, or significant market disruption. A force majeure event will include, but is not limited to, the following:

- a) Government actions, war or hostilities, acts of terrorism, national emergency, unforeseeable circumstances, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disasters;
- b) Labour disputes and lock-out which affect the operations of the Company;
- c) Close out any or all open positions at the first available price it considers reasonable and appropriate under the prevailing circumstances;
- d) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company and hacker attacks;
- e) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- f) The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
- g) The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

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

- a) increase Margin requirements without notice;
- b) decrease leverage;
- c) close out any or all open positions at such prices as the Company considers in good faith to be appropriate;
- d) refuse to accept orders from Clients;
- e) determine at its discretion the quotes and spreads that are executable through the Company's Trading Platform;
- f) suspend or modify the application of any or all terms of the Agreement to the extent that the force majeure event makes it impossible or impractical for the Company to comply with them;
- g) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;
- h) alter the trading hours for a particular instrument and/or terminate it with immediate effect.

23. Complaints Procedure

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

23.2. The Client may register a complaint by contacting us at complaints@addup.net.

24. Representations and Warranties

24.1. The Client represents and warrants to the Company the following:

- a) The Client is over 18 years' old;
- b) The information provided by the Client to the Company in the account opening application form and at any time thereafter is true, accurate and complete, and at any time there is a change to the Client personal data, the Client will ensure that this data is updated and accurate, and the documents are valid and authentic;
- c) The Client is duly authorised to enter into this Agreement and has the capacity;
- d) Any actions conducted by the Client under this Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- e) The Client has read and fully understood and undertakes to comply with the terms of this Agreement;
- f) The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- g) There is no pending or, to the best of the Client's knowledge, any legal proceeding before any court, arbitration court, governmental body, agency or official likely to affect, the legality, validity or enforceability against him of this Agreement;
- h) Any information which the Client provides to the Company will not be misleading and will be true and accurate in all material respects;
- i) There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;
- j) The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks involved.

25. Communication and Notices

25.1. Any notice, instruction, request or other communication given under this Agreement shall be in writing and shall be:

- made by electronic means, including the Company's email address at support@addup.net;
- delivered personally;
- sent by prepaid recorded delivery or registered post, or registered airmail in the case of an address for service outside The Republic of Mauritius.

25.2. Any such notice will be considered to have been served:

- if delivered by hand, at the time of delivery;
- if sent by prepaid recorded delivery or registered post, two clear Business Days after the date of posting (i.e. not including the day of posting itself); and
- if sent by registered airmail, five clear Business Days from the date of posting (i.e. not including the day of posting itself); and
- if sent by e-mail, one hour after sending during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to no "not sent" or "not received" message being received from the relevant e-mail providers.

25.3. E-mail may be used to enable us to communicate with you. As with any other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. It is your responsibility to carry out a virus check on any attachments received. As internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their dispatch. For this reason it may be inappropriate to rely on the content of an e-mail without obtaining written confirmation of it. All risks connected with sending confidential information relating to you are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.

26. Company Liability

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

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

- a) The Company's compliance with, or the exercising of any of the Company's rights in accordance with, Applicable Regulations or this Agreement.
- b) The Client's negligence, fraud or breach of this Agreement or Applicable Regulations.
- c) Any abnormal market condition or force majeure event.
- d) Any delays, delivery failures, or failures in transmission of any order or any other communication or any other loss or damage resulting from the transfer of

data over mobile or other communications networks and facilities outside of the Company's control.

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

26.3. Neither the Company, nor its directors, officers, agents, or representatives, shall be liable to the Client (except in cases of the Company's gross negligence, willful default, or fraud) for any Consequential Loss. "Consequential Loss" includes, but is not limited to, any indirect, special, incidental, punitive, or exemplary loss, liability, or cost, including loss of business, profits, goodwill, data, or trading losses arising from the inability to trade or the execution of orders.

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

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

26.6. The Company's maximum aggregate liability to the Client under this Agreement shall in no circumstances exceed the total fees paid by the Client to the Company in the six (6) months immediately preceding the date the claim arose.

27. Severability

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

28. Miscellaneous

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

28.2. This Agreement may be amended from time to time. Any such amendments will be effective immediately upon being published on the Company's website or upon notification in writing (including email). The Client's continued use of the Services after the effective date of any amendment shall constitute the Client's acceptance of the revised Agreement. It is the Client's responsibility to regularly review the Company's website for updates.

28.3. Succession of Account. In the event of the death or mental incapacity of the Client, the Company must be notified immediately and provided with supporting legal documentation. The Company will first satisfy all outstanding obligations and liabilities due to the Company from the Account balance, and any remaining credit balance shall be paid to the Client's verified legal heir(s) or representative(s) upon presentation of the required legal documents. The legal heir(s) or representative(s) shall not be personally liable for any resulting deficit in the Account balance.

29. Governing Law and Jurisdiction

29.1. This Agreement and all Non-Contractual Obligations arising out of or in connection with it are governed by and shall be construed in accordance with the Laws of the Republic of Mauritius.

29.2. The Courts of the Republic of Mauritius shall have exclusive jurisdiction to settle any dispute or controversy arising out of or in connection with this Agreement.