



**MADE**  **TRADING**  
WHERE TRADERS TRADE

Made4Trading

# Client Service Agreement

June 2026

 **Made4Capital Limited**  
Level 1, IconEbene 1, Reduit Road,  
Cybercity, Ebene. 72201, Mauritius.

[www.made4trading.com](http://www.made4trading.com)

## Important Notice

This Client Services Agreement (“Agreement”) constitutes a legally binding agreement between Made4Capital Limited, trading as “Made4Trading” (the “Company”), and the client (“Client”). The Client should read this Agreement carefully before applying for an account, depositing funds, or engaging in any transaction with the Company.

By opening an account or otherwise using the services of the Company, the Client confirms that they:

- Have read and understood this Agreement;
- Accept and agree to be legally bound by this Agreement;
- Understand the risks associated with trading Contracts for Difference (“CFDs”) and other leveraged financial instruments;
- Confirm that they are acting on their own behalf unless otherwise disclosed and approved by the Company.

The Company strongly recommends that Clients obtain independent financial, legal, and tax advice before entering into transactions involving leveraged products.

## 1. Introduction

This Agreement governs the relationship between Made4Capital Limited (trading as “Made4Trading”) and the Client in relation to the provision of investment and ancillary services.

Made4Capital Limited, (hereafter the “Company”, the “Firm”, “we”, “us” or “our”) is a Company duly incorporated and registered under the laws of the Republic of Mauritius bearing company number 234336GBC, authorized and regulated by the Financial Services Commission of Mauritius (FSC) as an Investment Dealer under the Securities Act 2005, with licence number GB26205996. Our registered office is Level 1, IconEbene 1, Reduit Road, Cybercity, Ebene 72201, Mauritius.

The Company provides online trading services in over-the-counter (“OTC”) derivatives and Contracts for Difference (“CFDs”) across a range of underlying asset classes, including but not limited to foreign exchange, commodities, indices, equities, cryptocurrencies, and other financial instruments.

This Agreement sets out the rights, obligations, responsibilities, and liabilities of both the Company and the Client. It also explains the terms on which the Company provides services, the risks associated with trading, and the procedures applicable to deposits, withdrawals, execution, margin requirements, and account management.

This Agreement applies to all transactions entered into between the Client and the Company, including all future transactions unless otherwise agreed in writing.

The Company reserves the right to amend this Agreement from time to time in accordance with applicable laws, regulations, and operational requirements.

## 2. Regulatory Status

The Company is authorized and regulated by the Financial Services Commission of Mauritius (“FSC”) and operates under applicable Mauritian financial services legislation, including but not limited to:

- The Securities Act 2005;
- The Financial Services Act 2007;
- Applicable FSC Rules, Codes, and Guidelines;
- Anti-Money Laundering and Counter-Terrorist Financing legislation.

The Company provides execution-only services and does not provide investment advice, portfolio management, tax advice, or legal advice.

The Client acknowledges and agrees that:

- Any information provided by the Company is for informational purposes only and should not be interpreted as personal investment advice;
- Any market commentary, educational content, webinars, research materials, or trading insights provided by the Company do not constitute investment recommendations;
- The Client is solely responsible for assessing whether any transaction is appropriate in light of their own financial circumstances, investment objectives, and risk tolerance.

The Client further acknowledges that trading leveraged products involves substantial risk and may not be suitable for all investors.

## 3. Client Classification

The Company may categorize Clients as Retail Clients, Professional Clients, or Eligible Counterparties in accordance with applicable regulatory requirements and internal policies.

Retail Clients are afforded the highest degree of regulatory protection.

Professional Clients may not receive the same level of protections available to Retail Clients. Professional Clients are deemed to possess sufficient experience, knowledge, and expertise to make their own investment decisions and properly assess the risks involved.

The Company reserves the right to request supporting documentation from Clients seeking Professional Client classification.

The Company may reclassify a Client where appropriate and will notify the Client of any such change.

The Client is responsible for informing the Company of any change in circumstances that may affect their classification.

## 4. Account Opening and Client Due Diligence

Before opening an account, the Client must complete the Company's onboarding procedures and provide all information and documentation requested by the Company.

The Company is required by law to conduct Know Your Customer ("KYC") and Anti-Money Laundering ("AML") checks prior to establishing a business relationship.

The Client may be required to provide:

- Proof of identity;
- Proof of residential address;
- Source of funds documentation;
- Source of wealth documentation;
- Corporate documents (where applicable);
- Any additional documentation requested by the Company.

The Company reserves the right to:

- Refuse an application without providing reasons;
- Request additional information at any time;
- Suspend or restrict accounts pending verification;
- Conduct enhanced due diligence where required;
- Terminate the relationship if the Client fails to provide satisfactory documentation.

The Client confirms that all information provided to the Company is accurate, complete, and not misleading.

The Client agrees to promptly notify the Company of any material change to their personal, financial, or corporate information.

## 5. Services Provided

The Company provides execution-only trading services in relation to Contracts for Difference ("CFDs") and other derivative instruments.

The Company may provide access to:

- Trading platforms;
- Market data;
- Price quotations;
- Educational materials;
- Trading tools and analytics;
- Ancillary support services.

The Company does not guarantee:

- The profitability of any transaction;
- The accuracy or completeness of market information;
- Continuous uninterrupted access to the trading platform.

The Client understands that all transactions are conducted electronically and that the Company may act as principal or counterparty to transactions.

The Client acknowledges that the Company may hedge or offset exposures with third-party liquidity providers.

## **6. Risk Disclosure**

Trading Contracts for Difference (“CFDs”) and other leveraged financial instruments involves a high level of risk and may not be suitable for all investors.

The Client acknowledges and accepts that:

- CFDs are leveraged products, meaning a relatively small market movement may have a disproportionately large impact on the Client’s trading account;
- Losses may exceed deposited funds under certain market conditions;
- Market prices may move rapidly and unpredictably;
- Slippage may occur during volatile market conditions;
- Orders may be executed at prices different from those requested;
- Technical failures, market gaps, and liquidity shortages may impact execution;
- Past performance is not indicative of future results.

The Client understands that leveraged trading carries the possibility of substantial financial loss and confirms that they are financially capable of bearing such risks.

The Client further acknowledges that the Company cannot guarantee protection against losses. The Company strongly recommends that the Client seek independent professional advice before trading leveraged products.

## **7. Client Money**

The Company holds Client funds in segregated accounts separate from the Company’s own operational funds.

Segregation of Client funds is designed to reduce the risk of misuse of Client money and to enhance protection in the event of insolvency.

However, the Client acknowledges that:

- Client funds may be pooled in omnibus accounts;
- Funds may be held with third-party financial institutions;
- The Company may not be liable for losses arising from the insolvency or failure of such institutions;
- Different jurisdictions may apply different legal and regulatory protections.

The Company may deposit Client funds with banks, payment service providers, liquidity providers, or other approved institutions.

The Company will exercise reasonable care, skill, and diligence in the selection and monitoring of such institutions.

No interest shall be payable to the Client on any account balance unless otherwise agreed in writing.

## **8. Deposits and Withdrawals**

The Client may fund their account using payment methods approved by the Company.

The Company reserves the right to reject or refuse deposits where:

- The source of funds cannot be verified;
- The payment originates from a third party;
- Fraud or suspicious activity is suspected;
- Regulatory concerns arise.

Withdrawals are generally processed back to the original funding source where possible and subject to applicable AML and compliance procedures.

The Company may request additional verification before processing withdrawals.

The Company reserves the right to delay, reject, or reverse withdrawals where:

- Regulatory obligations require;
- Fraud is suspected;
- Chargeback risks exist;
- The Client's account is under investigation.

The Client acknowledges that withdrawal processing times may vary depending on banking systems, payment providers, intermediary institutions, and regulatory requirements.

## **9. Fees, Commissions, and Charges**

The Client agrees to pay all fees, commissions, spreads, financing charges, and other costs associated with the use of the Company's services.

Applicable fees may include:

- Trading spreads;
- Commissions;
- Overnight financing or swap charges;
- Currency conversion fees;
- Inactivity fees;
- Administrative fees;
- Bank or payment processing charges.

The Company may amend fees and charges from time to time.

Updated fee schedules may be published on the Company's website or trading platform.

The Client is responsible for monitoring applicable fees and understanding the financial impact of trading costs.

## **10. Order Execution Policy**

The Company takes all reasonable steps to achieve best execution for Clients.

Best execution does not necessarily mean the best possible price in every circumstance but refers to the overall execution quality taking into account factors such as:

- Price;
- Speed of execution;
- Likelihood of execution;
- Size and nature of the order;
- Market impact;
- Liquidity availability.

The Client acknowledges that:

- Trading is conducted on an OTC basis;
- Prices are derived from third-party liquidity providers and market data sources;
- Market volatility may affect execution quality;
- Delays and slippage may occur.

The Company may:

- Reject orders;
- Requote prices;
- Partially execute orders;
- Cancel transactions in exceptional circumstances.

The Client accepts that execution may occur at prices materially different from those requested during periods of extreme volatility.

## **11. Margin Requirements**

The Client is required to maintain sufficient margin at all times.

Margin requirements are determined by the Company and may vary depending on:

- Instrument traded;
- Market volatility;
- Liquidity conditions;
- Regulatory requirements;
- Account type.

The Company reserves the right to amend margin requirements without prior notice.

Where the Client fails to maintain required margin levels, the Company may:

- Close positions automatically;
- Refuse new orders;
- Restrict trading activity;
- Liquidate positions without notice.

The Client remains fully responsible for all resulting losses.

## **12. Leverage**

The Company may offer leveraged trading.

Leverage allows Clients to obtain larger market exposure with a smaller initial capital outlay.

While leverage can increase potential profits, it also significantly increases the potential for losses.

The Company reserves the right to:

- Change leverage levels;
- Restrict leverage for certain instruments or Clients;
- Reduce leverage during volatile market conditions.

The Client acknowledges that leverage magnifies both gains and losses and may result in rapid depletion of account balances.

## **13. Negative Balance Protection**

The Company may provide negative balance protection to certain Clients in accordance with applicable regulatory requirements or internal policy.

Negative balance protection is intended to prevent eligible Clients from losing more than the funds available in their account.

However, negative balance protection may not apply in circumstances involving:

- Fraud;
- Abuse;
- Market manipulation;
- Exceptional market events;
- Deliberate attempts to circumvent trading rules.

The Company reserves the right to recover deficits where permitted by law.

## **14. Conflicts Of Interest**

The Company maintains policies and procedures designed to identify, manage, mitigate, and disclose conflicts of interest.

The Client acknowledges that conflicts may arise because:

- The Company may act as counterparty to Client trades;
- The Company may hedge exposures with liquidity providers;
- The Company may receive compensation from spreads or trading activity.

The Company shall take reasonable steps to manage conflicts fairly and in accordance with applicable regulations.

Additional information regarding conflicts of interest may be provided upon request.

## **15. Market Abuse and Prohibited Trading Practices**

The Client must not engage in abusive, manipulative, or fraudulent trading activity.

Prohibited conduct includes but is not limited to:

- Arbitrage abuse;
- Latency exploitation;
- Insider trading;
- Market manipulation;
- Coordinated abusive strategies;
- Use of automated systems designed to exploit pricing errors.

Where the Company reasonably suspects abusive conduct, it may:

- Void transactions;
- Suspend or terminate accounts;
- Reverse profits;
- Report activity to regulators or authorities.

The Company's determination regarding abusive conduct shall be final and binding unless manifestly unreasonable.

## **16. Technology And Platform Access**

The Company provides trading services electronically through online trading platforms.

The Client acknowledges that:

- Electronic systems may experience interruptions;
- Internet connectivity may fail;
- Prices may change rapidly;
- Technical delays may impact execution.

The Company does not guarantee uninterrupted or error-free operation of trading systems.

The Client is responsible for maintaining:

- Secure login credentials;
- Adequate internet access;
- Appropriate hardware and software.

The Company shall not be liable for losses arising from:

- Connectivity failures;
- Software malfunctions;
- Cyber incidents outside its reasonable control;
- Third-party infrastructure failures.

## **17. Intellectual Property**

All intellectual property rights relating to the Company's trading platforms, systems, software, branding, materials, and content remain the exclusive property of the Company or its licensors.

The Client is granted a limited, non-exclusive, non-transferable licence to use the Company's services solely for personal or authorized business purposes.

The Client must not:

- Copy software or systems;
- Reverse engineer technology;
- Redistribute proprietary materials;
- Use Company content without authorization.

## **18. Complaints Handling**

The Company maintains internal policies and procedures for the prompt, fair, transparent, and effective handling of Client complaints in accordance with applicable laws, FSC requirements, internal governance standards, and international regulatory best practices.

A complaint is defined as any expression of dissatisfaction by a Client relating to the provision of investment services, account administration, execution quality, delays, withdrawals, platform performance, pricing, conduct of staff, or any other aspect of the Company's services.

Clients may submit complaints in writing via email, registered mail, or through any official communication channel designated by the Company.

The Client should include:

- Full name and account number;
- Details of the complaint;
- Relevant dates and transactions;
- Supporting documentation where applicable.

Upon receipt of a complaint, the Company shall:

- Acknowledge receipt of the complaint within five (5) business days;
- Conduct an impartial and thorough investigation;
- Maintain records of all complaints and related correspondence;
- Provide updates where appropriate during the investigation process.

The Company shall use reasonable efforts to provide a final written response within thirty (30) business days of receipt of the complaint.

Where the complaint is particularly complex and additional time is reasonably required, the Company shall notify the Client of the delay and provide an estimated timeframe for completion.

The Company shall maintain comprehensive complaint records, investigation files, correspondence, and outcomes for a minimum period of seven (7) years or such longer period as may be required under applicable FSC regulations or other applicable laws.

Where a Client remains dissatisfied following the Company's final response, the Client may refer the matter to the Financial Services Commission of Mauritius or any other competent authority where applicable.

The Company reserves the right to reject complaints which are manifestly unfounded, abusive, repetitive, fraudulent, or submitted outside applicable limitation periods.

## **19. Record Keeping and Retention of Information**

The Company shall maintain adequate books, records, and documentation relating to its business activities, Clients, transactions, communications, and regulatory obligations.

The Company may retain records in physical or electronic format.

The Client acknowledges and agrees that the Company may record, store, monitor, and retain:

- Telephone conversations;
- Electronic communications;
- Trading instructions;
- Platform activity;
- Transaction data;
- Account records;
- KYC and AML documentation;
- Personal information;
- Complaint files.

Such records may be used by the Company for purposes including:

- Regulatory compliance;
- Fraud prevention;
- Internal monitoring and supervision;
- Dispute resolution;

- Legal proceedings.

The Company shall retain Client records and transaction data for a minimum period of seven (7) years following the termination of the business relationship or completion of the relevant transaction, unless a longer retention period is required by law, regulatory instruction, court order, tax requirement, or internal compliance obligations.

The Client acknowledges that personal data and trading records may continue to be retained following account closure where necessary to:

- Comply with legal obligations;
- Defend legal claims;
- Prevent fraud or financial crime;
- Satisfy regulatory recordkeeping requirements.

The Company shall implement reasonable technical and organizational safeguards to protect retained data against unauthorized access, misuse, alteration, disclosure, or destruction.

## **20. Termination**

Either party may terminate this Agreement at any time subject to the provisions contained herein.

The Client may request closure of their account by providing written notice to the Company.

The Company may require reasonable time to process account closure requests, conduct reconciliation procedures, verify outstanding obligations, and complete regulatory checks.

Unless immediate termination is required under applicable law or risk management considerations, the Company shall generally provide not less than seven (7) calendar days' notice prior to terminating a Client relationship.

The Company reserves the right to terminate this Agreement immediately without prior notice where:

- The Client breaches this Agreement;
- Fraud, suspicious activity, or financial crime concerns arise;
- The Client provides false or misleading information;
- Regulatory obligations require termination;
- The Company determines that continuation of the relationship exposes it to legal, financial, operational, reputational, or regulatory risk.

Upon termination:

- Open positions may be closed immediately;
- Outstanding obligations become immediately due and payable;
- The Company may withhold funds pending investigation, reconciliation, or satisfaction of obligations;
- Access to the trading platform may be suspended;
- The Client shall remain liable for all obligations arising prior to termination.

The Company may continue to retain records, data, and communications following termination in accordance with applicable legal and regulatory retention requirements.

Termination shall not affect accrued rights, liabilities, indemnities, obligations, or provisions intended to survive termination.

## **21. Termination Summary**

Either party may terminate this Agreement at any time.

The Company may terminate immediately where:

- The Client breaches this Agreement;
- Fraud or suspicious activity is suspected;
- Regulatory obligations require;
- The Company determines continued provision of services presents unacceptable risk.

Upon termination:

- Open positions may be closed;
- Outstanding obligations become immediately due;
- The Company may withhold funds pending investigation or reconciliation.

Termination shall not affect accrued rights or obligations.

## **22. Limitation Of Liability**

The Company shall not be liable for:

- Trading losses;
- Indirect or consequential damages;
- Loss of profit;
- Losses arising from market conditions;
- Events beyond the Company's reasonable control.

Nothing in this Agreement excludes liability where such exclusion would be unlawful.

To the maximum extent permitted by law, the Company's liability shall be limited to direct damages actually suffered by the Client.

Without limiting the foregoing, the Company shall not in any circumstances be liable for any of the following types of loss or damage, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise: (i) loss of revenue or income; (ii) loss of business or contracts; (iii) loss of anticipated savings; (iv) loss of goodwill or reputation; (v) loss of data; (vi) wasted management time; or (vii) any indirect, special, incidental, exemplary, or consequential loss or damage of any kind whatsoever, even if the Company has been advised of the possibility of such loss or damage.

Where the Company's liability to the Client is not excluded under this Agreement or by applicable law, the Company's aggregate liability to the Client in respect of all claims arising under or in connection with this Agreement shall not exceed the total fees and charges paid by the Client to the Company in the twelve (12) month period immediately preceding the event giving rise to the claim.

The Client acknowledges that the limitations and exclusions of liability in this Agreement are reasonable given the nature of the services provided, the Company's role as an execution-only provider, and the inherent risks of leveraged financial trading.

## **23. Force Majeure**

The Company shall not be liable for any failure or delay resulting from events beyond its reasonable control.

Force majeure events include but are not limited to:

- Natural disasters;
- War or terrorism;
- Government actions;
- Power outages;
- Market suspension;
- System failures;
- Internet disruption.

The Company may suspend or modify services during force majeure events.

## **24. Data Protection and Confidentiality**

The Company processes personal data in accordance with applicable data protection legislation, regulatory obligations, internal governance procedures, and internationally recognized standards relating to confidentiality and information security.

The Client acknowledges and agrees that the Company may collect, process, store, transfer, and use personal information for purposes including:

- Account administration;
- Identity verification;
- AML and financial crime prevention;
- Regulatory reporting;
- Risk management;
- Transaction monitoring;
- Service improvement;
- Marketing communications where permitted;
- Legal and compliance obligations.

The Company may collect information directly from the Client or from third-party sources including:

- Credit reference agencies;

- Identity verification providers;
- Financial institutions;
- Public databases;
- Regulatory bodies.

The Company may share information with:

- Regulators and governmental authorities;
- Banks and payment providers;
- Liquidity providers;
- Auditors and legal advisers;
- Group entities and affiliates;
- Technology and compliance service providers.

The Company shall implement reasonable administrative, technical, and organizational safeguards designed to protect Client information against unauthorised access, misuse, disclosure, alteration, or destruction.

The Client acknowledges that communications between the Client and the Company may be monitored and recorded.

The Company may transfer personal information internationally where necessary for operational, regulatory, or compliance purposes.

The Company shall retain personal information for a minimum period of seven (7) years following termination of the business relationship unless a longer period is required by law or legitimate business necessity.

The Client may request access to personal information held by the Company, subject to applicable legal limitations and requirements for verification.

The Company reserves the right to refuse requests where disclosure would:

- Breach legal obligations;
- Compromise investigations;
- Infringe rights of third parties;
- Conflict with regulatory restrictions.

## **25. Amendments**

The Company reserves the right to amend this Agreement from time to time.

Amendments may be required due to:

- Regulatory changes;
- Operational developments;
- Product changes;
- Risk management considerations.

Updated versions may be published on the Company's website or otherwise communicated to Clients.

Continued use of the Company's services constitutes acceptance of amended terms.

## **26. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Mauritius.

The courts of Mauritius shall have exclusive jurisdiction over disputes arising under this Agreement, unless otherwise required by applicable law.

## **27. Appropriateness Assessment**

The Company is required to assess whether certain products and services are appropriate for prospective Clients in light of their knowledge and experience relating to leveraged financial instruments.

The Client acknowledges that the Company may request information relating to:

- Previous trading experience;
- Financial background;
- Investment objectives;
- Understanding of leveraged products;
- Risk tolerance;
- Educational and professional background.

The Client agrees to provide complete, accurate, and truthful information during the appropriateness assessment process.

Where the Company determines that a product or service may not be appropriate for the Client, the Company may:

- Issue a risk warning;
- Restrict access to certain products;
- Refuse account activation;
- Decline to provide services.

The Client acknowledges that any appropriateness assessment conducted by the Company does not constitute investment advice, financial planning, portfolio management, or any guarantee regarding suitability or profitability.

The Client remains solely responsible for all trading decisions.

## **28. Electronic Communications and Electronic Signatures**

The Client acknowledges that the Company primarily communicates electronically.

Communications may be provided through:

- Email;
- Trading platform notifications;
- Website notices;
- Electronic account portals;
- SMS or telephone communication;
- Other digital communication channels approved by the Company.

The Client consents to receiving all contractual documents, disclosures, notices, statements, confirmations, and communications electronically.

Electronic acceptance of this Agreement, including through online onboarding systems, electronic signatures, checkbox confirmations, or platform acknowledgements, shall constitute valid and legally binding acceptance.

The Client is responsible for ensuring that their contact information remains accurate and up to date.

Any communication sent by the Company to the Client's last known contact details shall be deemed received:

- Immediately where delivered through the trading platform;
- On the same business day where delivered by email prior to 5:00 PM Mauritius time;
- On the following business day where delivered after such time.

The Company shall not be responsible for losses arising from the Client's failure to monitor communications or maintain updated contact details.

## **29. Dormant and Inactive Accounts**

An account may be classified as inactive or dormant where no trading activity, deposit activity, withdrawal activity, or meaningful account interaction has occurred for a prolonged period determined by the Company.

The Company reserves the right to classify an account as dormant after a period of twelve (12) consecutive months of inactivity.

Prior to applying dormant account measures, the Company may attempt to contact the Client using available contact details.

The Company reserves the right to:

- Apply inactivity fees;
- Restrict platform access;
- Suspend trading functionality;

- Require updated KYC documentation;
- Conduct enhanced AML reviews;
- Close dormant accounts.
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Where required by applicable law, dormant balances may be transferred or treated in accordance with abandoned property or unclaimed funds legislation.

The Company may continue to retain dormant account records in accordance with applicable regulatory retention requirements.

### **30. Chargebacks and Payment Reversals**

The Client agrees not to improperly dispute, reverse, charge back, or cancel legitimate transactions.

Where a payment reversal, chargeback, or disputed transaction occurs, the Company reserves the right to:

- Suspend the Client’s account;
- Restrict trading activity;
- Reverse transactions;
- Cancel profits derived from disputed funds;
- Freeze withdrawals;
- Recover losses, fees, and costs;
- Commence debt recovery proceedings.
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The Client acknowledges that fraudulent chargeback activity may constitute financial crime and may be reported to relevant authorities.

The Company may share information relating to disputed transactions with payment processors, banks, regulators, fraud prevention agencies, and law enforcement authorities.

The Client shall remain liable for all obligations arising from disputed or reversed transactions.

### **31. Source Of Funds and Source of Wealth**

The Client acknowledges that the Company is subject to extensive AML and financial crime prevention obligations.

The Company may require evidence relating to:

- Source of funds;
- Source of wealth;
- Banking activity;
- Employment or business activities;
- Tax status;
- Ownership structures.

The Company reserves the right to request such information at onboarding stage or at any time during the business relationship.

The Client acknowledges that the Company may suspend, restrict, or terminate accounts where:

- Information requested is not provided;
- Information provided is unsatisfactory;
- Transactions appear inconsistent with the Client profile;
- Financial crime concerns arise.

The Company may report suspicious transactions or activities to competent authorities without notice to the Client where permitted or required by law.

## **32. Sanctions Compliance**

The Company complies with applicable sanctions regimes and financial crime prevention obligations.

The Client represents and warrants that they are not:

- Subject to sanctions imposed by the United Nations, European Union, United Kingdom, United States Office of Foreign Assets Control (“OFAC”), or any other applicable authority;
- Located in a prohibited jurisdiction;
- Acting on behalf of sanctioned individuals or entities.

The Company reserves the right to:

- Refuse onboarding;
- Block transactions;
- Freeze accounts;
- Restrict withdrawals;
- Terminate relationships;
- Report activity to authorities.

The Company shall not be liable for losses arising from actions taken in order to comply with sanctions obligations.

## **33. Corporate Actions**

Where the Client trades instruments linked to underlying securities or other assets subject to corporate events, the Company may adjust positions, pricing, margin requirements, or account balances.

Corporate actions may include:

- Dividends;
- Stock splits;
- Reverse stock splits;
- Rights issues;

- Mergers and acquisitions;
- Delistings;
- Trading suspensions.

The Company reserves the right to determine appropriate adjustments by acting reasonably and in accordance with prevailing market practice.

The Client acknowledges that such adjustments may impact trading outcomes and account balances.

### **34. Market Disruption Events**

The Company reserves the right to take reasonable measures during periods of market disruption or exceptional market conditions.

Market disruption events may include:

- Suspension of trading on underlying exchanges;
- Liquidity shortages;
- Extreme volatility;
- Technology failures;
- Cyber incidents;
- Political or economic instability;
- Market closure events.

During such periods, the Company may:

- Widen spreads;
- Amend leverage;
- Restrict trading;
- Suspend execution;
- Close positions;
- Adjust pricing methodologies.

The Client acknowledges that extraordinary market conditions may materially impact execution quality and pricing.

### **35. Taxation**

The Client is solely responsible for determining and satisfying any tax obligations arising from trading activity.

The Company does not provide tax advice and makes no representation regarding the tax treatment of transactions.

The Client acknowledges that tax laws vary by jurisdiction and may change over time.

The Company may be required to:

- Report information to tax authorities;
- Withhold taxes where required by law;
- Comply with international tax reporting frameworks.

The Client is encouraged to seek independent tax advice.

### **36. Indemnity**

The Client agrees to indemnify and hold harmless the Company, its directors, officers, employees, affiliates, agents, service providers, and representatives from and against all liabilities, losses, damages, costs, expenses, claims, penalties, and demands arising out of or relating to:

- Breach of this Agreement;
- Fraudulent or unlawful conduct;
- Market abuse;
- Misrepresentation;
- Regulatory violations;
- Chargebacks or payment reversals;
- Tax liabilities;
- Third-party claims arising from the Client's conduct.

This indemnity shall survive termination of the Agreement.

### **37. No Fiduciary Duty**

The Client acknowledges that the relationship between the Company and the Client is contractual in nature and does not create any fiduciary, advisory, or agency relationship unless expressly agreed in writing.

The Company does not undertake to:

- Monitor the suitability of transactions;
- Provide investment advice;
- Act in the Client's best interests beyond applicable regulatory obligations;
- Manage the Client's investments.

The Client is solely responsible for all investment decisions and trading activity.

### **38. Close-Out Netting and Set Off**

The Company reserves the right to combine, consolidate, net, or set off any obligations, balances, liabilities, or exposures between accounts held by the Client.

Where the Client owes obligations to the Company, the Company may:

- Apply account balances against liabilities;

- Close positions;
- Convert currencies;
- Liquidate assets.

The Client acknowledges that close-out netting is an essential risk management mechanism for leveraged trading services.

### **39. Survival**

Any provisions of this Agreement which by their nature are intended to survive termination shall remain in full force and effect following termination.

Such provisions include but are not limited to:

- Indemnities;
- Confidentiality obligations;
- Data protection obligations;
- Record retention obligations;
- Outstanding liabilities;
- Dispute resolution provisions;
- Regulatory reporting obligations.

### **40. Language and Interpretation**

This Agreement is drafted in the English language.

Where translations are provided, the English version shall prevail in the event of inconsistency.

Headings are included for convenience only and shall not affect interpretation.

References to laws, regulations, or rules include amendments, replacements, or successor provisions.

### **41. Entire Agreement**

This Agreement, together with any applicable annexes, policies, schedules, disclosures, and documents incorporated by reference, constitutes the entire agreement between the parties.

This Agreement supersedes all prior agreements, understandings, negotiations, representations, and communications relating to the subject matter herein.

The Client acknowledges that they have not relied upon any representation not expressly contained within this Agreement.

This Agreement is governed by the Laws of Mauritius. The Competent Courts for all disputes and controversies arising out of or in connection with the Agreement shall be the Courts of Mauritius.

## **42. Severability**

If any provision of this Agreement is found by a court or competent authority to be invalid, unenforceable, or illegal, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect as if the severed provision had not been included.

The parties agree to use reasonable endeavors to replace any severed provision with a valid, enforceable provision that, to the greatest extent possible, achieves the same commercial, legal, and economic effect as the provision so severed.

## **43. Waiver**

No failure or delay by the Company in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that right, power, or remedy. No single or partial exercise of any right, power, or remedy shall preclude any other or further exercise of the same or any other right, power, or remedy.

Any waiver by the Company of a breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other provision, nor shall it affect any other rights of the Company.

## **44. Assignment**

The Client may not assign, novate, transfer, charge, or otherwise deal in any of its rights, obligations, or interests under this Agreement without the prior written consent of the Company.

The Company may at any time assign, novate, transfer, or otherwise deal with all or any of its rights and obligations under this Agreement to any group entity, affiliate, successor entity, or third party, including in connection with a sale, merger, restructuring, or transfer of business, without the prior consent of the Client. The Company shall notify the Client of any such assignment where reasonably practicable.

## **45. Third-Party Rights**

Unless expressly provided in this Agreement, a person who is not a party to this Agreement has no right to enforce any term of this Agreement. The parties may rescind or vary this Agreement without the consent of any third party.

## **46. Anti-Bribery and Corruption**

The Client warrants, represents, and undertakes that it shall not, directly or indirectly, offer, promise, give, request, agree to receive, or accept any financial or other advantage with the intention of improperly influencing any person, obtaining or retaining business, or gaining any commercial advantage in connection with this Agreement.

The Client shall comply with all applicable anti-bribery and anti-corruption laws, regulations, and codes of conduct, including but not limited to the Mauritius Prevention of Corruption Act 2002, the UK Bribery Act 2010 (where applicable), and any other applicable anti-corruption legislation.

Any breach of this clause by the Client shall entitle the Company to terminate this Agreement immediately and shall give rise to an indemnity obligation on the part of the Client in respect of all losses, fines, penalties, and costs incurred by the Company as a result.

## **47. Dispute Resolution and Mediation**

In the event of any dispute, claim, or controversy arising out of or in connection with this Agreement, the parties agree to attempt to resolve such dispute through good faith negotiation in the first instance. Either party may give written notice of a dispute to the other party, and the parties shall then meet (in person, by telephone, or by video conference) within ten (10) business days of such notice to seek resolution.

If the dispute is not resolved within thirty (30) business days of the initial notice, either party may refer the matter to mediation. The mediator shall be agreed between the parties or, failing agreement, appointed by the Financial Services Commission of Mauritius or such other recognized mediation body as the parties may agree.

If mediation is unsuccessful or where either party reasonably considers that urgent judicial relief is required to prevent irreparable harm, either party may commence legal proceedings before the courts of Mauritius in accordance with the governing law and jurisdiction provisions of this Agreement. Nothing in this clause shall prevent the Company from taking immediate steps to protect its interests, including applying for interim injunctive relief.

## **48. Client Representations and Warranties**

The Client represents and warrants to the Company, on a continuing basis throughout the term of this Agreement, that:

- The Client has full legal capacity, authority, and power to enter into and perform obligations under this Agreement;
- This Agreement constitutes valid, binding, and enforceable obligations on the Client;
- All funds deposited are derived from legitimate sources and the Client is the beneficial owner of all assets held with the Company;
- The Client is not subject to any applicable sanctions, is not located in a prohibited jurisdiction, and is not acting on behalf of any sanctioned person or entity;

- The Client is not insolvent, bankrupt, or subject to any insolvency proceedings at the time of entering into this Agreement;
- All information provided to the Company is and shall remain true, accurate, complete, and not misleading;
- The Client is trading on its own account and not as an agent, nominee, trustee, or representative of any undisclosed third party unless expressly disclosed and approved in writing by the Company.

Any breach of these representations and warranties shall entitle the Company to terminate this Agreement immediately and seek full indemnification from the Client for all resulting losses, costs, and liabilities.

## **CLIENT DECLARATION**

By opening an account with the Company, the Client confirms that they:

- Have read and understood this Agreement;
- Accept all risks associated with leveraged trading;
- Agree to be legally bound by the terms of this Agreement;
- Confirm that all information provided is accurate and complete.