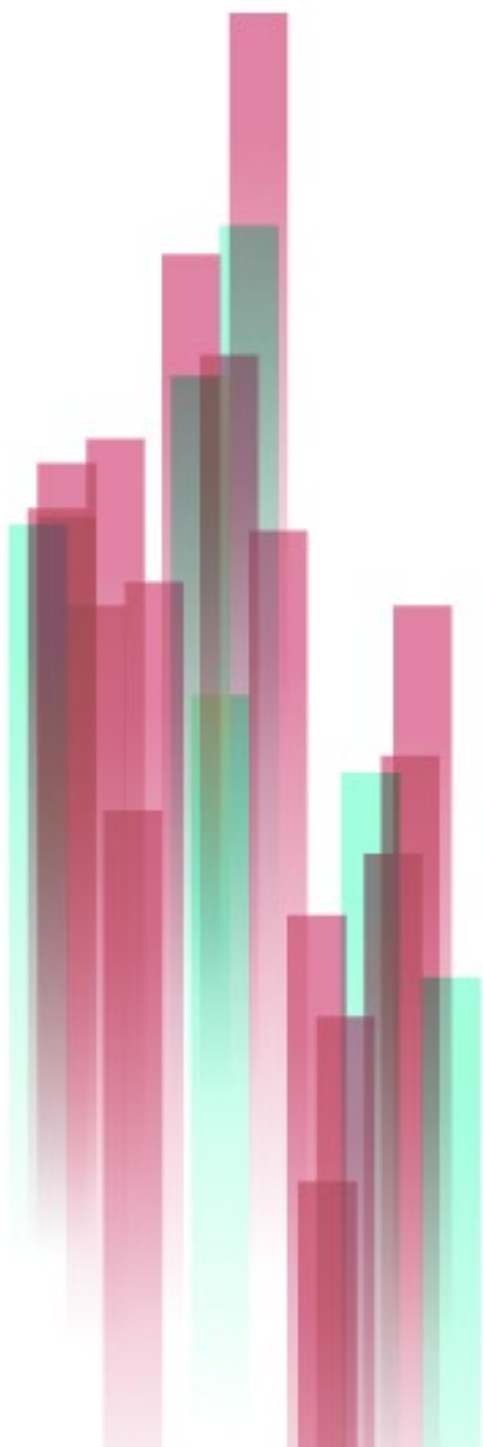


# Terms and Conditions

Version 13 – July 2025



## Contents

1. Client Agreement v.12
2. Risk Disclosure
3. Privacy Policy
4. Non-Solicitation Declaration



# Client Agreement

Version 12

July 2025

**SQ SEY LTD**

**ADDRESS**

COMMERCIAL HOUSE 1  
OFFICE NO 4  
EDEN ISLAND, MAHE  
SEYCHELLES

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## PART A – GENERAL

### 1. Introduction

- 1.1. This Agreement is entered by and between SQ Sey Ltd (hereafter called the “Company”, or “we” or “us” or the brand “SquaredFinancial”) and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form (hereafter called the “Client” or “you”)
- 1.2. The Company is authorised and regulated by the Financial Services Authority (“FSA”) Seychelles as a Securities Dealer to offer certain Investment Services and Activities under Section 41 (1) of the Securities Act 2007.
- 1.3. The Company is registered in Seychelles under the Companies Act, with registration number 8423788-1. Its registered office is at Commercial House 1, Office no 4, Eden Island, Victoria, Mahe, Seychelles.
- 1.4. The Client should the Agreement and any other letters or notices sent by the Company carefully as well as the various documents found on the Website such as “Complaints Handling Procedure” and “Company Information”, and make sure that he/she understands and agrees with all of them before accepting the Agreement.
- 1.5. The Company may provide the above documents in languages other than English. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.
- 1.6. The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s). You accept the terms and conditions in the Client Agreements when you register as a user of the Trading Platform.
- 1.7. When we refer to “you” and “your” we mean the Client of the Company who is a licensed user of the Trading Platform or any visitor to our website [www.sqfin.com](http://www.sqfin.com) who is not a Client of the Company. If you decide to download our Software to use the trading demonstration then the terms and conditions within this document (to the extent applicable) apply to you and by downloading the Software you accept the same and agree to abide by the terms and conditions herein, although you shall not be treated as our Client, and we shall have no obligations towards you.
- 1.8. For any questions or notices, you may contact the Company at: [support@sqfin.com](mailto:support@sqfin.com) or at [www.sqfin.com/about/contact-us/](http://www.sqfin.com/about/contact-us/)

- 1.9. By accepting the current Agreement, you confirm that you are able and agree to receive information, including any amendments to the present agreement, either via email or through this website.

## 2. Client Acceptance and Due Diligence

- 2.1. It is understood that the Company may not accept a Potential Client as its client, and hence refuse to open a Client Account for him/her and/or refuse to accept or return any money from him/her and/or refuse to allow the Client to initiate trading activities until the Client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documentation and all internal Company checks (including without limitation anti-money laundering checks, appropriateness test and identification procedures) have been fully satisfied. Furthermore, the Company retains the right, during the business relationship with the Client, to request at any time any other documentation and/or information from the Client that the Company considers necessary as part of the Company's ongoing monitoring of the Client's activity. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.
- 2.2. The Client has the option to deposit up to \$50,000 (fifty thousand United States dollars) or the same value in any currency as defined and accepted by the Company from time to time, and start trading, provided that the Client has accepted the documents found on the Company's website which set out the terms upon which the Company will offer Services. The Company reserves the right to define at its absolute discretion and at any time the minimum and maximum amount of deposit(s) as well as the time period in which the Client must fully satisfy the Company's required identification documentation requirements and any other relevant ad-hoc request. In this respect, the Client shall be notified with a Written Notice. In the event that, the Client does not fully satisfy the Company's required identification documentation requirements within the time period set by the Company, the Company reserves the right to return any funds deposited back to the origin and impose restrictions in the operation of the Client Accounts including but not limited to restrictions to additional deposits and/or immediately terminate the business relationship with the Client and close the Client Account and/or to proceed to any other action deemed.

## 3. Client Classification

- 3.1. The Company attaches different levels of regulatory protection to each category of Clients. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.
- 3.2. The Company offers its clients the possibility to request reclassification online and thus to increase or decrease the level of regulatory protections afforded. Where a client requests a different categorisation (either on an overall level or on a product level), the Client needs to meet certain specified quantitative and qualitative criteria.



- 3.3. On the basis of the Client's request, the Company undertakes an adequate assessment of the expertise, experience, and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his/her own investment decisions and understanding the risks involved. However, if the above-mentioned criteria are not met, the Company reserves the right to choose whether to provide services under the requested classification

## 4. Services

- 4.1. Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its discretion offer the following Services to the Client:
- a. Receive and transmit Orders of the Client in CFDs;
  - b. Execute Client Orders in CFDs;
  - c. Provide safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management;
  - d. Provide foreign currency services provided they are associated with the provision of the reception and transmission service.

## 5. Advice and Provision of Information

- 5.1. The Company will not advise the Client about the merits of a particular transaction or give him/her any form of investment advice; the Client acknowledges that the services do not include the provision of investment advice in CFDs or the underlying markets. The Client alone will enter into transactions and take relevant decisions based on his/her own judgement. In asking the Company to enter into any transaction, the Client represents that he/she has been solely responsible for making his/her own independent appraisal and investigation into the risks of the Transaction. He/she represents that he/she has sufficient knowledge, market sophistication, professional advice, and experience to make his own evaluation of the merits and risks of any transaction. The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.
- 5.2. The Company will not be under any duty to provide the Client with any legal, tax, or other advice relating to any transaction. The Client should seek independent expert advice if he/she is in any doubt as to whether he/she may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.
- 5.3. The Company may from time to time and at its discretion, provide the Client with information, training, educational material, news, market commentary, or other information but not as a Service (in newsletters which it may post on its website or provide to subscribers via its website or the Trading Platform or otherwise). Where it does so:

- a. The Company will not be responsible for such information;
  - b. The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Order and/or Transaction;
  - c. This information is provided solely for informational purposes, in order to enable the Client to make his/her own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
  - d. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he/she will not pass it on to any such person or category of persons;
  - e. The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he/she will receive such information at the same time as other clients.
- 5.4. It is understood that training/educational material, market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

## 6. Cost and Taxes

- 6.1. The provision of Services and the performing of both trading and non-trading operations under the Agreement is subject to the payment of charges to the Company (the "Costs"). Costs to the Company are set out in the Company's Website and/or on the Client's Personal Area and/or are communicated to the Client through other means. Costs related to trading operations under the Agreement, may be charged at the opening and/or during the lifetime and/or upon the closing of such trading operations.
- 6.2. When placing Orders in Contracts for Difference (CFDs), the related costs may appear relative to the value of the CFD, therefore the Client has the responsibility to understand how costs are calculated in this case.
- 6.3. The Company may vary its Costs from time to time. The Company will send a written notice to the Client informing him/her of any changes before they come into effect, and the latter shall be free to dissolve the contract immediately. In the event that such change is based on a change in interest rates or tax treatment or where there is a valid reason, the Company shall have the right to amend it without prior notice to the Client provided that the Company shall inform the Client at the earliest opportunity and that the latter is free to dissolve the contract immediately.
- 6.4. When providing a Service to a Client, the Company may pay or receive fees, commissions or other monetary or non-monetary benefits to or from third parties as far as permissible under applicable

regulations. The Company will provide information on such benefits to the Client if required under applicable regulations.

- 6.5. The Company will not act as tax agent for the Client. The Client shall be solely responsible for all filings, tax returns, and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any transaction.
- 6.6. The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.
- 6.7. The Company may charge the Client for carrying out operations to pay in/withdraw funds. The amount of charge for paying in/ withdrawal of funds depends on factors such as the transaction sum, the type of transaction, the transaction currency, the system of payment etc.
- 6.8. The Trading Commission and/or the Spreads and/or any other applicable Costs for performing trading operations in Market Maker Accounts are shown on the Company's official website in the Contract Specifications section and/or on the Client Terminal and/or on the Trading Platform.
- 6.9. The Company is entitled, in relation to Interbank Accounts:
  - a. To adjust the best available prices in the market by the amount of its own commission.
  - b. To show the amount of commission on the order being placed in a separate field in the client terminal.

## 7. Islamic Accounts

- 7.1. The Company offers to eligible Clients the option to open a Swap-Free Account. During the Account opening process. Clients from Islamic Countries will be considered as eligible for a Swap free Account.
- 7.2. For non-Islamic clients, it is at the Company's sole discretion to consider the Client as eligible for a Swap free status.
- 7.3. A Swap is the interest paid on a trading position left open overnight. (Swap-Free) Accounts have the same trading terms and conditions as our regular trading account types. The only difference is that there are no Swaps (i.e. no interest payments) on trading instruments applied to holding currency pairs overnight. A handling charge does apply for holding *exotic* currency pairs overnight for more than three consecutive nights.
- 7.4. Exotic Currency Pairs means opposed to the major currencies which are heavily traded, exotics are the less traded currencies

7.5. Currency symbols that are eligible for the 7-day Swap-Free account are the following:

EUR/USD	EURO / US DOLLAR
AUD/USD	AUSTRALIAN DOLLAR / US DOLLAR
GBP/USD	GREAT BRITAIN POUND / US DOLLAR
USD/CAD	US DOLLAR / CANADIAN DOLLAR
USD/CHF	US DOLLAR/SWISS FRANC
USD/JPY	US DOLLAR/JAPANESE YEN
AUD/CAD	AUSTRALIAN DOLLAR/CANADIAN DOLLAR
AUD/CHF	AUSTRALIAN DOLLAR/ SWISS FRANC
AUD/JPY	AUSTRALIAN DOLLAR/ JAPANESE YEN
AUD/NZD	AUSTRALIAN DOLLAR/NEW ZEALAND DOLLAR
CAD/CHF	CANADIAN DOLLAR/ SWISS FRANC
CAD/JPY	CANADIAN DOLLAR/ JAPANESE YEN
CHF/JPY	SWISS FRANC / JAPANESE YEN
EUR/AUD	EURO/ AUSTRALIAN DOLLAR
EUR/CAD	EURO /CANADIAN DOLLAR
EUR/CHF	EURO/ SWISS FRANC
EUR/GBP	EURO/ GREAT BRITAIN POUND
EUR/JPY	EURO/ JAPANESE YEN
EUR/NZD	EURO/ NEW ZEALAND DOLLAR
GBP/AUD	GREAT BRITAIN POUND/ AUSTRALIAN DOLLAR
GBP/CAD	GREAT BRITAIN POUND / CANADIAN DOLLAR
GBP/CHF	GREAT BRITAIN POUND / SWISS FRANC
GBP/JPY	GREAT BRITAIN POUND / JAPANESE YEN
GBP/NZD	GREAT BRITAIN POUND/ NEW ZEALAND DOLLAR
NZD/CAD	NEW ZEALAND DOLLAR /CANADIAN DOLLAR
NZD/CHF	NEW ZEALAND DOLLAR / SWISS FRANC
NZD/JPY	NEW ZEALAND DOLLAR / JAPANESE YEN
NZD/ USD	NEW ZEALAND DOLLAR / US DOLLAR

7.6. Currency symbols that are eligible for 5 days Swap - Free account are the following:

XAU/USD	GOLD / US DOLLAR
XAU/ EUR	GOLD / EURO

7.7. Client (Swap Free) status is available for a period of 7 days unless stated otherwise in a specific offer or promotion that contains its own related governing terms and conditions.

7.8. When a request for a Client (Swap-Free) Account is submitted, the Company reserves the right to require an adequate justification for and/or proof of the necessity or need of any such conversion.

Furthermore, the Company, at its sole discretion, reserves the right to refuse to open a Swap-Free Account on behalf of a client, for any reason whatsoever, without being obliged to provide any explanation or justification.

- 7.9. The effective result of Swap Free trading is a distortion in the product pricing compared with non-Swap Free trading. Use of the Swap Free facility by the Client to take an unfair advantage of the resultant price distortion is strictly prohibited. Listed below are some of the Prohibited Practices for those operating Swap-Free Accounts:
- a. Fraud: When a client use of dishonest methods to acquire profit;
  - b. Manipulation: when a Client tries to control or play upon by artful, unfair, or insidious means especially for his own advantage.
  - c. Cash-back arbitrage: the nearly simultaneous purchase and sale of securities or foreign exchange in different markets to profit from price discrepancies.
  - d. Directional Flow Trading: When Clients consistently hold a position in the market during the swap-free while trading the opposite direction at the same time.
  - e. Rollover trading: When a client opens positions just before the rollover time, where all open positions will be rolled over to the next business day and closing them shortly after.
  - f. Wednesday Trading: When Client pretentious trading on Wednesdays or holding trades through Wednesday to benefit from the swaps. The frequency which is acceptable is at the sole discretion of the company, which may vary in various cases.
- 7.10. If the Company detects any form of Prohibited Practice as mentioned above, it reserves the right to take action at any time:
- a. with immediate effect, to revoke the Swap-Free status from any and all standard trading accounts of such client that have been converted to a Swap-Free Account; and/or
  - b. to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and or costs pertaining to any and all of such Client's Swap-Free Accounts during the period for which such accounts were converted into Swap-Free Account; and/or
  - c. with immediate effect, to close all trading accounts of the Client with the Company, void all trades carried out in such Client's Trading Accounts with the Company and cancel all profits or losses incurred in such client's trading accounts.
- 7.11. Clients may apply to have their standard Account converted to a Swap- Free Account if the meet the above-mentioned qualifying criteria. During the conversion of their account to Swap- Free, a client

does not eligible to receive payments of any Swap amounts that have been lost as a result of converting their Standard Trading Account(s) to a Swap-Free Account(s).

- 7.12. The Company reserves the right to revoke the Swap-Free status granted to any standard trading account at any time, at its sole discretion, without being obliged to provide any explanation or justification. In the case that Swap-Free status is revoked, the Company reserves the right to charge fees for swaps retrospectively i.e. apply the charges to previous trades where swaps were not previously charged.
- 7.13. The Client expressly acknowledges and understands that the Swap-Free status shall be applicable on Forex Majors, Forex Minors, and Metals symbols.

## 8. Communication and Written Notices

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

**SQ Sey Ltd**

Postal Address: Commercial House 1, Office no 4, Eden Island, Victoria, Mahe, Seychelle

Email: [support@sqfin.com](mailto:support@sqfin.com)

Website: [www.sqfin.com/about/contact-us/](http://www.sqfin.com/about/contact-us/)

- 8.2. In order to communicate with the Client, the Company may use any of the following methods, as determined in its sole discretion:
- a. Trading Platform internal mail and/or Client Terminal;
  - b. Email;
  - c. Facsimile transmission;
  - d. Telephone;
  - e. Post;
  - f. Commercial courier service;
  - g. Air mail
  - h. The Company's Website;
  - i. Personal Area;
  - j. Video calls
- 8.3. Any communications sent to the Client (documents, notices, confirmations, statements etc.) are deemed received:

- a. If sent by Trading Platform internal mail and/or through Client Terminal, immediately after sending it;
  - b. If sent by email, within one hour after emailing it;
  - c. If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the business hours at its destination. If sent by telephone, once the telephone conversation has been finished;
  - d. If sent by post, seven (7) calendar days after posting it;
  - e. If sent via commercial courier service, at the date of signing of the document on receipt of such notice;
  - f. If sent by air mail, five (5) Business Days after the date of their dispatch;
  - g. If posted on the Company Webpage, within one hour after it has been posted;
  - h. If posted on the Personal Area, immediately once posted.
- 8.4. In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.
- 8.5. Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.
- 8.6. Telephone conversations and video verification calls between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/instructions/requests or conversations or calls so recorded.
- 8.7. The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client using any of the methods mentioned in paragraph 8.2 of PART A of this document.

## 9. Confidentiality, Personal Data and Records

- 9.1. The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions, and any other providers of registers.
- 9.2. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose, other than in connection with the provision, administration, and improvement of the Services, for research and statistical purposes and for marketing purposes and as provided for under paragraph 5.3. under PART A of this document. Information already in the public domain or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

- 9.3. The Client agrees that the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as and to the extent required:
- a. Where required by law or a competent court;
  - b. Where requested by a bank, payment service provider, regulatory/supervisory or other authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
  - c. To relevant authorities to investigate suspicion of, or prevent fraud, money laundering or other illegal activity;
  - d. To execution venues or any third party as necessary to carry out Client instructions or Orders and for purposes ancillary to the provision of the Services;
  - e. To credit reference and fraud prevention agencies, third authentication service providers and other financial institutions/brokers for credit checking, fraud prevention, antimoney laundering purposes, identification or due diligence checks of the Client. To do so, these agencies/parties may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
  - f. To the Company's professional advisors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
  - g. Only to the extent required, to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
  - h. Only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
  - i. To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company;
  - j. Where necessary in order for the Company to defend or exercise its legal rights;
  - k. At the Client's request or with the Client's consent;
  - l. To an Affiliate of the Company;



- m. To successors or assignees or transferees or buyers, with five (5) Business Days prior Written Notice to the Client, for the purposes of paragraph 18.2 under PART A of this document).

## 10. Multiple Account Holders

- 10.1. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- 10.2. In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

## 11. Amendments

- 11.1. The Company may upgrade the Personal Area and/or the Client Account and/or the Trading Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client as a result of the change.
- 11.2. Unless provided differently elsewhere in the present document, the Company has the right to amend the terms of the Client Agreement at any time giving to the Client at least five (5) Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately and without notice.
- 11.3. Unless provided differently, the Company may change any document which is part of the Agreement, except the present document, without prior notice to the Client.

## 12. Termination

- 12.1. Each Party may terminate this Agreement by giving at least five (5) Business Days Written Notice to the other Party.
- 12.2. The Company may terminate this Agreement with immediate effect and without prior notice for any good reason such as in an Event of Default of the Client as defined in paragraph 13. of PART A of this document.

- 12.3. Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder.
- 12.4. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (without limitation):
- a. All outstanding Costs and any other amounts payable to the Company;
  - b. Any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm; c) Any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
  - c. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
  - d. Any damages which arose during the arrangement or settlement of pending obligations.
- 12.5. Once notice of termination of this Agreement is sent or upon termination the following shall apply:
- a. The Client will have an obligation to close all his/her Open Positions. If he/she fails to do so, upon termination, the Company will close any Open Positions at current Quotes
  - b. The Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;
  - c. The Company will be entitled to refuse to open new positions for the Client;
  - d. The Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.
- 12.6. Upon Termination any or all the following may apply:
- a. The Company has the right to combine any Client/Trading Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances with obligations of the Client towards the Company;
  - b. The Company has the right to close the Client Account(s);
  - c. The Company has the right to convert any currency;
  - d. The Company has the right to close out the Client's Open Positions at current Quotes;
  - e. In absence of illegal activity or suspected illegal activity, fraud or abuse of the Client or instructions from the relevant authorities, if there is balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payment.

### 13. Event of Default

13.1. Each of the following constitutes an “Event of Default” (list not exhaustive):

- a. The failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;
- b. The failure of the Client to perform any obligation due to the Company including but not limited to the obligation of the Client to submit any identification documentation and/or any other information required by the Company, and/or satisfy any other request for KYC verification determined in the Company’s sole discretion;
- c. If an application is made in respect of the Client pursuant to the Seychelles’ bankruptcy laws or any equivalent act in another jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client’s creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- d. The Client is unable to pay the Client’s debts when they fall due;
- e. The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- f. Where any representation or warranty made by the Client in paragraph 16 of PART A of this document is, or becomes untrue;
- g. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 12.2 of PART A of this document;
- h. An action set out in paragraph 12.2 of PART A of this document is required by a competent regulatory authority or body or court;
- i. The Client involves the Company in any type of fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, such risk determined in good faith by the Company;
- j. In cases of material violation by the Client of the requirements established by legislation of Seychelles or other countries, such materiality determined in good faith by the Company;
- k. The Company reasonably suspects that the Client performed Abusive Trading;
- l. If the Company suspects that the Client is engaged in money laundering activities and/or terrorist financing and/or in any other criminal activities or for any other cases where the Client may involve the Company in any type of fraud or illegality and/or in any activity considered suspicious by the Company.

13.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions (list not exhaustive):

- a. Temporarily block the Client Account and/or accounts of another Client which the Company considers to be involved in suspicious activity, until the Company can determine if an Event of Default has occurred. In case of investigation of Events of Default, the Company may request the Client to provide various documents and the Client is under an obligation to provide such;
- b. The Company has the right to combine any Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances with obligations of the Client towards the Company;
- c. The Company has the right to close the Client Account(s);
- d. The Company has the right to convert any currency;

- e. The Company has the right to close out the Client's Open Positions at current Quotes, Cancel of profits gained through Abusive Trading, Terminate this Agreement without notice to the Client

## 14. Force Majeure

14.1. A Force Majeure Event includes without limitation each of the following:

- a. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Trading Platform;
- b. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
- c. Labour disputes and lock-out which affect the operations of the Company;
- d. Suspension of trading on an Underlying Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- e. Changes in the applicable legislation, any action of an official body or any other change in our legal or regulatory obligations as a result of unforeseen events;
- f. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- g. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the company) and DDoS-attacks;
- h. 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;
- i. 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.
- j. Abnormal market conditions, such as significant volatility or instability in the markets, or the industry as a whole, preventing us from providing our services in an orderly manner, including any instances where we are unable to receive data and/or we receive incorrect data from our service providers;
- k. The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Underlying Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
- l. 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.

- 14.2. If the Company determines in its reasonable opinion 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 take any, or a combination or all of the following steps:
- a. Increase Margin requirements without notice;
  - b. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
  - c. Refuse to accept Orders from Clients;
  - d. 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;
  - e. Increase Spreads and/or Trading Commissions;
  - f. Decrease Leverage;
  - g. Shut down the Trading Platform(s) in case of malfunction for maintenance or to avoid damage;
  - h. Inactivate the Client Account;
  - i. Cancel any pending positions;
  - j. Reject any deposit requests;
  - k. 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.
- 14.3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

## 15. Limitations of Liability and Disclaimers

- 15.1. In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out in the Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.
- 15.2. The Company will not be held liable for, any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly, arising from but not limited to:
- a. Disruption of your connections to the internet;
  - b. Any error or failure in the operation of the Trading Platform;
  - c. Errors in the settings of Client Terminal, out-of-sequence Client Terminal update, any delay caused by the Client Terminal, the Client not following the instructions on the Client Terminal;
  - d. Loss to or corruption of any of your data or records, whether stored on the Trading Platform or not, or lack of back-up thereof;

- e. Any hardware, software, connection bugs from the Client's side;
  - f. All Orders placed under the Client's Access Data;
  - g. Any failure by the Company to perform any of its obligations under the
  - h. Agreement as a result of Force Majeure Event;
  - i. The acts, omissions or negligence of any third party
  - j. The solvency, acts or omissions of any third party referred to in paragraph 1.5 of PART B of this document;
  - k. If a situation referred to in paragraph 1.6 of PART B of this document arises any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
  - l. Any person obtaining the Client's Credentials that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
  - m. Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
  - n. Any actions or representations of the Introducer;
  - o. Currency risk materialising;
  - p. Occurrence of Slippage;
  - q. Any of the risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website, materialises;
  - r. Any changes in the rates of tax;
  - s. The Client using Trailing Stop and/or Expert Advisor.
  - t. The Client's reliance on Stop Loss Orders;
  - u. Any acts or omissions (including negligence and fraud) of the Client;
  - v. The contents, correctness, accuracy and completeness of any communication spread by the use of the Trading Platform;
  - w. The actions, Orders, instructions, Transactions entered into by the Client under this Agreement;
  - x. delay, failure or error by the Client in implementing any reasonable instruction provided by the Company;
  - y. Inaccurate or incomplete instructions received by the Client;
- 15.3. If the Company incurs any claims, damage, liability, costs or expenses, which may arise as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.
- 15.4. The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement.
- 15.5. Where the Client has trusted a third party, and/or followed any instruction, indication or advice from a third party, which resulted in any loss, the Company shall not be liable. The service provided by the Company is on an execution only basis and therefore the Company is not responsible for any losses that may incur as a result of these circumstances.

- 15.6. The Company shall not be liable to the Client for any loss, (including consequential and other indirect losses), expense, cost or liability (together referred to as "Loss") suffered or incurred by the Client as a result of or in connection with the provision of the Services unless and to the extent that such Loss is suffered or incurred as a result of The Company's gross negligence or wilful default;
- 15.7. Without prejudice to the above paragraphs, Company's aggregate liability to a Client in respect of all claims arising out of or in connection with the Client Agreement will be limited to the aggregate amount of the deposits less withdrawals on Client's Trading Account.
- 15.8. If a Client installs and/or uses any trading solutions such as algorithms, 'Expert Advisors' ('EA') or trailing stops, the Company shall not be held responsible for any losses which may be incurred by such use. If it comes to the Company's attention or it suspects that the Client uses any of these solutions, contrary to good faith or to the terms contained herein, the Company reserves the right to terminate the Agreement.
- 15.9. With respect to any Financial Data or other information that we or any third-party service provider provide to you in connection with your use of the Trading Platform:
- a. The Company and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;
  - b. The Company and any such provider are not responsible or liable for any actions that the Client takes or does not take based on such data or information;
  - c. The Client will use such data or information solely in accordance and for the purposes set forth in the Client Agreements;
  - d. Such data or information is property of the Company and to third party providers as applicable, and the Client will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations; and
  - e. The Client will use such data or information solely in compliance with any applicable laws and regulations.
- 15.10. Subject to paragraphs 15.1.A and 15.2.B. of this Agreement, you will be liable to us for:
- a. any loss (whether direct or indirect) of revenue or profits;
  - b. any loss (whether direct or indirect) of anticipated savings;
  - c. any loss (whether direct or indirect) of goodwill or injury to reputation;
  - d. any loss (whether direct or indirect) of business opportunity or arising from business interruption;
  - e. any loss (whether direct or indirect) of or corruption to data;
  - f. indirect, consequential, incidental, exemplary, punitive or special loss or damage in each case arising out of or in connection with the Client Agreements including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise, and regardless of whether either party knew or had reason to know of the possibility of the loss, injury or damage in question.



- 15.11. Nothing in the Client Agreements will exclude, limit or restrict either Party's liability for death or personal injury resulting from the negligence of that Party (or anyone on its behalf) or any other matter in respect of which liability cannot by applicable law be limited.
- 15.12. Nothing in this paragraph will exclude, limit or restrict either Party's liability for fraud or fraudulent misrepresentation committed by that Party (or anyone on its behalf).
- 15.13. Our liability, to the extent applicable, for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in Seychelles.
- 15.14. The Client Agreements set out the full extent of our obligations and liabilities in respect of the supply of the Trading Platform. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in the Client Agreements. Any condition, warranty, representation or other term concerning the supply of the Trading Platform which might otherwise be implied into, or incorporated in, the Client Agreements, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

## 16. Representations and Warranties

- 16.1. The Client represents and warrants to the Company the following:
- a. 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 the documents handed over by the Client are valid and authentic and shall inform the Company of any changes;
  - b. The Client has read and fully understood and undertakes to comply with the terms of this document (Client Agreement) and the various documents found on the Company's website, namely Terms and Conditions, "Risk Disclosure", "Complaints
  - c. Handling" etc and Requests and to perform its obligations thereunder;
  - d. The Client is duly authorised to enter into the Agreement, to give Orders, instructions and Requests and to perform its obligations thereunder;
  - e. The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided that all the documents required by the Company for this purpose are received;
  - f. The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account
  - g. Opening Application Form on the Client's behalf is duly authorised to do so;
  - h. All actions performed under the 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;



- i. The Client has declared in the Account Opening Application Form, if he/she is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he/she becomes a Politically Exposed Person;
- j. 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;
- k. The Client funds are free of any lien, charge, pledge or other encumbrance;
- l. The Client has chosen the particular type of Service and Financial Instrument, taking his total financial circumstances into consideration which he/she considers reasonable under such circumstances;
- m. There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, arising from the Client's nationality or religion;
- n. The Client will take into account any information in the Company's advertising materials only in combination with the complete description of the advertised services or promotion published on the Company's website;
- o. The Client is over 18 years old.

## 17. Acknowledgements of Risks and Consents

17.1. The Client unreservedly acknowledges and accepts the following:

- a. Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he is willing to undertake this risk. The damages may include loss of all his money and also any additional commissions and other expenses to keep his positions open.
- b. CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment, and this can work against him as well as for him.
- c. CFD Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the Margin requirements.
- d. Trading on an electronic Trading Platform carries risks.
- e. The risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website.

17.2. The Client agrees and understands that:

- a. He/she will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the CFD, nor ownership thereof or any other interest therein.
- b. No interest shall be due on the money that the Company holds in his Client Account.
- c. When trading in CFDs the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a regulated Market but over-the-counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions.

17.3. The Client consents to the provision of the information of the Agreement by means of a website.

- 17.4. The Client confirms that, he/she has regular access to the internet and consents to the Company providing him/her with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, policies and information about the nature and risks of investments by posting such information on the Website.
- 17.5. The Client acknowledge that the Company does not control the transfer of data over telecommunications facilities, including without limitation the internet, nor is responsible for communication failures, distortions or delays when trading online (via the internet or a mobile service).

## 18. Unauthorized Activities

- 18.1. If during the monitoring of the Clients activities, including but not limited to withdrawals, deposits, trading activities and/or non-compliance with the Terms and Conditions of this agreement, the Company identifies an unauthorised activity, it has the right to investigate the Client's operations and stop such operations if deemed necessary during the period the investigation is conducted.
- 18.2. The Client has an obligation under this agreement to provide to the Company any information and or document requested for the investigation purposes.
- 18.3. An unauthorised activity can be (not exhaustive):
- a. Execution of a great number of transfers in the absence of trading activity;
  - b. Execution of operations with no apparent economic sense or other apparent purpose;
  - c. The client's refusal to provide personal information for identification purposes or inability to confirm the client's identity;
  - d. Repeated attempts to execute non-trading transactions for benefit of third parties;
  - e. The client provides to the Company forged documents, or there is mismatch of documents provided in different time periods and/or falsely present him/herself as another person.
- 18.4. The Company has the right to cancel questionable operations by the Client and/or charge commission(s) on the deposit/withdrawal operations of a Client and/or block all his/her trading accounts as well as trading accounts of Clients involved in the conducting of these operations. In this case the funds of the Client shall be withdrawn by any method convenient for the Company.

## 19. Complaints and Disputes

- 19.1. The Client may submit complaints to the Company according to the "Complaints Handling Policy" found on the Website.

- 19.2. If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.
- 19.3. Without prejudice to any of the Company's other rights under this Agreement, in case of a dispute between the Client and the Company over a Margin Trade or alleged Margin Trade or any instruction relating to a Margin Trade, the Company is entitled at its reasonable discretion and without notice to close any such Margin Trade or alleged Margin Trade if the Company reasonably believes such action to be desirable for the purpose of limiting the maximum amount involved in the dispute. The Company shall not be responsible to the Client in connection with any subsequent fluctuations in the level of the relevant Margin Trade. If the Company closes a Margin Trade under this Clause such action shall be without prejudice to the Company's right to contend that such Margin Trade had already been closed by the Company or was never opened by the Client. The Company shall take reasonable steps to inform the Client that it has taken such action as soon as practicable after doing so. Where the Company closes a Margin Trade or alleged Margin Trade in accordance with this Clause, the closing shall be without prejudice to the Client's rights to open a new Margin Trade, provided that such Margin Trade is opened in accordance with this Agreement. When calculating margin or other funds required for such Margin Trade, the Company is entitled to do so on the basis that The Company's view of the disputed events or instructions is correct.
- 19.4. The Company has thirty (30) business days to respond to any formal complaint or dispute lodged. If the Client is not satisfied with the Company's final decision, it is noted that the Client may have the right to escalate the complaint to the FSA at the following address: PO Box 991 Bois de Rose Avenue Roche Caiman Victoria Mahe Republic of Seychelles
- 19.5. The Client's right to take legal action remains unaffected by the existence or use of any complaints' procedures referred to above.

## 20. Conflict of Interest

- 20.1. The Company is required by law to take all reasonable steps to identify conflicts of interests between itself, its associates and its Clients, or between one Client and another, that arise in the course of providing the financial services.
- 20.2. Subject to the Governing Legislation, the Company may pay to and accept from third parties (and not be liable to account to the client) benefits, commissions or remunerations which are paid or received as a result of Transactions entered into by the Client.
- 20.3. The Company may provide financial services (in accordance with its SDL) to another Client about or concerning the Underlying Market in relation to which one Client may enter a Transaction.

- 20.4. The Company is not under any obligation to account to the Clients for any profit, commission or remuneration made or received from or by reason of Transactions or circumstances in which the Company have a material interest or where in particular circumstances a conflict of interest may exist.
- 20.5. The Client acknowledges that is aware of the possibility that the conflicts disclosed in this clause will arise and consents to the Company acting notwithstanding such conflict

## 21. Severability

- 21.1. Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Underlying Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## 22. Non exercise of rights

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

## 23. Assignment

- 23.1. The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) Business Days prior Written Notice to the Client. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party.
- 23.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 23.1 above, the Company shall have the right to disclose and/or transfer all Client information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history), transfer the Client Account and the Client Money as required, subject to providing at least five (5) Business Days prior Written Notice to the Client.
- 23.3. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without the prior written consent of the Company.

## 24. Waiver

- 24.1. Any failure to exercise or any delay in exercising a right or remedy provided by the Client Agreement will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Client Agreement will not constitute a waiver of any other breach and will not affect the other terms of the Client Agreement.
- 24.2. The rights and remedies provided by the Client Agreement are cumulative and (except as otherwise provided in the Client Agreements) are not exclusive of any rights or remedies provided at law or in equity.

## 25. Language

- 25.1. The Company's official language is the English language, and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English, is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

## 26. Introducer

- 26.1. In cases where the Client is introduced to the Company through a third person ("Introducer"), the Client acknowledges that, the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.
- 26.2. The Client acknowledges and confirms that his/her agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer.

## 27. Identification

- 27.1. In order to prevent any unauthorised access to the Client Account, verification of the Client's identity is made for the following non-trading operations:
- a. Change Personal Area password;
  - b. Change Security Type;
  - c. Restoring Personal Area password;
  - d. Changing Personal area agent;
  - e. Withdraw funds;
  - f. Change account password;
  - g. Change investor password.

- 27.2. The means of Client identification used by the Company can be email, SMS or any other means used by the Company at the time of the identification.
- 27.3. It is understood that the Company shall have the right to suspend execution of the non-trading operations, if the Client's identification data are invalid or incorrect until the Client provides the correct identification data.
- 27.4. In case the Client loses the main password and e-mail specified at registration, the account will be closed after a complete check and the funds will be returned proportionally to the account they were deposited from.
- 27.5. In order to identify the Client, the Company has the right to request at any time after a trading account is registered, inter alia, information and or documentation and or video call for proof of identity, proof of residence and source of funds.

## 28.Currency Conversion

- 28.1. The Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account (in the event that the Client deposits money in a different currency of that of the Currency of the Client Account) or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the Company shall select, having regards to the prevailing market rates. The Company shall be entitled to charge to the Client and obtain from the Client Account, or from the deposited amount, the expenses incurred with regard to currency conversions for the Client, including but not limited to commissions to banks, money transfer fees, commissions to intermediaries etc.
- 28.2. The Client will bear all foreign currency exchange risk arising from any Transaction or from the exercise by the Company of its rights under the Agreement or any law.

## 29.Miscellaneous

- 29.1. All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided in law or in equity.
- 29.2. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

29.3. In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

### 30. Applicable Legislation and Regulation

30.1. All disputes and controversies arising out of, or in connection with the Agreement shall be finally settled in the courts of Seychelles.

30.2. This Agreement is governed by the Laws of Seychelles.

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

30.4. All transactions on behalf of the Client shall be subject to Applicable Regulations. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures as may be taken and the Applicable Regulations in force shall be binding on the Client.

## PART B – CLIENT MONEY AND ACCOUNT

### 31. Client Money

31.1. The Company shall not account to the Client for profits or interest earned on Client's money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.

31.2. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

31.3. The Company may hold Client money and the money of other clients in the same account (omnibus account).

31.4. The Company may deposit Client money with a third party (i.e. intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty or a payment service provider) who may have a security interest, lien or right of setoff in relation to that money.

31.5. Client's money may be held on the Client's behalf with a third party as indicated in paragraph 1.4 (PART B) above located within or outside Seychelles. The legal and regulatory regime applying to any

such person outside Seychelles will be different from that of Seychelles and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in Seychelles or by the Company directly. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.

- 31.6. The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from other Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.
- 31.7. It is understood that profit or loss from trading is credited or debited in the Client Account once the Transaction is closed.

## 32. Lien

- 32.1. The Company shall have a general lien on all funds held by the Company or its associates or its nominees on the Client's behalf until all Client's obligations are satisfied. Such right of a general lien may be extended and enforced to cover any legally binding claims, either present or future, related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing service providers/payment services operators' requirements, as well as if it is required by the relevant authorities

## 33. Netting and Set-off

- 33.1. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from law, compliance rules/card schemes/acquiring banks/payment processing service providers/payment services operators' requirements, as well as if it is required by any relevant authorities), then automatically the mutual obligations to make payment are set-off and cancel each other.
- 33.2. If the aggregate amount payable by one party (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from law, compliance rules/card schemes/acquiring banks/payment processing service providers/ payment services operators requirements, as well as if it is required by any relevant authorities) exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.



33.3. The Company has the right to combine all, or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of termination of the Agreement.

## 34. Client Account

34.1. In order to facilitate trading in CFDs, the Company will open a Client Account for the Client, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company in its discretion from time to time. The minimum initial deposit may vary according to the account type of the Client Account. This information is made available on our website.

34.2. The Company may offer different account types with different characteristics, different methods of execution and different requirements. Information on the various account types is found on the Website.

### 34.3. Deceased Client Account Handling

34.3.1. In the event of a Client's death, the Company shall implement its internal Standard Operating Procedure (SOP) on Deceased Client Account Handling, in accordance with applicable laws and regulations of Seychelles.

34.3.2. Upon receipt of official notification and supporting documentation confirming the death of a client, the Company shall:

- a. Immediately flag and freeze the deceased client's account, preventing unauthorized transactions while the legal process is ongoing;
- b. Request and verify required legal documents, including the:
  - i. Certified copy of the death certificate;
  - ii. Grant of Probate (testate) or Letters of Administration (intestate) (as applicable);
  - iii. Certified valid identification of the legal representative, executor, or administrator;
  - iv. Re-sealed probate if issued outside Seychelles (Probates (Re-sealing) Act); and
  - v. Any other documentation the Company reasonably requires to establish authority.

34.3.3. The Company reserves the right to request notarization or apostille certification for any documents issued outside Seychelles and may conduct further verification of documents if deemed necessary.

34.3.4. The Company will make reasonable efforts to process the deceased Client's account and distribute the Client's funds and assets in accordance with the instructions of the legal representative, executor, or administrator, subject to applicable laws and regulations of Seychelles. The Company may request additional documentation or clarification as needed to fulfill its obligations.

34.3.5. The Company shall not be held liable for any losses, costs, or damages arising from acting in good faith upon instructions from the legal representative, executor, or administrator, provided that such actions are in compliance with applicable laws and regulations.

34.3.6. In the event of a dispute regarding the distribution of the deceased Client's assets or instructions from the legal representative, executor, or administrator, the Company may, at its discretion, withhold action until the dispute is resolved or until directed by a competent court or regulatory authority.

34.3.7. In the event of exceptional circumstances, including but not limited to natural disasters, civil unrest, government-imposed restrictions, or other force majeure events that prevent or delay the Company from acting on instructions relating to the deceased Client's account, the Company will not be liable for any delays or losses. The Company will make reasonable efforts to resume processing as soon as the circumstances allow.

34.3.8. The Client acknowledges and agrees that, in the event of their death, their account will be subject to the procedures and safeguards outlined above, and any dealings in relation to their estate will be conducted strictly in accordance with the applicable laws and regulations of Seychelles.

## 35. Temporary Block

35.1. The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:

- a. In an Event of Default of the Client according to paragraph 13 of PART A of this document and for such time that, the Company reasonably requires to examine if an Event of Default has occurred;
- b. After the Client's request to temporarily block the Client Account;
- c. The Company is informed from a reliable source that the Access Data of the
- d. Client may have been received by unauthorised third parties;
- e. The Company is informed from a reliable source of possible unlawful actions or doubtful operations of the Client
- f. In a Force Majeure Event according to paragraph 14 PART A, and for such duration that the relevant event continues to exist.
- g. An error in the request for the transfer of funds to another account was made by the Client and this resulted in the Company depositing in an incorrect trading account.

35.2. Without prejudice to any other right of the Company, the Client Account shall be unblocked in the following cases:

- a. When the Company, in its sole discretion, determines that an Event of Default has not occurred, where the Client Account was temporarily blocked;
- b. When the Client requests from the Company to unblock the Client Account where the Client Account was temporarily blocked;

- c. When the safety of the Access Data is determined by the Company and/or when the Company issues new Access Data to the Client, where the Client Account was temporarily blocked;
- d. When the Company determines that the Client has not engaged into any actions or doubtful operations;
- e. When the Client Account was temporarily blocked under PART B paragraph 5.1 (d) of this Client Agreement;
- f. When the Force Majeure event does not exist anymore, where the Client Account was temporarily blocked under PART B paragraph 5.1 (e) of this Client Agreement.

35.3. During the period for which the Client's Account is blocked, the Company shall examine the circumstances and determine whether the Client Account ought to be either unblocked or closed.

35.4. In case the Client Account is closed, the Company reserves the right to withhold, under the general right of lien under paragraph 2 of Part B of this Client Agreement, for any period the Company considers necessary, any amount it considers appropriate in order to cover any possible legally binding claims that may occur in the future related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing service providers/ payment services operators' requirements, as well as if it is required by any relevant authorities.

35.5. The Client has the right to request the Company to temporarily block his Client Account by sending an email at [support@sqfin.com](mailto:support@sqfin.com) and/or by calling the Company, with a request to temporarily block the Client Account and giving in both cases the account's phone password. The Company shall block the account within twenty-four (24) hours after receiving the said request.

35.6. In order for the Company to unblock the Client Account, which was blocked further to the request of the Client, the Client shall either send email to [support@sqfin.com](mailto:support@sqfin.com) and/or call the Company with a request to unblock the account and also point out the account phone password. The Company shall unblock the Client Account within twenty-four (24) hours after receiving the request.

## 36. Inactive Accounts

36.1. The Company reserves the right to archive any Inactive Trading Account from the Trading Platform accordingly without any prior notification. Once archived, you will no longer have access to the Inactive Trading Account however you will be able to restore and obtain any historic data the Trading Account may have.

36.2. If a Client is inactive for 90 (ninety) consecutive days (i.e. when there are no open positions during the said period) the Company reserves the right to charge \$50 USD (or equivalent) monthly inactivity fee until the balance is zeroed and render the account dormant.

- 36.3. If a Client is inactive for one year or more, the Company reserves the right to close Client's Accounts and terminate the present Agreement after rendering it dormant. Clients that wish to operate anew a dormant account will have to be KYC and AML verified from scratch.
- 36.4. Funds in the dormant account shall remain owed to the Client and the Company shall retain records and/or return such funds upon its own discretion or upon written request by the client at any time. In case the Company decides to charge inactivity fees these shall be deducted from the funds held in the clients account.
- 36.5. If a FIX API Client is inactive for 3 (three) months or more or the monthly volume is below 100 Mio USD the Company reserves the right to charge 5,000 USD quarterly Data fee

## 37. Deposits and Withdrawal

- 37.1. The Client may deposit and withdraw funds into the Client Account at any time during the course of this Agreement by using any of the payment methods available in the Clients Portal from time to time. Minimum deposit requirements as well as withdrawal commissions can be found in the Clients Portal. The Company does not accept third party or anonymous payments in the Client Account.
- 37.2. The Client shall understand and agree that if he/she uses one method of payment he/she will use the same method to withdraw funds unless this is justified in the Company's discretion. If multiple payment methods are being used, then the concept of proportionality shall apply. The Company shall set the requirements and order to be followed for withdrawals.
- 37.3. The Company has the right to request the Client at any time additional information and/or documentation to confirm the origin and/or source of funds deposited into the Client Account. The Company has the right to reject a deposit or a withdrawal of the Client if the Company is not duly satisfied with the information and/or documentation provided and/or collected.
- 37.4. The Company has the right to reject a deposit of the Client if the provisions of the transfer stated in the Clients Portal are not followed.
- 37.5. The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, identity, address and/or other information provided and/or collected is not fully verified by the Company or up to date, with the requirements of such verification vested in the Company's sole discretion.
- 37.6. If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company as soon as practically possible after the amount is cleared in the relevant account of the Company.

- 37.7. If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a transaction investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the third party performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.
- 37.8. Without prejudice to the rest of the provisions of this Agreement, the Company will effect withdrawals of Client funds upon the Company receiving a relevant request from the Client entered on the Client's Portal.
- 37.9. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall process the transaction request without undue delay and, where feasible, not later than five (5) Business Days, if the following requirements are met:
- a. The withdrawal instruction includes all necessary information;
  - b. The instruction is to make a transfer to the originating account from which the money was originally deposited in the Client Account or in case of disputable situation to an account belonging to the Client (following submission of the relevant evidence);
  - c. The account where the transfer is to be made belongs to the Client;
  - d. At the moment of payment, the Client has available funds in his Client Account;
  - e. There is no Force Majeure event which prohibits the Company from effecting the withdrawal.
  - f. The Client has satisfied any requests from the Company in relation to Know your Customer (KYC), etc.
  - g. An Event of Default occurred.
- 37.10. It is agreed and understood that withdrawals will only be effected towards the Client. The Company does not permit withdrawals to any third party and/or to an anonymous account.
- 37.11. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.
- 37.12. All payment and/or transfer charges may be borne by the Client and the Company shall debit the relevant Client Account for these charges.
- 37.13. In the case of a Client Account being closed, its Balance will be withdrawn proportionally to the accounts, from which deposits were made.
- 37.14. Unlawful actions with bank cards and/or bank accounts and/or with any other depositing method, are exceptions to the aforementioned paragraph. In the case of unlawful action(s), the Company may refund the remaining Balance as it deems fit.
- 37.15. Should an unlawful action occur, all data may be provided to the bank and/or credit institution and/or payment service provider and or similar as well as to law enforcement agencies and/or authorities.

- 37.16. In cases where the security type was changed, the Company retains the right to conduct withdrawal(s) after a five (5) Business Days' period has passed, counting from the moment that the security type was changed.
- 37.17. Without prejudice to the rest of the provisions of the Client Agreement, where a bank card is used as the depositing method, the Company reserves the right to place withdrawal limits in its systems. For additional information regarding such withdrawal limits and withdrawal procedures, please refer to your Client's Portal. The Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the transfer period.
- 37.18. In cases where more than thirty (30) days have elapsed since the Client's trading account was funded by bank card and where during this period no withdrawal of funds has been made from the trading account, withdrawal of funds may be made only to the Client's same bank card and/or in any other method determined appropriate by the Company.
- 37.19. Without prejudice to the rest of the provisions of the Client Agreement, the Client may send request(s) for funds withdrawal from the Clients Portal and the Company shall undertake to send funds to the Client's account, in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of transfer following execution of the withdrawal request.
- 37.20. The Client may request for a transfer of funds to another trading account, provided the latter trading account supports the relevant fund deposit/withdrawal method. Internal transfer shall be executed only between accounts of the same type, or between different types of accounts if the transfer amount is greater than the required minimum initial deposit.
- 37.21. The Company shall process the transfer of funds to another trading account in the currency of that trading account.
- 37.22. If during the transfer of the funds between trading accounts, the Company accidentally and/or mistakenly, effects the said transfer to an incorrect trading account, the requested amount of the said transfer shall be refunded to the Client at the expense of the Company.
- 37.23. If an error in the request for the transfer of funds to another account was made by the Client and this resulted in the Company depositing in an incorrect trading account, the Client may not be refunded.
- 37.24. Any internal transfer may be declined by the Company without any reasoning in its sole discretion.

## 38. Negative Balance Protection

- 38.1. Trading can, in exceptional circumstances, result in losses greater than the value of a Client's balance in their account where there is a price change in the underlying that is sufficiently large and sudden

to prevent the Company from closing out the position in time before a negative balance occurs. To protect all our Clients from losing more than the value of their deposits in their account, the Company provides “Negative Balance Protection”. This means that the Client cannot lose more than his overall investment.

- 38.2. The purpose of the “negative balance protection” is to ensure that a Client’s maximum losses from trading, including all related costs, are limited to the total funds that are in the Client’s trading account. This should include any funds yet to be paid into that account due to net profits from the closure of open trades connected to that account. A Client will not incur any additional liability connected with his trading. Other accounts should not be part of the Client’s capital at risk.
- 38.3. It is the Client’s responsibility to monitor, at all times, the amount deposited in his Trading Account against the amount of Maintenance Margin required as a result of his trading decisions, and it is understood that the Company has the right to take the actions relating to Margin Calls. Please read the section on Margin for further details.

## PART C – TRADING

### 39. Technical Issues

- 39.1. The Client is solely responsible for obtaining and/or maintaining compatible equipment necessary to access and use the Trading Platform, which includes at least a personal computer, internet access and telephone and/or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary, in order to ensure his connectivity to the internet.
- 39.2. The Client represents and warrants that, he/she has installed and implemented appropriate means of protection relating to the security and integrity of his computer and that he/she has taken appropriate actions to protect his/her system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Trading Platform or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Company’s Trading Platform from his/her personal computer.
- 39.3. The Company will not be liable to the Client if his/her computer system fails, damages, destroys and/or formats his/her records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his/her hardware configuration or mismanagement, the Company will not be liable.
- 39.4. The Company will not be liable for any such disruptions and/or delays and/or problems in any communication experienced by the Client while using the Trading Platform.

## 40. Opening and Closing Orders

- 40.1. To open a Transaction in an FX and CFD on the Trading Platform, the Client must either open a Buy or a Sell, at the price quoted by the Trading Platform at the time of such Transaction. In order to close a Transaction, the Client must either offer to sell (in the case of a Buy), or purchase (in the case of a Sell), the Underlying Asset covered by such open Transaction, at the price quoted by the Trading Platform at the time of such closing offer. Transactions or open positions cannot be transferred to other FX and CFD providers or their platforms. Full details of our Order Execution Policy can be found on the Website.
- 40.2. The Trading Platform will provide a Buy quote and a Sell quote for each Underlying Asset traded on the Trading Platform. The Client acknowledges that upon opening a Buy or closing a Sell, may only do so at the price quoted by the Trading Platform to purchase such Underlying Asset. The Client further acknowledges that upon opening a Sell or closing a Buy, may only do so at the price quoted by the Trading Platform for such Underlying Asset.
- 40.3. On the Trading Platform, Clients shall be entitled to make an offer to open a Transaction at the best available rate on the Trading Platform ("Market Order") at the time of opening such a Transaction, unless you specify a particular price in which to make an offer to open a Transaction ("Limit Order"). With respect to a Market Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. The Client agrees that your offer to open a Market Order may be accepted at a lower price or higher price than the price indicated by you in your Market Order, within a certain range as specified on the Trading Platform from time to time. If you choose to open a Market Order, your offer will be accepted at the best possible rate offered on the Trading Platform.
- 40.4. With respect to a Limit Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. The Client agrees that the offer to open a Limit Order may be accepted at a lower price if a buy, or higher price if a sell, than the price indicated by you in your Limit Order as specified on the Trading Platform from time to time. If you offer to open a Limit Order, your offer may be accepted at the price indicated by you in your offer. At any time prior to acceptance of a Limit Order, you may cancel the Limit Order without any further liability. If you choose to open a Limit Order, your offer will be accepted at the best possible rate offered on the Trading Platform.
- 40.5. Orders can be placed and (if allowed) changed within the Trading Hours for each type of FX and CFD appearing on the Company's Website, as amended from the Company from time to time. The Client agrees that the Orders to open a position if accepted by the Company outside the Trading Hours may not be capable of execution should the market not trade at the price stipulated once Trading Hours commence.
- 40.6. Pending Orders, not executed, shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the



relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

- 40.7. Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be cancelled.
- 40.8. Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Trading Account Equity reaches zero.
- 40.9. Orders may be removed by the Client before they are executed.
- 40.10. Stop loss and Take Profit orders may be changed as long as they are higher in distance than a specific level (depending on the trading symbol)
- 40.11. The Client may change the expiration date of Pending Orders or delete or modify a Pending Order before it is executed. In order to change the expiry, the Client will need to cancel the Order and place a new one.
- 40.12. FX and CFD Orders on currencies are executed as follows:
- a. Take Profit (T/P) orders are executed at stated prices;
  - b. Stop Loss (S/L) orders are executed at first market prices;
  - c. Stop Loss (S/L) orders set for lock positions are executed at first market prices;
  - d. Limit orders are executed at stated prices;
  - e. Buy Stop and Sell Stop orders for position opening are executed at first market prices
- 40.13. The Client acknowledges and agrees that due to market volatility and factors beyond its control, the Company cannot guarantee that an Order will be executed at the level specified in the Client Order, for example, an Order may be closed at a worse price than as originally specified by the Client in such an Order. In such an event, the Company will close the Transaction at the next best price. For example, with respect to a Close at Loss, in the case of a Buy to close, the price of an Underlying Asset of such Order may suddenly increase above the Close at Loss price, without ever reaching such price. In the case of a Sell to close, the price of an Underlying Asset of such Order may suddenly decrease below the Close at Loss price, without ever reaching such price.
- 40.14. With respect to a Close at Profit where the price for an Underlying Asset moves to the Client's advantage (for example, if the price goes down as the Client Buys or the price goes up as the Client Sells), the Client agrees that the Company can pass such price improvement on to the Client.

40.15. In the event that the Company is unable to proceed with an Order, with regard to price or size or other reason, the Company not send a re-quote to the Client (with the price it is willing to deal until the price the Client asks is available). The Order will be rejected, and the Client will need to place another Order.

## 41. Prohibited Actions

41.1. The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform.

41.2. The Client will use the Trading Platform only for the benefit of his Client Account and not on behalf of any other person.

41.3. It is absolutely prohibited to take any of the following actions:

- a. Use any software, which applies artificial intelligence analysis to the Company's system and/or Trading Platform.
- b. Trading in concert with other Clients and/or accounts including trading from the same IP addresses and/or devices without having obtained prior approval from the Company in writing.
- c. Intercept, monitor, damage or modify any communication which is not intended for him.
- d. Use any type of spider, virus, worm, Trojan-horse, time bomb and/or any other codes and/or instructions that are designed to distort, delete, damage and/or disassemble the Trading Platform and/or the communication system or any system of the Company.
- e. Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- f. Do anything that will or may violate the integrity of the Company's computer system or Trading Platform or cause such system(s) to malfunction.
- g. Take any action that could probably allow the irregular and/or unauthorised access of the Trading Platform.
- h. Use (or allow another person to use) any software, program, application, or other device, directly or indirectly, to access or obtain information through the Trading Platform or automate the process of accessing or obtaining such information.
- i. Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s);
- j. Use the Trading Platform in contravention of this Agreement.
- k. send massive requests on the server which may cause delays in the execution time;
- l. Abusive Trading (see PART G Definitions).

41.4. Internet connectivity delays and price feed errors sometimes create a situation whereby the prices displayed on Trading Platform do not actually reflect the market rates. Trading strategies aimed at exploiting errors in prices and/or at concluding trades at off-market prices or taking advantage of these internet delays are not permissible on the Trading Platform. Abusive exploitation of the Trading Platform and Transactions that rely on price latency arbitrage opportunities are strictly prohibited.

- 41.5. Client's trading activity patterns that indicate that the Client solely aims to benefit financially without being genuinely interested in trading the markets and/or in taking market risk such as internal hedging within the Client's account and/or in coordination with other parties, or exploitation of the 'no negative balance' policy, fraud, manipulation, cash-back / bonus arbitrage, or trading with the sole aim of generating third party commission, or trading exclusively and/or the majority of the volumes during illiquid periods, or uses EAs in bad faith, hedging in bad faith, use of excessive leverage, 'expected' price gap abuse, trading on off- market quotes, churning, overloading the system with orders, multiple account operation which includes (i) accounts operating from the same location, (ii) using/indicating the same IP address / ID / phone number / etc, (iii) multiple accounts displaying the same deposit and withdrawal patterns, (iv) accounts showing similar or identical trading patterns or (v) accounts sharing the same device or any other forms of deceitful or fraudulent activity, is considered Abusive Trading which will constitute all Transactions carried and/or profits or losses garnered as invalid.
- 41.6. Client activity that, either once-off or systematically takes advantage of inefficient or delayed or wrong price feeds/commissions or relies on insider knowledge on the way prices will move or manipulates the price gaining insight into its moves before these take place, by trading on them, is considered Abusive Trading.
- 41.7. Use of any software, which has as its purpose the application of any kind of artificial intelligence analysis to the Trading Platform and/or computer system(s), is prohibited.
- 41.8. If the Company reasonably suspects or determines in its absolute discretion that based on the Client's trading strategy or other behaviour, that the Client deliberately and/or systematically exploits or attempts to exploit any errors in prices and/or off-market prices or violates or is about to commit any violation of the provisions of paragraphs 3.1 to 3.7 of this section or any other violations under any other agreement between the Company and the Client, the Company is entitled to take one or more of the following countermeasures:
- Restrict or block the Client's access to the Trading Platform;
  - Terminate the Agreement immediately;
  - Close the Client Account immediately;
  - Close/suspend/block (either temporarily or permanently) all of the Client's Trading Accounts and/or the accounts of any other client that the Company considers to be involved in the above activity;
  - Cancel all Transactions, and/or suspend/ close any trades or prevent their modification/opening;
  - Block or cancel or nullify any internal transfers and/or disable withdrawal automations;
  - Change/decrease the leverage, and/or disable EAs;
  - Cancel or nullify any profits, and/or take away any standard and/or customized trading conditions or advantages;
  - Change/increase the margin requirements
  - Take legal action for any losses suffered by the Company.
  - Make the necessary corrections or adjustments on the account(s) involved including, without limitation, adjusting the spreads/commissions available to the Client;

- l. Make the necessary corrections or adjustments on the account(s) involved including, without limitation, adjusting the spreads/commissions available to the Client;
  - m. Cancel from the account(s) involved any historic trading profits that the Company can document as having been gained through such abuse of liquidity at any time during the client relationship;
  - n. Take away/terminate/cancel or modify any standard and/or customized trading conditions or advantages offered to the Client or restrict trade opening/modification/closing;
  - o. Confiscate any profits and/or revenues earned directly or indirectly from such errors and/or charge the Client additional fees in these cases and/or nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges and/or to set-off the balances from any unjustified amounts generated from such errors from any of the Client's Trading Accounts with the Company;
  - p. Prohibit Clients from opening any new Trading Account(s) to trade with the Company and in cases where a Client may successfully open a new Trading Account and trade with the Company due to any technical and/or human error, the Company reserves the right to immediately close Client's Trading Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges
  - q. Take any other action deemed necessary at the Company's discretion;
- 41.9. The foregoing does not limit in any way the powers and rights of the Company emanating under any other agreement between Parties.

## 42. Safety of Personal Credentials

- 42.1. Client is entitled to Account Credentials, so as to place Orders from his/her Client Account and perform various operations. The Client agrees to keep it secret and not to disclose any Account Credentials to any person.
- 42.2. The Client may change his Account Credentials with the exception of username, email address, phone password.
- 42.3. The Client should not write down his/her Account Credentials. If the Client receives a written notification of his/her Account Credentials, he/she must destroy the notification immediately.
- 42.4. The Client agrees to notify the Company immediately if he/she knows or suspects that his Account Credentials has or may have been disclosed to any unauthorised person. The Company will then take steps to prevent any further use of such Account Credentials and will issue the Client with replacement Account Credentials. The Client will be unable to place any Orders or perform any non-trading operations until he/she receives the replacement Account Credentials.
- 42.5. The Client agrees that he will cooperate with any investigation the Company may conduct into any misuse or suspected misuse of his Account Credentials.

- 42.6. The Client acknowledges that the Company bears no responsibility if unauthorized third persons obtain access to information, including electronic addresses, electronic communication, personal data and Account Credentials when the above are transmitted between the parties and/or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- 42.7. It is agreed and understood that all Orders made via the Trading Platform and non-trading operations on the Clients Portal are deemed to have been made by the Client and are binding on the Client.

### 43. Intellectual Property

- 43.1. This Agreement does not convey an interest in, or to the Trading Platform but only a limited, non-exclusive right of use of the Trading Platform according to the terms of this Agreement.
- 43.2. Nothing in this Agreement constitutes a waiver of the Company's or any other third party's intellectual property rights.
- 43.3. The Client is permitted to store, display, analyze, modify, reformat and print the information made available to him through the Website or the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. The Client hereby agrees not to reproduce, duplicate, copy, modify, repair, develop or re-sell any part of the Trading Platform.
- 43.4. The Trading Platform, all copies and any derivative work thereof (by whoever created), the associated goodwill and any Intellectual Property Rights in the Trading Platform, are and shall remain owned solely by us or our licensors.
- 43.5. Unless expressly permitted in this Agreement, you shall not:
- a. assign, sublicense, transfer, pledge, lease, rent, distribute or share the Trading Platform or any rights thereto under the Client Agreements;
  - b. separate any component part of the Trading Platform, or separately use any component part thereof on any equipment, machinery, hardware or system whatsoever;
  - c. decompile, disassemble, reverse compile, reverse engineer, create derivative works of or reproduce (other than one copy solely for backup and archival purposes) the Trading Platform or any parts thereof;
  - d. remove or destroy any proprietary marking or legends placed upon or contained within the Trading Platform;
  - e. develop methods to enable unauthorized parties to use the Trading Platform;

- f. attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Trading Platform by any means whatsoever;
- g. provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Trading Platform for the benefit of third parties;
- h. work around any technical limitations in the Trading Platform, or use any tool to enable features or functionalities that are otherwise disabled in the Trading Platform;
- i. use similar processes and functions to develop competing features or functions with the Trading Platform;
- j. use the Trading Platform or any Financial Data to conduct any fraudulent, inappropriate or illegal activities, including without limitation deceptive impersonation;
- k. permit or encourage any third party to do any of the foregoing.

## PART D – EXECUTION

### 44.Execution

- 44.1. The trading procedures of the Company (including but not limited to the types of Orders and way of execution) are found on the Company's Website.
- 44.2. It is understood that in relation to individual transactions, depending on the type of Client Account held by each Client, the Company will either be executing Orders as a counterparty in the particular transaction in which case the Company will be the execution venue or it will be transmitting the Orders for execution to a third party (known as Straight Through Processing, STP), in which case the Company will not be acting as a counterparty in the transaction and the execution venue will be a third party.
- 44.3. Orders are placed by the Client with the Company, with the use of Account Credentials on the Trading Platform, through the Client's compatible personal computer connected to the internet. The Company will be entitled to rely and act on any Order given by using the Account Credentials on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.
- 44.4. The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. It is agreed that if the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client's responsibility to monitor his positions at all times.

## 45. Decline of Client's Orders

45.1. Without prejudice to any other provisions herein, the Company is entitled to decline or refuse to accept and/or transmit or arrange for the execution of any Order of the Client in CFDs, for any good reason including but not limited in any of the following cases as applicable to CFDs:

- a. If the Order precedes the first Quote in the Trading Platform on the market opening;
- b. Under abnormal market conditions;
- c. If the Client has recently made an unreasonable number of requests in comparison to the number of Transactions;
- d. If the Client's Free Margin is less than the Initial Margin or the Necessary Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;
- e. It is impossible to proceed with an Order due to its size or price, or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Order, or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or it is impossible for the Order to be executed due to the conditions of the relevant Underlying Market;
- f. Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- g. In consequence of any request made by the regulatory and/or supervisory authorities of Seychelles and/or further to a court order;
- h. Where the legality or genuineness of the Order is under doubt;
- i. There is an absence of essential detail of the Order or the Order is not clear or has more than one interpretation;
- j. The Transaction Size is less than the minimum Transaction Size for the particular CFD as indicated in the Contract Specifications;
- k. A Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);
- l. Internet connection or communications are disrupted;
- m. A Force Majeure Event has occurred;
- n. In a suspected or actual Event of Default of the Client;
- o. The Company has sent a notice of Termination of the Agreement to the Client;
- p. The Client has failed to meet a Margin Call of the Company;
- q. The Client Account is temporarily blocked or is rendered dormant or is closed.

## 46. Transactions Records

46.1. The Client may find, information about his/her trading activities, as well as other information about his/her trades and orders, online via the personal account. Clients' accounts are updated no later than 24 hours after any activity takes place. The Company is no under obligation to provide this information in hard copy or by email unless otherwise decided under its discretion and with upon payment of the fee charged.



- 46.2. If the Clients think there is a problem with their Account Information, should contact the Company as soon as possible and not later than 48 hours following the day on which the Account Information is posted. Otherwise, the Account Information will be conclusive evidence of your transactions, concluded trades, your open positions, margin, and cash balances.
- 46.3. We shall keep your records, including the Account Information, for at least seven years after your account is closed. This period may be extended by Applicable Law or agreement between us in writing. These records will be our sole property.

## 47. Margin

- 47.1. The Client must deposit and maintain the Initial Margin and/or Hedged Margin in the amount established by the Company at the time the position is opened.
- 47.2. It is the Client's responsibility to ensure that he understands how Margin is calculated.
- 47.3. The Company has the right to change Margin requirements with prior notice to the Client. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.
- 47.4. Lower Margin requirements for a specific Financial Instrument apply to all positions opened for this Financial Instrument.
- 47.5. The Company reserves the right to increase the size of Margin requirements, before the close of the market before weekends and holidays. Information about the time frames during which increased Margin requirements are in effect is published in the Client's Portal and/or on the Company's Website.
- 47.6. Increasing the amount of hedging in Market Maker accounts (and for the Underlying Assets that are subject to Hedged Margin) will result in a reduction of Margin requirements for new hedging orders.
- 47.7. Reducing the amount of hedging in Market Maker accounts (and for the Underlying Assets that are subject to Hedged Margin) is treated as opening a new position and will result in a proportional (based on the amount) change in Margin requirements on previously opened positions for the corresponding financial instrument.
- 47.8. The Margin requirements applicable to the different CFDs can be found in the Contract Specifications on the Website. If at any time the Equity falls below a certain percentage of the Necessary Margin, specified in the Contract Specifications section on the Website, the Company has the right to close any, or all of the Client's Open Positions without the Client's consent or any prior Written Notice to him. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client



Account, at reasonable exchange rates as the Company will select, having regards to the prevailing market rates.

- 47.9. If a Margin Call notification is sent to the Client Terminal, the Client will not be able to open any new positions, except where permitted by the Company, hedging position(s) to reduce margin. If the Client fails to meet the Margin Call, his Open Positions are closed starting from the most unprofitable.
- 47.10. The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.
- 47.11. Margin must be paid in monetary funds in the Currency of the Client Account.
- 47.12. The Client undertakes neither to create, nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

## 48. Trailing Stop, Expert Advisor and Stop Loss Orders

- 48.1. The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor and/or any other automated processes are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.
- 48.2. The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

## 49. Trade Confirmation and Reporting

- 49.1. The Company will provide the Client with online access to his/her Client Account via the Trading Platform, which will provide him with sufficient information, including information on Order(s) status, Client Account status, Balance in the Client Account and trade confirmations in respect of each executed Order.
- 49.2. Trade confirmations will be available on the Trading Platform prior to the close of the back office on the Business Day following the day on which the order is executed.
- 49.3. If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (though the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the day of receipt of the said trade confirmation.

## PART E – CFDs

### 50. CFD Order Execution

- 50.1. Orders can be placed, executed and (if allowed) changed or removed within the trading hours for each CFD appearing on the Company's Website, as amended by the Company from time to time and if they are not executed, they shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.
- 50.2. 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.
- 50.3. Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Client Account Equity reaches zero and/or for any other justifiable reason.
- 50.4. Orders cannot be changed or removed if a trade confirmation is sent, or they are executed or being executed, or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.
- 50.5. The Client may change the expiration date of Pending Orders.

### 51. Key Risks of CFDs

- 51.1. The Client must be aware that CFDs are complex derivative products and come with a high risk of losing money quickly due to leverage. Trading with leverage magnifies your gains and losses, so small price changes in the Underlying can result in large losses or gains. It is therefore possible that you may lose more than your deposit in a trade.
- 51.2. The Underlying of CFDs are often made up of equities, foreign exchange, commodities, cryptoassets and similar assets. The markets of these assets can be volatile, which means the prices of the assets and CFD products can change rapidly and are therefore unpredictable.
- 51.3. Clients should trade CFDs if:
- a. have sufficient and relevant knowledge about or experience in, trading in volatile markets;

- b. have time to manage their transactions on an active and ongoing basis;
- c. fully understand how CFDs work
- d. understand the use of margin or leverage creates greater risks,
- e. understand that there are situations where the Company will close out transactions without giving notice;
- f. are trading with money they can afford to lose;
- g. have a high-risk tolerance; and
- h. want to gain short term exposure to a product/market.

51.4. Client should ensure they fully understand the risks involved before using the Services and, if required, take appropriate investment, financial, legal, tax and other necessary professional, independent advice. More information on the risks associated with trading CFDs is set out in the Risk Warning Disclosures. Clients should read this document and fully understand the risks before entering into this Agreement.

## 52. Key Risks of CFDs on CryptoAssets

52.1. The below risks are additional risks disclosed under Part E section 2 above, that Clients should be aware when trading for CFDs on cryptoassets:

- a. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any cryptoassets, the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the CFD cryptoassets trading services at the time of Clients order or trade.
- b. The actual market rate at which a market order or trade is executed may be different from the rate that is displayed on the trading platform at the time that the Client makes the order, if prices are fluctuating substantially.
- c. Cryptoassets are a unique kind of product, backed by technology and trust, unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver. This means there is no central bank that can take corrective measure to protect the value of cryptoassets in a crisis or issue more currency.
- d. As cryptoassets are virtual products, they may become 'delisted' or unsupported at any time, which means they may no longer be offered for sale or exchange on markets. If this happens, the cryptoassets may become worthless.
- e. Under certain market conditions, it may be difficult or impossible to liquidate a position, such as where the market reaches a daily price fluctuation limit or where there is insufficient liquidity in the market.
- f. As cryptoassets are digital assets, there is a risk that third parties may obtain unauthorised access to Clients' information and/or assets;
- g. Cryptoassets are often traded using independent blockchain technology. The use of blockchain and other thirdparty networks will be subject to any changes and/or amendments in their systems and to any Applicable Law which may apply to them. We are not responsible for any failure, mistake, error, or breach of third party networks. The Company does not guarantee the services provided by and the security of third party networks; and

- h. Cryptoassets are operated by underlying software protocols which are not owned or controlled by the Company in respect of which cryptoasset CFDs are available for trading on the platform. The underlying software protocols are 'open source', which means anyone can use, copy, modify, and distribute them. The underlying protocols are subject to sudden changes in operating rules (called "Forks"), and such Forks may materially affect the value, function, and/or even the name of the cryptoasset which we hold for your benefit.

52.2. Clients should trade CFDs on cryptoassets if:

- a. have sufficient and relevant knowledge about or experience in, trading in volatile markets;
- b. are trading with money they can afford to lose;
- c. have a high-risk tolerance;
- d. want to gain short term exposure to cryptoassets; and
- e. have time to manage your transactions on an active basis and understand that active management may be required at short notice due to the volatility of the cryptoasset market.

## 53.Quotes

53.1. The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

53.2. It is understood that Quotes on the Client Terminal are Indicative Quotes and Slippage may occur.

53.3. In the event that the Company is unable to proceed with the execution of an Order, with regard to its price or size or for any other reason, the Company may send a re-quote to the Client with the price it is willing to deal.

53.4. The Company will delete Error Quotes (Spikes) from the Trading Server's Quotes Base.

53.5. The Company has the right not to provide Quotes and not execute Orders in case when the price of Underlying Asset becomes negative.

## 54.Leverage

54.1. The Company has the right to change the Client Account leverage (higher or lower) without prior notice according to the conditions described on the Website of the Company.

54.2. An automatic change in Leverage pursuant to the rules established by the Company, as well as a change in Leverage made by the Client through his/her Portal will result in a recalculation of the Margin requirements for all of the Client's positions.

54.3. The Company has the right:

- a. To set the leverage on the Client's trading account at no more than 1:200, 3 (three) hours before market closing before weekends and holidays, if the trading account's current leverage exceeds 1:200. This change will affect the transactions to be opened within the aforementioned time period of 3 (three) hours.
- b. To limit the size of the offered leverage and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.
- c. The information about leverage changing is in the Clients Portal. If the information on the Website contradicts information in the Clients Portal, the priority is information in the Clients Portal.

## 55. Financing Charges

55.1. Some CFDs available with the Company may have a daily financing charge. Financing Charges for different types of CFDs appear in the Contract Specifications

## 56. Lots

56.1. The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

## 57. Other

57.1. The Company at its sole and absolute discretion may offer and/or provide to Client customised trading conditions/advantages as these will be specified between the Company and the Client and/or as the Client might be notified from time to time by the company. Further details about such customised trading conditions/ advantages (as and if applicable) might be found in the Clients' Portal and/or the Website. Company reserves the absolute right to cancel / terminate/modify/change such customised trading conditions /advantages provided to the Client in case of doubtful operations by the Client or for any other reason at the discretion of the Company and under no circumstances shall the Company be held liable for any consequences or loss in such a case.

## PART F – COPY TRADING

*Part F sets out the specific terms that will apply to you in addition to the General Terms and Conditions outlined above in the Client Agreement, when using the copy trading functionality on the SquaredFinancial platform.*

### 58.What is Copy Trading

- 58.1. When Clients use the copy trading services, do not receive investment management services by the Company neither discretionary or otherwise; the Client is permitted to take advantage of functionality which allows him/her to execute multiple orders without manual intervention on an execution only basis. If you require an investment management service, or a discretionary manager for a securities portfolio, SquaredFinancial is not able to provide this to you.
- 58.2. The platform provides you with the ability to interact, follow and copy other traders, strategies by using the information, as well as providing you with "social trading features". Social trading features include detailed account information, trading histories, risk profiles, and other information in relation to SquaredFinancial traders, strategies that may be useful to you when deciding whether to copy such SquaredFinancial trader or strategy.
- 58.3. Copy trading is a trading functionality which allows you to copy the account of other traders. You do this by either copying a specific SquaredFinancial trader account. By placing a copy order, the Client authorizes SquaredFinancial to automatically recreate this account for the client in your SquaredFinancial account, without any prior consultation, consent or approval. This will be done on a pro rata basis with the same products and the same trading instructions. For example, we may start copy trading, stop copy trading and/or pause the copying of the copied trader, account and/or strategy and set limits to any position etc.
- 58.4. Please read paragraph 2 of PART F- "Our copy trading service", and paragraph 8 of PART F- "Placing an order" for more information on how to place a copy trade on the SquaredFinancial platform.

### 59.The Copy Trading Service

- 59.1. We offer a copy service which allows you to copy trades on the SquaredFinancial platform in two ways:
- Copy Trader: where you can choose to copy the orders in an account of a single SquaredFinancial trader; and
  - By providing Copy Trader functionality, we are not giving you investment advice, nor are we making any investment recommendations as to any of the strategies, assets or trades. It is your decision whether or not to trade or invest on the basis of Copy Trader functionality.

## 60. Classification of Trade

- 60.1. The copy trade service may result in trades in a number of financial instruments. Each trade opened on your behalf as part of the Copy Trader functionalities will usually be classified under the same asset class as classified in the copied account.
- 60.2. If you are restricted from trading a certain asset class or specific product due to Applicable Law or other regulatory requirements, then we will take reasonable steps, where permitted by Applicable Law and where our service enables this, to ensure that an equivalent or similar trade is opened in your account to replace the restricted trade (for example, replacing a CFD trade with a trade in the underlying product). If we replace a trade for you, we cannot guarantee that the risk rating and economic performance of the replacement trade will match that of the restricted trade. Where in our sole discretion we do not replace a trade with an equivalent or similar trade for any reason (for example, as a result of a restriction due to Applicable Law or where no suitable replacement exists), your economic performance, portfolio composition, risk rating and other factors relating to your portfolio may deviate from that of the SquaredFinancial trader being copied.
- 60.3. You should read the General Terms and Conditions and the category which applies to the underlying instrument for more information

## 61. Regulatory Status of Copy Trading Service and Suitability Assessment

- 61.1. Our copy trading functionality does not amount to a form of discretionary investment management under Seychelles law as you are pre-authorizing us to execute trades and we are not exercising discretion in relation to those trades, nor are you paying any performance management fee.

## 62. Limitation to our Copy Trading Service

- 62.1. We do not provide personalised investment recommendations, investment advice, tax related advice or other financial related advice of any kind. Any explanation or information which we give to you as part of a copy trade, or about the performance of the copy trade is not intended to be and should not be considered as advice. This information is provided by us solely for informational purposes.
- 62.2. You may use any information gathered from our website or social trading features as a starting point for your own independent research and investment decision making. However, you should not make any investment decisions based on information provided on the SquaredFinancial platform or SquaredFinancial Community.
- 62.3. We will take reasonable steps to monitor the performance of any copied trader under the Copy Trader functionality. We reserve the right to pause, stop, or block any SquaredFinancial trader from being copied under the Copy Trader functionality.

## 63.Key Risks of Copy Trading

- 63.1. In making a decision to copy a specific trader / traders or strategy, you should consider your financial situation, including your financial commitments. You should understand that copy trading is highly speculative and that you could sustain significant losses exceeding the amount used to copy a trader or traders as a result of the following:
- a. it will involve automated trading execution whereby trades are opened and closed in your account without your manual intervention;
  - b. if you manually modify or close an order generated by the Copy Trader functionality, you may achieve a materially different result than the trader that you copied;
  - c. copied trades in amounts lower than the minimum trade will not be opened;
  - d. if you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened;
  - e. cash-out and withdrawals by the copied trader or strategy, when you are using the Copy Trader may also generate a materially different result than the trader that you copied as it may affect the copy trading proportions. This is due to a number of different factors including starting account balance, minimum trade size, the investor's account settings, differences in spread, interest and investment price at time of investment, and also the difference in fees that may be incurred;
  - f. following/copying the trading decisions of inexperienced and/or unprofessional traders;
  - g. following/copying traders whose ultimate purpose or intention, or financial status may differ from yours; and/or
  - h. following and/or copying traders who trade products restricted as a result of Applicable Law in relation to your account and where a replacement equivalent trade cannot be executed may result in in the economic performance, portfolio composition, risk rating and other factors relating to your portfolio deviating from the portfolio of the copied trader.
- 63.2. We do not provide any guarantee as to the performance of any particular investment, account, trader or strategy. Please refer to the category which applies to the underlying product that you are copying for more information on the risks associated with trading that product.
- 63.3. Past performance, risk scores, statistics and any other information with respect to SquaredFinancial traders under our Copy Trader functionality, are not reliable indicators of future performance. We do not represent or guarantee that you will achieve profits or losses similar to those shown on the SquaredFinancial trader that you are copying. We also do not represent or guarantee that the risk score of a trader will accurately reflect the risk of their future performances.
- 63.4. Please refer to the General Terms and Conditions of the Client Agreement for more information on the key risks of using our services.



## 64. Conflict of Interest

64.1. We will endeavour to manage conflicts and potential conflicts of interest when providing our services. However, there may be instances where your interest conflicts with our interests, or with another client's interest. For example, with respect to copy trading, we may compensate popular SquaredFinancial traders who you and/or others have elected to follow and/or copy.

## 65. Placing an Order

65.1. Before you enter into the copy trade, you will need to allocate the amount of money you would like to put towards that copy trade. Such amount shall be allocated in transactions at the same proportion as it is allocated in the copied account. We will then automatically execute that order for you, which means we will not obtain your confirmation before we do this. The opening of such transactions shall not require any prior consultation, consent or approval. Trades below the minimum trade amount shall not be opened.

65.2. There are a number of order restrictions when copy trading, including on the minimum and maximum amount that can be invested in any SquaredFinancial trader or portfolio that you copy, the minimum amount on any single copy trade, and the maximum number of traders that you can copy. The full restrictions are listed on our website.

65.3. When you are using our CopyTrader service, you can choose to copy:

- a. all trades which are currently open in a certain account as well as new trades which are opened after you begin to copy the trader in such account; or
- b. only new trades which are opened after you begin to copy the trader's account. This means that we will not copy any trades in the trader's account which were entered into before this point.

65.4. Notwithstanding paragraph 3.2 of PART F, if you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened. If the relevant markets are closed at the time of copying (for example during a market break) we will open a market order for you and once the market reopens, your order will be executed at the first available price.

65.5. If you are copying only new trades:

- a. we will open your positions at the same time as the trades being copied; and
- b. all instructions and actions related to the copied trade will automatically be replicated in your SquaredFinancial account (subject to the trade size as explained above), including stop losses, take profits and the closing of trades. For example, if a trader that you are copying extends their

stop loss by adding more funds to their account then your stop loss will be adjusted automatically to reflect this. However, your position amount will remain the same as its initial amount.

65.6. The copy trading service has a number of other functionalities that we may make available to you from time to time. However, we may add, remove, or change the availability and features of these functionalities, at our discretion. This may impact how you can use the copy trading service on our platform, for example whether you can copy all trades or only new trades of a trader or a portfolio.

65.7. Netting mode is excluded from Copy trading.

## 66.Fees and Costs

66.1. When you place a copy trade, we will charge you fees on the same basis as those charged to the copied account for the same trades. Please refer to the category which applies to the underlying product that you are copying for more information on the fees and costs associated with that copy trade.

66.2. Please also refer to paragraph 6 PART A of the Client Agreement for more information on our fees and costs.

## 67.Our Rights and your rights in special circumstances

67.1. Please refer to the category which applies to the underlying product that you are copying for more information on our rights and your rights in special circumstances, as well as Part A and C of the Client Agreement.

## 68.Liability

68.1. Subject to Applicable Law, neither SquaredFinancial Seychelles nor any affiliates or associate third parties will be liable for any losses arising from:

- a. actions taken by us in order to carry out your written or spoken instructions;
- b. decisions or actions taken by a SquaredFinancial trader that you have chosen to copy; and/or
- c. specific investment decisions or actions taken or omitted in good faith by any copied account strategy.

## PART G – DEFINITIONS

In this Agreement:

**“Abusive Trading”** shall mean the following actions, but not limited to, pip-hunting, scalping, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform, a combination of faster/slower feeds, use of any robots, spiders or other automated data entry system with the Trading Platform (unless the Client receives express written consent by the Company prior to activating the robot), violation of the Client’s obligations.

**“Account Credentials”** shall mean a unique username and password used by you to access and use the Trading Platform.

**“Affiliate”** shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

**“Agreement”** shall mean this “Client Agreement” with its Appendix I and Appendix II and the following documents found on the Company’s Website: Risks Disclosure and Warnings Notice, Order Execution Policy, Conflicts of Interest Policy as amended from time to time and any subsequent Appendices added thereto.

**“Authorized Person”** shall mean you or any of your officers, partners, principals, or employees.

**“Applicable Regulations”** shall mean:

- a. FSA Rules or any other rules of a relevant regulatory authority having powers over the Company;
- b. the Rules of the relevant Market; and
- c. all other applicable laws, rules and regulations of Seychelles.

**“Ask”** shall mean the higher price in a Quote at which the price the Client may buy.

**“Balance”** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

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

**“Bid”** shall mean the lower price in a Quote at which the Client may sell.

**“Base Currency”** shall mean in an FX Contract the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Business Day”** shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Seychelles or international holidays to be announced on the Company’s Website.

**"Buy"** shall mean a Transaction in FX and CFD that is opened by offering to buy a specific number of a certain Underlying Asset and may also in our dealings with you in FX and CFDs, be referred to as a "long" or "Long Position".

**"Client Account"** shall mean the unique personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Trading Platform, the balance of the Client money and deposit/withdrawal transactions of the Client money.

**"Client Terminal or Platform"** shall mean the Meta Trader Platform version 4 or 5, or other platform trading facilities including (but not limited to) web and mobile, which are used by the Client in order to obtain information on Underlying Markets in realtime, make Transactions, place or delete Orders, as well as to receive notices from the Company and keep record of Transactions.

**"Close at Loss"** shall mean an offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price.

**"Close at Profit"** shall mean offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price.

**"Closed Position"** shall mean the opposite of an Open Position.

**"Completed Transaction"** shall mean two counter deals of the same size and instrument (opening a position and closing a position): i.e. buy then sell and vice versa in CFD trading.

**"Contract for Difference or CFD"** shall mean the Financial Instrument which is a contract between the parties (typically described as "buyer" and "seller"), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller.

**"Contract Specifications"** shall mean the principal trading terms in CFD (for example Spread, Trading Commission, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, swap charges, other charges etc.) for each type of CFD as determined by the Company from time to time.

**"Currency of the Client Account"** shall mean the currency that the Client Account is denominated in, as available by the Company from time to time.

**"Currency Pair"** shall mean the object or Underlying Asset of an FX Contract based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency. "Difference" shall mean in an FX and CFD the difference in price upon the opening of a Transaction and the closing of such Transaction.

**"Durable Medium"** shall mean any instrument which enables the recipient to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored

**"Equity"** shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:

- a.  $\text{Equity} = \text{Balance} + (\text{Floating Profit} - \text{Floating Loss})$ ; and/or
- b.  $\text{Equity} = \text{Free Margin} + \text{Margin}$

**"Error Quote (Spike)"** shall mean an error Quote having the following characteristics:

- a. A significant Price Gap; and
- b. In a short period of time the price rebounds with a Price Gap; and
- c. Before it appears there have been no rapid price movements; and
- d. Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

**"Event of Default"** shall have the meaning given Part A paragraph of this document (Client Agreement).

**"FATCA"** shall mean the United States federal law "Foreign Account Tax Compliance Act".

**"Financial Data"** shall mean any financial and market data, price quotes, news, analyst opinions, research reports, signals, graphs or any other data or information whatsoever available through the Trading Platform.

**"Financial Institution"** shall mean banks, financial institutions, brokers or other trading organizations.

**"Financial Instrument"** shall mean the Financial Instruments provided by the Company based on its license.

**"Floating Profit/Loss"** shall mean current profit/loss on Open Positions calculated at the current Quotes (added any Trading Commissions or fees if applicable) in CFD trading.

**"Force Majeure Event"** shall have the meaning as set out in Part A paragraph 12 this document (Client Agreement).

**"Free Margin"** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

**"FSA"** shall mean the Financial Services Authority of Seychelles, which is the Company's supervisory authority.

**"FSA Rules"** shall mean the Rules, Directives, Regulations, Guidance notes opinions or recommendations of FSA.

**"FX Contract" or "FX"** shall mean the type of CFD where the Underlying Asset is a Currency Pair. Hence, any mention to CFDs in this Agreement also covers FX Contracts. So, although, FX Contracts are included in the definition of CFDs, they may be mentioned separately in this Agreement and/or on the Company Website and various Company policies.

**"Hedged Margin"** shall mean the necessary margin required by the Company so as to open and maintain Hedged Positions in CFD trading.

**"Hedged Positions"** shall mean long and short positions of the same size and instrument, opened on the trading account.

**"Inactive Trading Account"** shall mean any Trading Account that did not show any open orders/position for a period of 90 consecutive days as applicable in Part B.

**"Indicative Quote"** shall mean a Quote at which the Company has the right not to accept any instructions or arrange for the execution of any Orders in CFD trading.

**"Initial Margin"** shall mean the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

**"Intellectual Property Rights"** shall mean patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

**"Introducer"** shall have the meaning as set put in Part A paragraph 21.

**"Investment Services"** shall mean the Investment Services under the Company's license which can be found in the document "Company Information" on the Website.

**"Limit Order"** shall have the meaning as set out in paragraph 2.4 of the Appendix I hereunder.

**"Long Position"** for FX and CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs:  
buying the Base Currency against the Quote Currency

**"Lot"** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

**"Lot Size"** shall mean the number Underlying Assets in one Lot in a CFD.

**"Maintenance Margin"** shall mean the minimum amount of money required in your Trading Account as specified on the Trading Platform in order to keep a Transaction open on the Trading Platform.

**"Manifest Error"** shall mean any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Underlying Assets or at manifestly incorrect market price quotes or prices at a clear loss.

**"Margin"** shall mean the Initial Margin and the Maintenance Margin collectively.

**"Margin Call"** shall mean a demand by us for you to increase the amount of money in your Trading Account to satisfy our Margin requirements, from time to time in our sole and absolute discretion, including without limitation a call under paragraph 14.2 of this Client Agreement.

**"Market Order"** shall mean Orders which are executed at the best available market price.

**"Market Execution"** shall mean any Order from the Client that will be executed at the current price in the market at the moment of Order processing.

**"Maximum deviation"** is a parameter set by the Client on the client's terminal that determines the maximum deviation (in pips) between the execution price and the requested price when opening and closing a position.

**"Necessary Margin"** shall mean the necessary margin required by the Company so as to maintain Open Positions in CFD trading.

**"Normal Market Size"** shall mean the maximum number of Underlying Assets that we believe, in our sole discretion, an Underlying Market trading in such an Underlying Assets can comfortably handle, having regard, if appropriate, to the normal market size set by such an Underlying Market or any other equivalent or analogous level set by the Underlying Market on which the Underlying Assets is traded.

**"Open Position"** shall mean any open contract (call and / or put) which has not been closed.

**"Order"** shall mean an instruction from the Client to trade in FX and CFDs. For FX and CFD it means a Close at Loss or Close at Profit order.

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

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

**"Parties"** shall mean the parties to this Client Agreement – the Company and the Client.

**"Performance Fee"** shall mean the fee expressed in a percentage imposed by the Portfolio Manager for each Fund.

**"Pending Order"** shall mean an Order made by the Client for the selling or buying of a CFD in the future at set conditions. This means a Client's Order to open a position when the price of an asset reaches a certain level.

**"PM Investor/s"** shall mean the Client who uses the Portfolio Management platform of the Company by investing in the Fund/s with Fund Investments.

**"Pip"** shall mean in an FX and CFD Transaction one hundredth of one percentage point.

**"Position"** shall mean your position in relation to any FX and CFD currently open on your Trading Account.

**"Politically Exposed Persons"** shall mean —

a. An individual who is or has been, during the preceding three years, entrusted with a prominent public function in —

- (i) Seychelles; or
- (ii) any other country; or
- (iii) an international body or organisation.

an immediate family member of a person referred to above in (a); or

a close associate of a person referred to above in (a).

For the purpose of this paragraph, prominent public function includes —

- i. heads of state, heads of government, ministers and other senior politicians;
- ii. senior government or judicial officials,
- iii. ambassadors and chargés d'affaires;
- iv. persons appointed as honorary consuls;
- v. high-ranking officers in the armed forces;
- vi. members of the Boards of Central Banks;
- vii. members of the Boards of state-owned corporations;
- viii. and influential political party officials.

b. An immediate family member of a person referred to in paragraph (a.) includes —

- (i) a spouse;
- (ii) a partner, that is an individual considered by his or her national law as equivalent to a spouse; children and their spouses or partners;
- (iii) the parents; and
- (iv) the siblings.

c. Persons known to be close associates of such persons as set out under definition (a.) includes:

- (i) any person who is known to have joint beneficial ownership of a legal person, partnership, trust or any other close business relations with that legal person, partnership or trust; and
- (ii) any person who has sole beneficial ownership of a legal person, partnership or trust which is known to have been set up for the benefit of that legal person, partnership or trust.



**"Portfolio Management"** or **"PM"** shall mean the platform provided by the Company via its Website and/or any relevant mobile application/s giving the Client the ability either to become a Portfolio Manager and/or a PM Investor.

**"Portfolio Manager/s"** shall mean the Client who is using the Portfolio Management platform provided by the Company by creating and managing Fund/s and inviting PM Investor/s to invest in his/her Fund/s and meet all the onboarding requirements of the Company. The Portfolio Manager/s earn Performance Fee for their services from PM Investor/s.

**"Portfolio Manager's Account"** shall mean the trading account created for the purposes of receiving the Performance Fee.

**"Price Gap"** shall mean any difference between two prices which is bigger than one minimal price (one point) change.

**"Professional Client"** shall mean an experienced, knowledgeable and sophisticated Client.

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

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

**"Quotes Base"** shall mean Quotes Flow information stored on the Trading Server in CFD trading.

**"Quotes Flow"** shall mean the stream of Quotes in the Trading Platform for each CFD.

**"Registration Data"** shall mean certain personal and financial information that you are required to provide in order to download and use the Trading Platform and become our Client including Account Credentials, such information can include without limitation a copy of your passport, driving license and/or Photo identity card.

**"Retail Client"** shall mean a Client that is not a Professional Client.

**"Sell"** shall mean an FX and CFD Transaction that is opened by offering to sell a specific number of a certain Underlying Asset, and may also in our dealings with you, be referred to as a "short" or "short position".

**"Services"** shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 8.1 of this Client Agreement.

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

**"Short Position"** shall mean a sell position that appreciates in value if Underlying Market prices fall in CFD trading. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

**"Slippage"** shall mean the difference between the requested price of a Transaction in a CFD, and the executed price of the said Transaction. Slippage often occurs during periods of higher price volatility (for example due to news events), making an Order at a specific price impossible to execute, when Market Orders and Pending Orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; Slippage usually occurs in Market Execution and may occur in Instant Execution when maximum deviation is set.

**"Software"** shall mean the software provided by us which you will need to download in order to use the Trading Platform.

**"Spread"** for FX and CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a FX and CFD at that same moment.

**"Swap or Rollover"** for FX and CFD trading shall mean the interest added or deducted for holding a position open overnight.

**"Trading Commission"** shall mean a fee charged for providing the Service.

**"Trading Account"** shall mean the exclusive personalized account of the Client consisting of all the Open Positions and Orders of the Client the balance of the Client money and deposit/withdrawal transactions of the Client money. More information on the various types of Trading Accounts offered by the Company from time to time and their particular characteristics and requirements may be found on the Website [www.sqfin.com](http://www.sqfin.com).

**"Trading Platform"** shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in FX and CFDs via the Trading Account.

**"Trailing Stop"** in FX and CFD trading shall mean a stop-loss order set at a percentage level below the market price – for a Long Position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

**"Third Party License"** shall mean licenses from third parties governing third party software embedded or used in the Trading Platform. **"Trading Hours"** shall mean the hours of trading as set forth on the Trading Platform for a particular Underlying Asset.

**"Transaction"** shall mean either the opening or closing of an offer to either buy or sell FX and CFD for an Underlying Asset on the Trading Platform, whether by you or us.

**"Transaction Size"** shall mean Lot Size multiplied by the number of Lots in CFD trading.

**"Underlying Asset"** shall mean the object or underlying asset in a CFD which may be Currency Pairs (for FX Contracts), Equity Indices, base or precious Metals, Forwards, Commodities, Stocks, Shares Indices and Futures. It is understood that the list is subject to change and Clients must refer each time on the Trading Platform.

**"Underlying Market"** shall mean the relevant market where the Underlying Asset is traded such as securities or futures exchanges, clearing houses, self-regulatory organizations, multilateral trading facilities or alternative trading systems for Financial Instruments or Underlying Assets.

**"Wallet"** shall mean the personal account of the PM Investor under Portfolio Management.

**"Website"** shall mean the Company's website at [www.sqfin.com](http://www.sqfin.com) or such other website as the Company may maintain from time to time.

**"Written Notice"** shall have the meaning set out in Part A para.7 of this Agreement.

*Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.*

*Paragraph headings are for ease of reference only.*

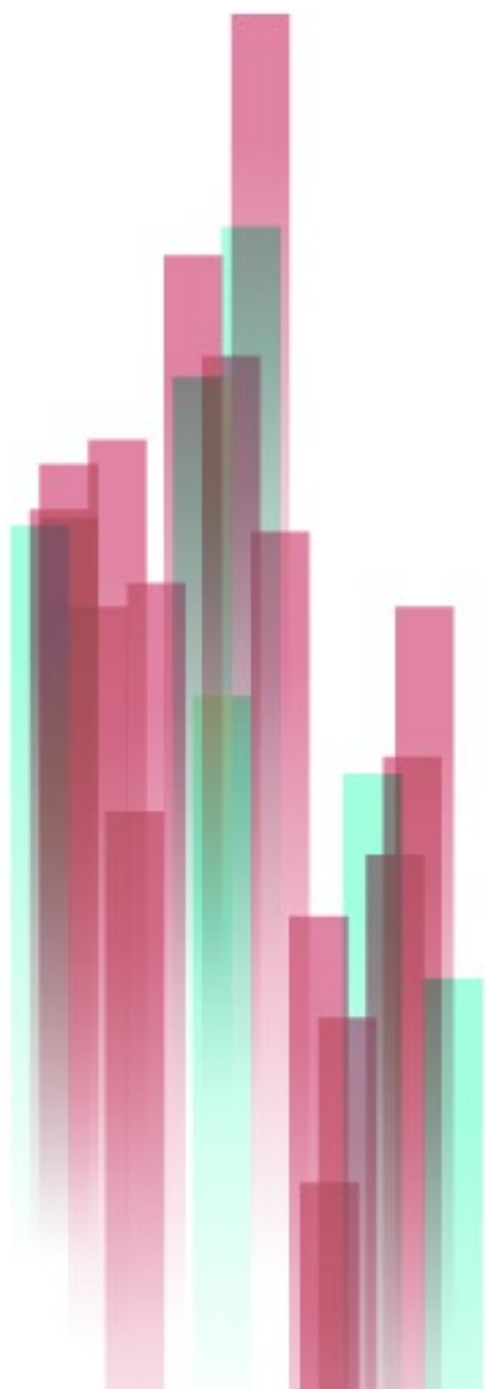
*Any reference to any act or regulation or Law shall be that act or regulation, or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.*

v.12. 04.07.2025



# Risk Disclosure Statement

Version 3 – December 2024



## 1. Introduction

- 1.1. This brief statement, which constitutes an addition to this Agreement, does not disclose all of the risks and other significant aspects of trading foreign exchange and derivatives. In consideration of the risks, you should enter into transactions with the mentioned products only if you understand the nature of the contracts and the contractual legal relationship into which you are entering and the extent of your exposure to risk. Transactions in foreign exchange and derivatives are not suitable for many members of the public. You should carefully consider whether transacting is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

## 2. Foreign Exchange and Derivatives

- 2.1. **Effect of "Leverage" or "Gearing":** Transactions in foreign exchange and derivatives carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign exchange or derivatives contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the Company to maintain your position. If the market moves against your position and/or margin requirements are increased, you may be called upon to deposit additional funds on short notice to maintain your position. Failing to comply with a request for a deposit of additional funds, may result in closure of your position(s) by the Company on your behalf and you will be liable for any resulting loss or deficits.
- 2.2. **Risk-reducing Orders or Strategies:** The placing of certain orders (e.g. "stop-loss" orders, where permitted under local law, or "stop-limit" orders), which are intended to limit losses to certain amounts, may not be adequate given that markets conditions make it impossible to execute such orders, e.g. due to illiquidity in the market. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

## 3. Additional Risks Common to Foreign Exchange and Derivative Transactions

### 3.1. Terms and Conditions of Contracts:

- 3.1.1. You should ask the firm with which you deal about the terms and conditions of the Contracts entered into and information on associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the

exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

### 3.2. Suspension or Restriction of Trading and Pricing Relationships:

3.2.1. Market condition (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or close/ offset positions. If you have sold options, this may increase the risk of loss.

3.2.2. Normal pricing relationships between the underlying asset and a derivative do not always exist. The absence of an underlying reference price may make it difficult to judge "fair" value.

### 3.3. Deposited Cash and Property

3.3.1. You should familiarize yourself with the protections accorded the Security you deposit by way of money or other assets in domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or other assets is governed by the legislation and local rules in the country at which location the counterparty acts.

### 3.4. Commissions and Other Charges

3.4.1. Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit or loss.

### 3.5. Transactions in Other Jurisdictions

3.5.1. Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected.

### 3.6. Currency Risks

3.6.1. The profit or loss in transactions in foreign currency-denominated contracts in another currency than your account currency will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to the account currency.

### 3.7. Trading Facilities

3.7.1. Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure.

Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

### 3.8. Electronic Trading

3.8.1. Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions, is not executed at all and a lack of capability to keep you informed continuously about your positions and fulfilment of the margin requirements.

### 3.9. Off-Exchange Transactions

3.9.1. In some jurisdictions, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterpart to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks. When you use our website, we will use cookies to distinguish you from other users of our website. This helps us to provide you with a more relevant and effective experience when you browse our website, including presenting websites according to your needs or preferences and allows us to improve the site generally.



# Privacy Policy Statement

Version 7  
July 2025

**SQ SEY LTD**

**ADDRESS**  
COMMERCIAL HOUSE 1  
OFFICE NO 4  
EDEN ISLAND, MAHE  
SEYCHELLES



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## 1. Introduction

- 1.1. SQ Sey Ltd, is a Securities Dealer with License number SD024 regulated by the Seychelles Financial Services Authority (FSA) and registered with company number 8423788-1 (the “Company”).
- 1.2. We understand the importance of maintaining the confidentiality and privacy of personal information that we hold about our clients and other third parties. This Privacy Policy Statement (hereinafter ‘this Statement’) outlines how we manage and protect the personal information you give us and hold about our clients. By visiting our website and using our services, your agreement to this Policy is implied.
- 1.3. This Policy will be reviewed periodically to take account of changes to our operations or practices and, further, to make sure it remains appropriate to any changes in law, technology, and the business environment. You should check this Statement from time to time to ensure that you are happy with any changes. Any information held will be governed by our most current Policy.

## 2. Collection and Processing of personal information

- 2.1. In order to open an account with us, you must first complete and submit an application form to us by completing the required information. By completing this application form, you are requested to disclose personal information in order to enable the Company to assess your application and comply with the relevant rules and regulations. The information you provide may also be used by the Company to inform you regarding its services.
- 2.2. We obtain this information in a number of ways through your use of our services including through any of our websites, apps, the account opening applications, our demo sign up forms, webinar sign up forms, subscribing to news updates, instant messaging channels (including chatbots), or through other online platforms we use to communicate with you, and from information provided in the course of ongoing customer service communications. We may also collect this information about you from third parties such as through publicly available sources.
- 2.3. The personal data you provide us with, is used to verify contact information and identity. We also use personal data to register clients, open and configure trading accounts, and issue activation codes and passwords. By providing contact information, you help us improve our services and promptly communicate the availability of additional services, features, and promotions we may be offering.
- 2.4. If you choose not to provide the information, when we need to fulfil your request for a specific product or service, we may not be able to provide you with the requested product or service.

### 3. How we use cookies

- 3.1. When you use our website, we will use cookies to distinguish you from other users of our website. This helps us to provide you with a more relevant and effective experience when you browse our website, including presenting websites according to your needs or preferences and allows us to improve the site generally.

### 4. Disclosure of the personal information

- 4.1. The Company shall not disclose any of its clients' confidential information to a third party, except:
- a. to the extent that it is required to do so pursuant to any applicable laws, rules and/or regulations; and/or
  - b. if there is a duty to the public to disclose; and/or
  - c. if our legitimate business interests require disclosure; and/or
  - d. at your request or with your consent or to persons described in this Statement. The Company will endeavour to make such disclosures on a 'need-to-know' basis, unless otherwise instructed by a regulatory authority. Under such circumstances, the Company will notify the third party regarding the confidential nature of any such information.
- 4.2. Depending on the products and services concerned and the relevant restrictions on sensitive data, personal information may be disclosed to:
- a. potential successors in title to our business;
  - b. third party consultants, contractors or other service providers who may access your personal information when providing services (including but not limited to IT support services) to us;
  - c. any organisation or person acting on your behalf to whom you request us to provide information, including your financial advisor, broker, solicitor or accountant;
  - d. third parties where it is necessary to process a transaction or provide services you have requested;
  - e. to a Trade Repository or similar;
  - f. Banks (where they request additional information following payments that you have made);
  - g. credit providers, courts, tribunals and regulatory authorities in response to legal and regulatory requests or other government agencies, as agreed or authorised by law;
  - h. auditors or contractors or other advisers auditing, assisting with or advising on any of our business purposes, in any jurisdiction where we operate;
  - i. at your request or with your consent.
- 4.2.1. This may include third-party technology or service providers engaged by us or by our partners, including but not limited to CRM systems, communications platforms, or data analytics providers, who support the delivery and operation of our services.

## 5. How we obtain your consent

- 5.1. Where our use of your personal information requires your consent, such consent will be provided in accordance with the express written terms which govern our business relationship (which are available on our website(s) as amended from time to time), or any other contract we may have entered into with you or as set out in our communication with you from time to time.
- 5.2. By submitting any personal information (including, without limitation, your account details) to us, you consent to the use of information as set out in this Statement. We reserve the right to amend or modify this Statement and if we do so, we will post the changes on the Website. It is your responsibility to check the Privacy Policy when you submit information to us. Your use of the Website will signify that you agree to any such changes.
- 5.3. If we rely on your consent as our legal basis for holding and processing your personal information, you have the right to withdraw that consent at any time by contacting us, using the contact details set out in this Privacy Policy.

## 6. Storage of your personal information and retention period

- 6.1. Safeguarding the privacy of your information is of utmost importance to us, whether you interact with us personally, by phone, by mail, over the internet or any other electronic medium. We will hold personal information, for as long as we have a business relationship with you, in a combination of secure computer storage facilities and paper-based files and other records and we take the necessary measures to protect the personal information we hold from misuse, loss, unauthorised access, modification or disclosure.
- 6.2. When we consider that personal information is no longer necessary for the purpose for which it was collected, we will remove any details that will identify you or we will securely destroy the records. However, we may need to maintain records for a significant period of time. For example, we are subject to certain anti-money laundering laws which require us to retain the following, for a period of seven (7) years after our business relationship with you has ended:
  - 6.2.1. a copy of the documents we used in order to comply with our customer due diligence obligations;
  - 6.2.2. supporting evidence and records of transactions with you and your relationship with us.
- 6.3. Also, the personal information we hold in the form of a recorded communication, by telephone, electronically, in person or otherwise, will be held in line with local regulatory requirements (i.e. 7 years after our business relationship with you has ended). Where you have opted out of receiving marketing communications, we will hold your details on our suppression list so that we know you do not want to receive these communications.

6.4. We may keep your data for longer than 7 years if we cannot delete it for legal, regulatory or technical reasons.

## 7. Amendments

7.1. We may, at any time and at our discretion, vary this, Policy. We will notify you, if we amend this Privacy Policy, by contacting you through the contact details you have provided to us. Any amended Privacy Policy is effective once we notify you of the change.

## 8. How to contact us

8.1. If you have any questions regarding this Policy, wish to access or change your information, or if you have any questions about security on our website, you may email us at [support@sqfin.com](mailto:support@sqfin.com).

8.2. If you have a concern about any aspect of our privacy practices, you can submit a complaint. This will be acted upon promptly. To make a complaint, please contact us via email at [complaints@sqfin.com](mailto:complaints@sqfin.com).

## Non-Solicitation Declaration

With the present document, I warrant and confirm that I have independently and of my own volition decided to take up above identified product/facility and service available with SquaredFinancial<sup>1</sup> or make inquiries about it. In this connection, I have of my own accord personally requested SquaredFinancial and solely for my benefit to act in connection with my application form.

I further acknowledge and confirm that no solicitation or offer has been made by SquaredFinancial or any other branches or subsidiaries of SquaredFinancial in relation to above identified product/facility/service or any other product or service offered by SquaredFinancial.

I further acknowledge and confirm that SquaredFinancial has provided the information pertaining to the above identified product/ facility/service only upon my specifically requesting for the same. I confirm that no advisory services have been provided by SquaredFinancial with regard to the above identified product/ facility/service.

I hereby agree to fully indemnify SquaredFinancial against any and all losses, damages, costs, expenses, liabilities, actions and proceedings whatsoever arising from or in connection with the said application for agreeing to accede to my request for assistance herein and/or carrying out such actions as requested by me.

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<sup>1</sup> SQ Sey Ltd, regulated by the FSA, Seychelles, which is operating under the SquaredFinancial brand (available at <https://www.sqfin.com/>)

## Declaration of EU Client

With the present document, I hereby confirm that as a resident of the European Union, I have been informed by SQ Sey Ltd, its employees and representatives, both in writing and verbally, about the risks of trading and for CFDs being complex instruments coming with a high risk of losing money rapidly due to the leverage. I have been also informed that the protections provided by the ESMA and the EU National Authorities/Regulators do not apply while trading outside EU jurisdictions.

Being duly informed as per above, I declare that I wish to proceed with the account opening and trading with SQ Sey Ltd and I provide my consent to the Company to process my information for this purpose.