LIRUNEX

CLIENT AGREEMENT

TERMS & CONDITIONS OF BUSINESS

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CLIENT AGREEMENT

TERMS & CONDITIONS OF BUSINESS

These are the entire terms and conditions that apply to the access and/or use of the website(s), Electronic Trading Platform(s), Software and/or Services (hereinafter, collectively, referred to as our "**Electronic Services**") that are provided by the Company.

Please read these Terms and Conditions before accessing and/or using our Electronic Services. You are to agree and accept all of the terms and conditions in the agreement without modifications, which expressly set out below, and those incorporated herein by reference, before you may become a client of the Company.

This Agreement supersedes any previous agreement between you and us on the same subject matter and takes effect when you indicate your acceptance via our website. This Agreement shall apply to all Transactions contemplated under this Agreement.

We reserve the right to amend, alter, modify, delete or add to any of the provisions of these Terms and Conditions at any time, in accordance with the Terms hereof. When the Terms and Conditions are modified (hereinafter referred to as "**Changes**"), we will post such Changes on our Electronic Services and/or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is your duty to consult and/or to check regularly this Agreement on our Electronic Services regarding any such Changes. Your continue use of our Electronic Services after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions. If you do not wish to be bound by those Changes, you should cease to access and/or use our Electronic Services and inform us in writing.

Chapter A: Scope of Agreement

1. Parties to the Agreement

This Agreement is made between yourself, as our client (hereinafter referred to as "**you**" or "**your**" or, in general terms, the "**client**") and Lirunex Limited, a limited liability company incorporated and registered in the Mauritius as an Global Business Corporation under registration number 216574 GBC and having its registered address at FSC House 54, Cybercity Ebene, Republic of Mauritius (hereinafter referred to as the "**Company**", "**us**", "**our**", "**we**" or "**Lirunex**"). The Agreement set out the terms and conditions under which the provision of Investment Services, Activities and Ancillary Services will be provided. Before you access and/or use our Electronic Services and before you become a client of the Company, you must fully understand and agree to all the terms and conditions expressly explained and/or implied hereto, and/or incorporated herein by reference. Notwithstanding anything to the contrary, by continuing to use our Electronic Services, you are implying that you have read these Terms and Conditions and have unconditionally accepted these Terms and Conditions in their entirety and without reservation.

2. Electronic Signature and Acceptance of Agreement(s)

2.1. You acknowledge that by completing and/or submitting to us the account opening documentation and forms posted on our Electronic Services and/or clicking in the appropriate space, or similar buttons or links as may be designated by us to show your approval and acceptance of this Agreement, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the Terms and Conditions set out in this Agreement.

2.2. You agree to communication being made via electronic media (including, without limitation, Electronic Messaging, website postings, e-mail, or other electronic means) in order to enter into contracts, place Orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our Electronic Services and/or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirement that a communication should be "signed" and "in writing". Accordingly, any such documents that are delivered to you electronically are deemed to be "in writing".

3. Acceptance and Scope of Agreement(s)

3.1. We shall evaluate the account opening documents you submitted for the purpose of becoming a client of us and shall inform you by e-mail whether your application is accepted or not. We reserve the right to refuse and/or decline your application(s), at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

3.2. Some areas or parts of our Electronic Services may have different specific terms of access and/or use posted thereon. If there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Electronic Services.

4. Authorization

4.1. The Company's services and products traded are only available to individuals who are at least 18 years old (and at least the legal age in your jurisdiction of residence). You represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction of residence to form a binding contract, and that all registration information you submit is accurate and truthful. The Company reserves the right to ask for proof of age from you and your account may be suspended until satisfactory proof of age is provided. The Company may, in its sole discretion, refuse to offer its products and services to any person or entity and change its eligibility criteria at any time.

4.2. You hereby represent and warrant, without prejudice to any other representations, warranties and/or covenants made under this Agreement:

(a) that you are an individual who, or Legal Entity that, can form legally binding contracts under the laws applicable in your country of residence, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation;

(b) if you are an individual, that you are above the age of 18 or otherwise above the legal age in your country of residence;

(c) that all the information provided by you to us for the purpose of opening an account with us is correct and current;

(d) that you have all the necessary rights, power, and authority to enter into this Agreement and to perform the acts required of you hereunder;

(e) that you are not a politically exposed person.

4.3. In agreeing to these Terms and Conditions, you authorize us, or agents acting on our behalf to investigate your credit standing and in connection therewith to contact such banks, financial institutions, and credit agencies as we shall deem appropriate to verify such information. You further authorize us to investigate any current and past investment activity, and in connection therewith, to contact such, exchanges, broker/dealers, banks, and others as we shall deem appropriate.

5. Knowledge in Financial Matters

5.1. You hereby represent and warrant, without prejudice to any other representations, warranties and/or covenants made under this Agreement:

(a) that you have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of entering into Transactions and/or Contracts via our Electronic Services;

(b) that you have done so without relying on any information obtain from our Electronic Services and/or otherwise provided by us in relation thereto;

(c) that you act as principal and sole beneficial owner (but NOT as trustee) in entering into this Agreement;

(d) that you are aware of all risks involved with all Transactions that you executed via our Electronic Services;

(e) that you are willing and financially able to sustain a total loss of funds resulting from any Transactions via our Electronic Services;

(f) that you have fully read, and fully understood, the **"Risk Disclosure Statement"** on our Electronic Services.

6. Legal Restrictions

You acknowledge that the laws regarding financial contracts vary in different countries. It is your obligation and responsibility to ensure that you fully comply with any law, regulation and directive that is relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation, with regard to accessing our Electronic Services. Your ability to access our Electronic Services does NOT necessarily mean that the activities you undertake through it, is/are legal under the laws, regulations, or directives relevant to your country of residency, or, in the case of Legal Entity, in its country of formations, incorporation and/or domiciliation.

7. Definitions

For the purpose of this Agreement, unless the context otherwise requires, capitalize words and expressions shall have the meanings assigned to them in the defined terms that are set forth in bold and italics: (A) hereinafter, under the heading **"Definitions"**, and (B) throughout this Agreement. The terms stated below shall have the following meaning and may be used in the singular or plural as appropriate.

"Account" means the assigned account that is created for a client when such client opens a trading account with us.

"Applicable Laws and Regulations" means Rules or any other rules of a relevant regulatory authority, and all other applicable laws, rules and regulations as in force from time to time.

"Associate" means an undertaking in the same group as us, a representative whom we or an undertaking in the same group as we appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them.

"Agreement" means this Agreement, inclusive of all its annexes, appendices, addenda, attachments, schedules and exhibits and amendments, as the same may be in force from time to time and modified or amended from time to time.

"**Anti-Money Laundering ("AML") Regulations** shall mean the **Money Laundering (Prevention) Regulations 2002**, as the same may be in force from time to time and modified or amended from time to time.

"Attorney" means a Fund Manager or representative authorized by the Client under a Limited Power of Attorney who the Company agrees may act for the Client and/or give instructions to the Company on the Client's behalf in respect of these Terms.

"Base Currency" means the currency that used to determine the currency of translation for your statements, the currency used for determination of margin requirement, the currency of products you are allowed to trade. In addition, charges related to market data and research, fees and commissions on trading are also charged in your base currency.

"Business Day" means a day which is not a Saturday or a Sunday and upon which banks are open for business.

"Confirmation" means a form of notification, which may be provided by us electronically, including via the Electronic Trading Platform or Electronic Services platforms, contains the specific terms of a Transaction.

"Contract for Differences" or **"CFD"** are agreements between two parties to exchange the difference between the current price of an underlying asset (which can be shares, currencies, commodities, indices, etc.) and its price on the day the agreement expires. The profit or loss is calculated when the contract expires by multiplying the difference between these two prices with the number of CFDs invested in. CFDs are leveraged products, enabling investors to make transactions with only a small margin (deposit). However, although CFDs might look similar to more traditional investments, such as shares, in reality they are very different and far more complex.

"Contract" means any contract, whether oral or written, for the purpose or sale of any commodity, security, currency, including, without limitation, any derivative contracts, such as CFDs or other transaction related thereto, entered into by and between us and our client(s).

"Contract Quantity" means in relation to a Contract, the number of Contract Units as the case may be, traded by you as stated in the Confirmation.

"Contract Value" means the notional value of the Contract or an agreed-upon amount in a Contract.

"Credit Support Provider" means any person who has entered into any guarantee, hypothecation, agreement, margin or security agreement in our favour in respect of your obligations under this Agreement.

"Deposit(s)" means funds deposited and/or transferred by clients into their Account(s) with us.

"Electronic Messaging" means any form of electronic communication we use to communicate with our clients about our Online Trading Facility (including, without limitation, with reference to any Transaction(s) or Contract(s) entered into via our Electronic Services platforms), including, but not limited to, electronic mail whether or not within the framework of our Electronic Services platforms itself and/or within the Electronic Services platforms mailbox(es).

"Electronic Services" means a service provided by us, for example an Internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service and/or an electronic order routing system.

"Electronic Trading Platform(s)" means online electronic trading platform(s) that is/are made available by us to our clients for placing Orders, receiving price information and market related news as well as having real-time revaluation of their open positions, through the Internet, where Transactions and/or Contracts can be processed, Accounts can be managed, and historical data can be stored and managed.

"Equity" means the capital value of an Account at the present time. It is calculated by taking the total value of all open positions relating to the Transactions and/or Contracts generated through the Account, adjusted with all 'Floating Profit/Loss 'and with all relevant 'Rollover Swaps', and by adding that value to the Account Balance.

"Event of Default" means any of the events of default as listed in Clause 36. (Events of Default).

"Execution" means the completion of clients 'orders on Lirunex Limited's Electronic Trading Platform(s).

"Fund Manager" means an individual person or legal entity approved by the Company and undertaking an Order and/or Transaction on behalf of the Client in his/her/its own name or in the Client's name.

"FX Contract" means a contract between Lirunex Limited and its Client to exchange two currencies at an agreed exchange rate.

"Introducers of Business" means a financial institution or advisor which may be remunerated by us and/or our clients for referring of clients to us and/or for the provision of advice to such clients and/or execution of such clients 'Transaction and/or Contracts towards us.

"Leverage" means using small capital outlay to trade without paying for the full value of your position upfront. The small capital outlay is also called Margin.

"Limited Power of Attorney" means the document through which the Client appoints a Fund Manager or representative to act and/or give instructions on its behalf in respect of the Agreement.

"Manifest Error" means a manifest or obvious misquote by us, or any market, exchange, price providing bank, information source, commentator or official on whom we reasonably rely, having regard to the market conditions at the time an Order is placed.

"Market" means a market, an exchange or any other place (whether physical or virtual) at which Contracts are regularly made.

"Market Rate" means the rate conclusively determined (in the absence of manifest error) by a Party to be the market rate available to that Party in the Market for the purchase of a specified Security.

"Market Rules" shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;

"Margin" means the necessary guarantee funds to open positions relating to Transactions and Contracts entered into Account. It is a good faith deposit to support an open position of any Transaction or Contract.

"Normal Trading Size" means the minimum and maximum Contract Quantity or Contract Value that we consider appropriate, having regard if appropriate, to the normal market size for which prices are available on any relevant exchange and for which we quote live price information.

"OTC" means Over-the-Counter and refers to transactions conducted otherwise than on an exchange.

"Order" means any authorization, request, instruction or order (in whatever form and howsoever sent) given or transmitted by the Client to Lirunex.

"Position" means the long and/or short Position that you have entered with us and in force.

"Price Quote" means transactional bid/ask prices of instruments disseminated via Electronic Services platforms.

"Rollover Swap(s)" means interest added to or deducted from a Client's Account for open Positions that hold to the next day. Rollover Swaps include weekend and holidays.

"Stop Out Level" means the Margin Level that allow Lirunex to close all or some of your open Positions. Margin Level is calculated as follows: Equity/Margin.

"Supported Financial Instruments" means Financial Instruments which we provide price quotation via our Electronic Services platform. Example : contracts for differences, spot or forward contract in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index and any other derivatives financial instruments.

"System" means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to use an Electronic Service.

"Transaction" means any transaction subject to this Agreement and includes a CFD, or forward contract of any kind, future, option or other derivative contract in relation to any commodity, financial instrument (including any security), currency, interest rate, index or any combination thereof and any other transaction or financial instrument for which we are authorized under our license from time to time which we both agrees shall be a Transaction.

"Third Party Service Provider" means an external person or company who provides a service or technology as part of a contract.

"Underlying Instrument" means the Equity, Index, Commodity, Currency, Futures Contract, Bullion or other instrument or asset or factor the reference to which the value of a Contract is determined.

Chapter B: Your Account(s)

8. Account(s)

After we accept your Account application request, we will open an Account in your name. You undertake and warrant to us that any information provided to us is correct, accurate and not misleading and you will immediately inform us of any material change to that information, including any changes to your contact details or financial status. You will be notified by e-mail upon the approval of your registration, we will facilitate opening and operating of one or more accounts for you on our Electronic Services platforms.

9. Currency of Account(s)

9.1. You will be able to open your trading Account(s) in USD or any currency that may be offered by the Company. Account(s) balances will be calculated in the Base Currency in which Account(s) are maintained.

9.2. All payments from you to your Account(s) on our Electronic Services platforms will be made on your request in the Base Currency of your Account. If we receive or recover any amount in respect of any of your obligations in a currency other than the Base Currency of your Account, currency conversion shall be applied.

9.3. When a withdrawal or refund is performed from your Account and the currency for such action is made in currency other than the Base Currency of your Account, currency conversion shall be applied.

9.4. No instructions to pay third party from your Account(s) will be accepted by us.

10. Account Credentials (Usernames and Passwords)

10.1. We will provide you for each Account with a unique username and password that will allow you:

(a) to access and use our Electronic Services platforms;

(b) to access and use your Account for the purpose evaluating real-time on your open trading positions and/or reviewing historical transactional and account data;

(c) to access and use your Account for the purpose of entering Transactions and/or Contracts. The usernames and passwords will continue to be in force unless terminate by either Party. We may provide replacement of usernames and passwords to protect the security of your Account and/or to prevent unauthorized access of your Account.

10.2. You acknowledge and undertake that:

(a) you will be responsible for the confidentiality and use of your username(s) and password(s);

(b) you will not disclose any of your usernames and passwords to other Persons for any purpose whatsoever;

(c) we may rely on all instructions, Orders and other communications entered using any of the usernames and passwords, and you are bounded by any transaction entered into or expense incurred on your behalf in reliance on such instructions, Orders and other communications;

(d) you will immediately notify us at customer support desk for the loss, theft or disclosure of usernames and passwords to any third party for unauthorized use of our Electronic Services.

10.3. You shall hold us harmless from, indemnify us for, any sustain damages, which we may suffer from your failure to take adequate steps to protect the security of your usernames and passwords, and your failure to prevent any person from any unauthorized access of your Account. You shall hold us harmless in any legal, administrative, or arbitral proceedings and expenses related thereto, and you shall indemnify us from all damages, costs and damages arising as a result of non-compliance with this clause.

11. Affiliates/ Introducers of Business

If you were introduced to Lirunex by an Affiliate/ Introducer of Business, you acknowledge and agree that we may share charges with partners, affiliates, business introducers and agents in connection with Transactions carried out

on your behalf. Business introducers and agents are paid based on the percentage of spread. Partners and affiliates get fixed fees. Details of such remuneration or sharing arrangements are available to you upon request. If you require more information on the fees and commissions that we pay to business introducers and other affiliates, let us know and we will provide you with further information.

12. Deposits and Withdrawals

12.1. For payment methods that charge a processing fee, we reserve the right to transfer the charges onto client.

12.2. The sender of deposit/payment must be from Account holder's name directly. We do not accept third party payment and if we are not satisfied that you are the sender of the funds deposited in your Account, we reserve the right to reject such funds and/or return them to the remitter net of any transfer fees or other charges. You may be required to submit additional documents as required by applicable "Anti-Money Laundering (AML)/ Counter-Financing of Terrorism (CFT) Regulations" and/or any other similar rules and regulations applicable to us.

12.3. We have the right not to accept funds deposited by you and/or to cancel your deposits in the following circumstances:

(a) if you fail to provide the Company with any documents it requests from you either for client identification and/or verification purposes or for any other reason which may render the Company liable to the Competent Authorities;

(b) if the Company suspects or has concerns that the submitted documents may be false or fake;

(c) if the Company suspects that you are involved in illegal or fraudulent activity;

(d) if the Company is informed that your credit or debit card (or any other payment method used) has been lost or stolen;

(e) where the Company considers that there is a charge back risk; and/or

(f) when you deposit $10,000 or more or if you make over 10 separate deposits to your trading Accounts and the Company is unable to verify your credit or debit card details or is unable to verify any other payment method used.

In case of cancelled deposits, and if there is not a confiscation of your funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned to the remitter that we have initially received from.

12.4. Upon the death of an Account owner and if the legal heirs of such account owner would like to withdraw the remaining balance in the Account, to the extend there is any, such legal heirs should present to us with official legal documents from the applicable government authorities in the jurisdiction of the deceased to our satisfaction, and we, in our sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal(s).

12.5. Without prejudice and subject to the terms of this Agreement, all Applicable Regulations and all conditions attaching to any relevant payments made to you under a rebate scheme operated by us, monies may be withdrawn by you from your Account provided that such monies are not being utilized for margin purposes or have otherwise become owing to us. The requirement for making a payment is that the account is verified and has passed all the relevant KYC procedures. Once your withdrawal request is approved, your withdrawal request will be processed by us and sent to the same bank, credit card or other source for execution as soon as possible. Withdrawals are processed 24-hours after the submission of withdrawal request from Monday to Friday (excluding Public Holidays). Funds will be returned to client's account via the same method he used to deposit.

(Note: Some banks and credit card companies may take time to process payments especially in currencies where a correspondent bank is involved in the transaction. The funds will be returned to the bank account/credit card/other source from which the funds were debited.)

12.6. The procedure for payment refund differs on a case by case basis, depending on the objectivity of the stated reasons. Typical refund situations include:

(a) If someone without permission made a purchase on your account or used your payment method, and the fact of fraud was established.

(b) If the purchase was not delivered for technical reasons.

(c) If the purchase is made accidentally or you change your decision, and, at the same time, money was not involved in the service.

12.7. If you request a withdrawal of monies from your Account and we cannot comply with it without closings some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal. You are to ensure that the funds remaining on your account following your withdrawal is at least twice of your used margin.

12.8. For partial withdrawal request of monies from your Account and where there is NO trading activity record in our Electronic Trading Platform(s), such withdrawal is only allowed based on criteria/condition below:

(a) For amounts up to 200USD, a withdrawal can be made twice and a minimum of 50USD will be kept in the Account for trading purposes;

(b) For amounts above 1000USD, only up to 50% of the funds can be withdrawn.

12.9. For full withdrawal request of monies from your Account and where there is NO trading activity record in Electronic Trading Platform(s), such withdrawal is only allowed based on criteria/condition below:

(a) For amounts up to 1000USD, you are required to open a minimum of 0.01 lot;

Notwithstanding the above, if none of the above criteria/condition are met, a partial or full withdrawal can be allowed, only if you have provided a proper and reasonable explanation for such request. This is our company measure to comply with the Anti-Money Laundering and Terrorist Financing Regulations and procedures.

12.10. We shall be entitled, without prior notice to you, to convert;

(a) any realized gains, losses, commissions, interest charges and brokerage fees which arise in a currency other than Base Currency of your Account;

(b) any funds deposited with us or held by us on your behalf into such currency as we consider necessary or desirable, at our sole discretion, to cover your obligations and liabilities in that currency.

Whenever we conduct such currency conversions, we will do so at such reasonable rate of exchange as we select, at our sole discretion. Under these circumstances, we shall be entitled to add a mark-up to the exchange rates.

12.11. All foreign currency exchange risk arising from any deposits in and/or withdrawals from your Account, or resulting from the compliance by us with our obligations or the exercise by us of our rights under these Terms and Conditions, will be borne by you.

12.12. We are not obliged:

(a) to pay interest to you on any credit balance(s) in any Account(s) or on any other funds you deposited with us or which we are holding on your behalf; or

(b) to account to you for any interest received by us, or in respect of which we are the beneficiary, in connection with any funds you deposit with us or which we are holding on your behalf, or in connection with any Contract and/or Transactions; you consent to waive all rights to such interest, and you acknowledge and agree that we will be the beneficiary of all such interest.

12.13. We reserve the right to impose deposit/withdrawal limits and applied fees in our system, at any time.

13. Netting and Setting Off

13.1. The Agreement and all trades under them form part of a singular agreement between you and us, and both parties acknowledge that we enter into the Agreements and any trades under them in reliance upon these being a singular agreement.

13.2. When open positions and/or your Account are closed under the Agreement, we may:

(a) combine and consolidate your cash and any money we hold for you in all of the Accounts you may have with us; and

(b) set off against each other the amounts referred to in (i) and (ii) below

(i) any amounts that are payable by us to you, regardless of how and when payable, including your cash (if a credit balance) unrealised profits and any credit balance held on any Account even if any of these Accounts have been closed;

(ii) any amounts that are payable by you to us, regardless of how and when payable, including, unrealised losses, interest, costs, expenses, charges and any debit balance on any Account even if those Accounts have been closed.

(c) You are also entitled to require us to exercise the above rights in relation to your Accounts and/or open

Positions that have been closed. If the rights are exercised, all payment obligations will be consolidated into an obligation for you to pay the net sum to us or for us to pay a net sum to you.

14. Client Money and Authorization

14.1. All money paid to us by you, or which is received by us on behalf of you, will be held in an account with an approved bank and will be segregated from the Company's funds. You agree and acknowledge that individual Accounts of our clients are not segregated from each other within the segregated account operated by us and that your monies may be co-mingled with our other clients 'monies, and that we will not be liable for the insolvency or any act or omission of any banking institution holding the accounts.

14.2. We allow third party, such as exchange, clearing house or an intermediate broker to hold and control all or part of Client Money, where we transfer your Client Money:

(a) for the purposes of a Transaction and/or Contract you have entered or are entering into with such third party; or

(b) to meet your obligations to provide Collateral or Margin for a Transaction and/or Contract.

14.3. You hereby authorized us to make any deposits and withdrawals from your Account with us on your behalf, including, without limitation and prejudice of the above, withdrawals for the settlement of all Transactions undertaken and/or Contracts entered into under these Terms and Conditions , as well as for the settlement of any or all amounts which are payable to you, or on your behalf, to us or any other person under and/or pursuant to these Terms and Conditions.

14.4. Any amount payable by us to you, shall be paid directly to you and not to any other Person.

14.5. We may, at our sole discretion, from time to time and without your prior authorisation, set-off any amounts held on your behalf against your obligations to us and/or merge any of your Accounts with us.

14.6. You agree that we shall not be liable for any default of any counterparty, bank, custodian or other entity which holds money on your behalf or with or through whom transactions are conducted. In addition, the Company will not be liable for loss suffered by you in connection to your funds held by us, unless such loss directly arises from our gross negligence, willful default, or fraud.

15. Unclaimed Monies and Assets

If there are any monies and other property standing to the credit of any Account or otherwise held by Lirunex for and on behalf of the Client which are unclaimed for at least 6 years after the Client's last transaction with or through Lirunex and Lirunex determines in good faith that it is not able to trace the Client, the Client hereby irrevocably agrees that all such monies and other property, shall be deemed to have been abandoned by the Client in favour of Lirunex and may be appropriated by Lirunex to and for itself to utilise in any manner Lirunex so wished for its own benefit. The Client thereafter shall have no right to claim such monies or property in favour of Lirunex. The Client's respective Account credit(s) will, in such event, be correspondingly written off and the Client's Account relationship with Lirunex terminated.

16. Islamic/ Swap-Free Accounts

16.1. Swap- Free trading accounts are available only to clients who cannot use swaps due to religious beliefs. We reserve the right to acquire justification and/or proof of the necessity for application of Swap-Free trading accounts.

16.2. In the event we detect any form of abuse, fraud, manipulation, cash-back arbitrage, swap arbitrage, or any form of deceitful or fraudulent activity in regard to any Swap-Free Account of any client, including but not limited to:

(a) the sum of the realised and unrealised swap amount in USD from all trading accounts (the swap amount in USD that the client supposed to pay or receive if the trading accounts are non-swap free account) is less than -1,000 USD or,

(b) the sum of the realised and unrealised swap amount in USD from all trading accounts (the swap amount in USD that the client supposed to pay or receive if the trading accounts are non-swap free account) / the net deposit from all trading accounts * 100 is less than -10% or,

(c) the sum of the unrealised swap amount in USD from all trading accounts (the swap amount in USD that the client supposed to pay or receive if the trading accounts are non-swap free account) is less than -500 USD or,

(d) the sum of the unrealised swap amount in USD from all trading accounts (the swap amount in USD that the client supposed to pay or receive if the trading accounts are non-swap free account) / the net deposit from all trading accounts * 100 is less than -5%,

16.3 The Company reserves the right as its sole and absolute discretion to proceed with immediate effect with one or more of following rights:

(a) with immediate effect, to revoke the Swap-Free Accounts;

(b) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and/or costs incurred during the period where he/she operates the Swap-Free account(s).

(c) with immediate effect, to close all trading accounts of such client with us, nullify all trades carried out in client's trading accounts with us and cancel all profits and IB's rebate generated in such client's trading Accounts with us.

(d) to apply the sum of the realised and unrealised swap amount in USD (the swap amount in USD that the client supposed to pay or receive if the trading account is a non-swap free account) to the client's trading account.

17. Cent Account

17.1. We reserve the right to convert any account exceeding 3,000,000 USC to a normal standard account with USD currency.

17.2. In the event we detect any form of abuse, fraud, manipulation, cash-back arbitrage, swap arbitrage, or any form of deceitful or fraudulent activity in regard to any Swap-Free Account of any client, including but not limited to:

(a) the sum of the realised and unrealised swap amount in USC from all trading accounts (the swap amount in USC that the client supposed to pay or receive if the trading accounts are non-swap free account) is less than -1,000 USC or,

(b) the sum of the realised and unrealised swap amount in USC from all trading accounts (the swap amount in USC that the client supposed to pay or receive if the trading accounts are non-swap free account) / the net deposit from all trading accounts * 100 is less than -10% or,

(c) the sum of the unrealised swap amount in USC from all trading accounts (the swap amount in USC that the client supposed to pay or receive if the trading accounts are non-swap free account) is less than -500 USC or,

(d) the sum of the unrealised swap amount in USC from all trading accounts (the swap amount in USC that the client supposed to pay or receive if the trading accounts are non-swap free account) / the net deposit from all trading accounts * 100 is less than -5%,

the Company reserves the right as its sole and absolute discretion to proceed with immediate effect with one or more of following rights:

(a) with immediate effect, to revoke the Swap-Free Accounts;

(b) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and/or costs incurred during the period where he/she operates the Swap-Free account(s).

(c) with immediate effect, to close all trading accounts of such client with us, nullify all trades carried out in client's trading accounts with us and cancel all profits and IB's rebate generated in such client's trading Accounts with us.

(d) to apply the sum of the realised and unrealised swap amount in USC (the swap amount in USC that the client supposed to pay or receive if the trading account is a non-swap free account) to the client's trading account.

18. Suspension and Termination

18.1. The Client may terminate the Agreement and/or Account by giving ten (10) Business Days written notice to the Company. The Client agrees that at any time after the termination of the Agreement, the Company may, without notice to the client, close out any or all of the Client's open Positions.

18.2. The Company may suspend or terminate these Terms by giving ten (10) Business Days written notice to the Client for any reason or no reason whatsoever, except that the Company may terminate the Agreement and/or Account immediately, upon written notice to the Client for any reason or no reason whatsoever, if the Client has no open Positions in its Account at the time when the notice of termination is sent. The Client agrees that at any

time after the termination of the Agreement, the Company may, without notice to the Client, close out any or all of the Client's open Positions. Where the Company suspends the Client's Account, the Company may prevent the Client from opening any new positions but the Company will not close the Client's open Positions unless otherwise allowed by these Terms. The provisions of this Clause 17.2 shall not prevent the Company from exercising any of its right to terminate or suspend the Agreement as provided elsewhere in these Terms.

18.3. Upon the termination of the Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation):

(a) all outstanding fees, charges and commissions;

(b) any dealing expenses incurred by terminating these Terms; and

(c) any losses and expenses realized in closing out any Transactions or setting or concluding outstanding obligations incurred by the Company on the Client's behalf.

18.4. Termination of the Agreement will not affect any rights or obligations, which may already have risen between the Company and the Client. The termination of these Terms will not affect the coming into force or the continuance in force of any provision in these Terms which is expressly, or by implication, intended to come into, or continue in force, on and after such termination.

18.5. If termination occurs, the Company will, as soon as reasonably practicable and subject to these Terms, deliver to the Client any money or investments in the Client's Account(s) subject to any applicable charges and rights of set-off, and for the avoidance of doubt, in the event one of the Client's Accounts is in negative, the Company is entitled to the right of set-off between the Client's Accounts at any time. The Client is therefore urged to settle all floating debits as soon as possible.

Chapter C: Access of our Electronic Services

19. Terms to Access Electronic Services

19.1. Before we grant you access to our Electronic Services, you need to be a client of ours and have opened an Account with us. Our Electronic Services are intended for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand in writing.

19.2. In order to use the Electronic Services, you will need to request a username and password from us. You will need to use the username and password each time you use the Electronic Services.

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

(a) you will be responsible for the confidentiality of your username and password;

(b) you will not disclose your username and password to other persons;

(c) we may rely on all instructions, orders and other communications entered using your username and password, and you will be bounded by any Transaction entered into or expense incurred on its behalf in reliance on such instructions, orders and other communications;

(d) you will immediately notify us if you aware of the loss, theft or disclosure to any third party or of any unauthorised use of username and password.

19.4. If we believe that unauthorised persons are using the username and password without your knowledge, we may, without prior notice, suspend your right to use our Electronic Services. Furthermore, if we believe that you have supplied your username and password other persons, we will terminate your access to our Electronic Services.

19.5. Access to our Electronic Services is provided "as is". Lirunex makes no warranties, express or implied representations or guarantees as to the merchantability and/or fitness for any particular purpose or otherwise with respect to the Electronic Services, the content, any documentation or any hardware or software provided. Technical difficulties could be encountered in connection with use of Electronic Services. These difficulties could involve, among others, failures, delays, malfunctions, software erosion or hardware damage, which could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible financial and/or data loss. In no event will the Company, any associated Company, or any of the employees be liable for any loss (including loss of profit or revenue directly or indirectly), cost or damage including, without limitation, consequential, unforeseeable, indirect damages, or expenses which occur as a result of using, accessing, installing, maintaining, modifying, de-activating, or attempting to access our Electronic Services.

20. Mobile Access

There are a series of inherent risks with the use of mobile trading such as duplication of Orders/instructions, latency in the prices provided, and other issues that are result of mobile connectivity. Our mobile feature utilizes public communication network for the transmission of messages. We shall not be liable for any and all circumstances in which you experience a delay in Price Quote or an inability to trade caused by network transmission problems or any other problems outside our direct control, which include but not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider or any other service provider. Some of the features available on Electronic Services platforms may not be available on mobile feature.

21. Intellectual Property

All rights in patents, copyrights, design rights, trademarks, and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain are the sole and exclusive Intellectual Property (IP) of the Company or of third parties and are protected by local and international intellectual property laws and treaties. You will not copy, interfere with, tamper with, alter, amend, or modify the Electronic Services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Services made in accordance with law are subject to the terms and conditions of this Agreement. You shall ensure that all the licensors 'trademarks and copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to-date written record of the number of copies of the Electronic Services made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the Electronic Services.

22. Limitations on Investment Guidance and Professional Advice

22.1. Our Electronic Services is NOT intended to provide legal, tax or investment advice. Any or all information on our Electronic Services is for educational purposes only and is under no circumstance intended to provide legal, tax or investment advice and no guarantee is represented from any statements about profits or income, whether express or implied.

22.2. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

23. Accuracy of Information

23.1. While we have made every effort to ensure the accuracy of the information posted on our Electronic Services, the information and content on our Electronic Services is subject to change without notice and is provided for the sole purpose of assisting traders to make independent investment decisions.

23.2. While we have taken reasonable measures to ensure the accuracy of the information on our Electronic Services, we do not, however, guarantee its accuracy, and will not accept liability for any loss or damage arises directly or indirectly from the content or your inability to access our Electronic Services, for any delay or failure of the transmission or the receipt of any instructions sent through our Electronic Services.

24. Third Party Service Provider (Research Content and Trading Tools)

24.1. Our Electronic Services may include general news and information, commentaries, trading tools, research reports and data concerning the financial market.

24.2. The contents and tools may be supplied by Persons that are not affiliated with us ("Third Party Service Provider"). The source of all such Third Party Service Provider content is available on our Electronic Services and is reproduce with the permission of the providers.

24.3. Any information or material place on our websites and Electronic Services platforms by Third Party Service Providers reflects solely and exclusively the views who post such information or material, and do not represent our views and/or those of our Associates. Such information is not to be considered as constituting a track record. Past performance is no guarantee of future results, and we advise clients and prospects to carefully reviews all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making investment decision.

IN NO EVENT SHALL WE AND/OR ANY OF OUR AFFILIATES BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY SUCH TOOLS, WEBSITES, NEWSLETTERS AND/OR INFORMATION PROVIDED ON OUR ELECTRONIC SERVICES PLATFORMS.

(A) WE ARE NOT RESPONSIBLE OR LIABLE IF ANY SUCH DATA OR INFORMATION IS INACCURATE OR INCOMPLETE IN ANY RESPECT;

(B) YOU ARE RESPONSIBLE FOR ANY ACTIONS THAT YOU TAKE OR REFRAIN FROM TAKING AS A RESULT OF SUCH DATA OR INFORMATION;

(C) YOU WILL NOT USE SUCH DATA OR INFORMATION FOR INAPPROPRIATE OR ILLEGAL PURPOSE;

(D) YOU ACKNOWLEDGE THAT ANY SUCH DATA OR INFORMATION IS OUR PROPERTY AND/OR, AS THE CASE MAY BE, THE PROPERTY OF OUR THIRD PARTY SERVICE PROVIDERS AND YOU WILL NOT RE- TRANSMIT OR DISCLOSE SUCH DATA OR INFORMATION TO THIRD PARTIES EXCEPT AS REQUIRED BY RELEVANT LAW;

(E) YOU WILL USE SUCH DATA OR INFORMATION SOLELY IN COMPLIANCE WITH ALL RELEVANT APPLICABLE LAWS, RULES AND REGULATIONS.

24.4. We will attempt to provide accurate and timely information to serve the need of our Clients, neither we, nor any of our Third Party Service Providers guarantee its accuracy, timeliness, completeness or usefulness, and neither we, nor any of our Third Party Service Providers is/are responsible or liable for any such content, including any advertising, products, or any other materials. Third Party Service Providers content is provided for informational purposes only and we, as well as Third Party Service Providers disclaim any liability for the content available on our Electronic Services platforms. You will use the content at your own risk.

25. Hardware and Software Component

25.1. You shall be responsible for your own hardware equipment and software for your access or use of our Electronic Services platforms. You will assume all risks associated with the use and storage of information on your personal computer(s) through which you gain access to our Electronic Services platforms.

25.2. You shall be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.

25.3. We shall not be liable to you in the event of failure of, or damage, or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omission resulting from the failure or mismanagement of any telecommunications, computer equipment or software.

25.4. You will not transmit to, or in any way, whether directly and indirectly, expose us or any of our Electronic Services to any infection or viruses, or other code that manifest contaminating, or destructive properties and/or other similar harmful or inappropriate materials, devices, information, or data.

25.5. You agree that in the case of any Transaction and/or Contracts entered with us at prices that do not reflect the relevant Market Rate due to undetected programming error, bug, defect, error, or glitch in our Electronic Services and/or any related software, resulting in mispricing, we reserve the right to cancel such Transactions and/or Contracts upon notifying you.

25.6. Without prejudice to the foregoing, Lirunex is entitled to void from the outset or amend any terms of any Order and/or Transaction containing or based on an egregious or palpable error ("Manifest Error"), without seeking the Client's consent. Lirunex shall not be liable to the Client in any manner whatsoever for any actions or inactions Lirunex adopt in relation to such manifest error. If the Client has received monies from Lirunex in connection with such manifest error, the Client agrees that such aforementioned monies are due and payable, and the Client shall immediately return such monies in full to Lirunex.

25.7. You may be able to download certain software from our Electronic Services platform. You acknowledge and agree that we make no warranty that any software downloaded onto your computer equipment will be compatible with, or operate without interruption on, your computer equipment, nor do we warrant that any such software is or will be uninterrupted, error free or available always. We will not be liable for issues or faults that arise from the download or use of any such software.

25.8. Any software downloaded from our Electronic Services platforms is intended only for your personal and non-commercial use unless we have expressly agreed otherwise beforehand and in writing.

26. Technical Issues

While the internet and the worldwide web are generally reliable, technical problems or other conditions may delay or prevent you from accessing our Electronic Services platforms. You shall not hold us or any of our Agents, or Third Party Service Providers, liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

Chapter D: Services

27. Services Provided

The acceptance by the Clients of the terms (as updated from time to time) of this Agreement, Lirunex will perform its obligations under this Agreement with respect to Orders and corresponding Transactions. Our Transaction and/or Contract execution is carried out via our Electronic Services platforms. You consent to the receipt of documents in electronic form via e-mail, posting on and accessible through the Electronic Services.

As part of our Services, we will use reasonable commercial efforts to supply you with informational and technical means to access and use our Electronic Services, and provide you with market access and trade execution services ("Transaction") in Supported Financial Instruments in a twenty-four-hour mode of operation, except on official public holidays in the USA and Europe, subject to the relevant markets in London, the USA and/or Asia being open.

28. Counterparty

The Client enters Contract with the Company, in which, the Company will act as counterparty to the Client. The Company has the right to act as Principal or Agent for the Contract enter between Lirunex and Client. The Company may choose to be Agent for the Contract, in which, we will enter another contract with our Counterparty.

The Client has no right of recourse against the Company's Counterparties or any right over contracts between the Company and its Counterparties.

29. Price Quote

We will provide you with Price Quote in respect of Supported Financial Instruments through our Electronic Services. Each Price Quote shall be available for use in dealing instruction (Buy or Sell, or any supported dealing instructions) for a Transaction and/or Contract with a principal amount not to exceed a maximum leverage amount, determined by us, published on our Electronic Services platforms or otherwise notified to you. You acknowledge that prices and Leverage we offer to you may differ from prices and Leverage provided to other clients of ours and may be withdrawn or changed by us at any time, without prior notice and without any obligation to provide any explanation and/or justification. We may in our absolute discretion and without prior notice to you, immediately alter, withdraw, or refuse to deal on any Price Quote we may have published or cease the provision of Price Quotes altogether in some or all Supported Financial Instruments without any obligation to provide any explanation and/or justification.

Chapter E: Terms of Services

30. Dealing Instructions/Orders

30.1. Instruction sent via Electronic Services platform shall only be deemed to have been received and shall only then constitute a valid instruction when such instruction has been recorded and confirmed by the Company to the Client through the Electronic Services platforms.

30.2. The company shall be entitled to rely upon any instruction given or purporting to be given by the Client or any other person on the Client's behalf without further enquiry as to the genuineness, authority, or identity of any such person given or purporting to give such instructions.

30.3. When the Company is dealing with the Client, it does so by either passing trades straight through to its liquidity providers, typically known as Straight Through Processing, or are matched up with other traders using the Electronic Services platforms.

30.4. An order which involves an instruction to us to open a Contract at a certain price will only be executed when price level is reached provided your Account contains sufficient deposits to cover the Initial Margin for the trade to be opened.

31. Transaction Limits and Restriction

31.1. We have the right (but not the obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed, or added to by us at our absolute discretion and may include (without limitation):

(a) controls over maximum order amounts and maximum order sizes;

(b) controls over our total exposure to you;

(c) controls over prices at which orders may be submitted to include (without limitation) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book;

(d) controls over the Electronic Services to include (without limitation) any verification procedures to ensure that any order or orders has come from you; and/or

(e) any other limits, parameters, or controls which we may be required to implement tin accordance with Applicable Regulations.

32. Daily Rollovers of Contracts

When you hold a Position(s) overnight (other than Futures CFDs), they will be rolled to the next Business Day which will result in you paying Rollover Swap charge or receiving Swap benefit. Rollover Swap is a varying rate dependent upon the applicable rate in the interbank market for the currencies or Bullion, the duration of the rollover period and the size of the Positions.

Swap Charge and Swap benefits will be accrued in the swap value column of your open Contracts. In the event there are insufficient funds in your Account, any amount due to us because of Swap Charges becomes a debt due and owing to us.

33. Corporate Actions and Events

33.1. Corporate events shall include the following:

(a) Distribution, by the issuer to the shareholders of the underlying instrument, of additional shares, other share capital, warrants or rights granting dividends that result in a dilutive effect on the market value;

(b) Stocks splits and reverse stock splits that result in a change in the number of shares owned and the share price. A split is a corporate event whereby a firm multiplies the number of existing shares by a certain ratio, e.g. 1:2 (this indicates that every existing share will translate into two shares). In the 1:2 case, the shareholders 'shares will double, but given the firm's market capitalization will remain unchanged, the stock price will halve, maintaining economic equivalence;

(c) In case where an underlying instrument is granting dividends (equity index or stocks), cash adjustment in the form of Swap will be made, equivalent to that paid to clients with an open position in the underlying instrument;

(d) Lirunex reserves the right, at its sole discretion, to remove an/or cease offering financial instruments, whenever the issuing corporation of such instruments has filed for bankruptcy, even if such an action does not result in the corporation's liquidation. The mere filing of a corporation for bankruptcy, is deemed sufficient indication for Lirunex to proceed with the immediate delisting of the relevant financial instrument;

(e) Takeovers and mergers (including spinoffs), depending on their terms may result in a cash adjustment similar to that of dividends;

(f) Any other event of similar nature to the aforementioned events that may have a concentrating or dilutive effect on the market value of the instrument.

33.2. When an instrument subject to above mentioned Corporate Events, Lirunex will carry out the appropriate actions to adjust your trading account for the effect of the position, preserving the economic equivalent of the rights and obligations attached to your Transaction and/or Contract with the Company, on the ex-date of the event (the day the effected instrument's price will incorporate the effect of the event). The Company shall take the following actions:

(a) Adjust the size and/or number of Orders as deemed appropriate, with the aim to preserve, to the greatest extend possible, the economic equivalent of your open positions;

(b) Where you have a Pending Order or a Stop Loss and/or a Take Profit attached to your Orders, the Company aims to preserve, to the greatest extend possible, the equivalent of the rights and obligations of your Transaction and/or Contract immediately prior to the corporate event taking place.

34. Trading Confirmations and Account Statements

The Company will provide the Client with general Account information through the Electronic Trading Platform and/or Electronic Services. Account information will include Confirmations with ticket numbers, purchase and sales rates, used margin, amount available for the margin trading, statements of profits and losses, current open and pending positions and any other information as required by the Applicable Regulations. Confirmation shall, in the absence of Manifest Error or grossly obvious inaccuracies, be conclusive and binding on the Client, unless the Client notifies the Company within five (5) Business Days.

Chapter F: Margin Requirement

35. Margin

35.1. Margin is the amount of cash which you are required to deposit with us in order to enter into Transactions/Contracts. The full value of the Initial Margin must be placed on your Account before a Contract is opened. Margin requirement for different types of instruments and currencies pair varies and Clients may obtain the information on our Electronic Services platforms or Electronic Trading Platforms.

35.2. We may vary the required Margin and Stop Out Level at any time at our discretion in response to or in anticipation, including, without limitation, of the following:

(a) changing volatility and/or liquidity in the Underlying Instrument or in the financial markets generally;

(b) economic news;

(c) changes in your dealing pattern with us;

(d) your credit circumstances change;

(e) your exposure with us being concentrated in a particular Underlying Instrument.

35.3. We will notify of a change in the Margin requirement on our Electronic Services platforms. Any increase in Margin will be due and payable immediately on notice to you. We are not obliged to allow you time to forward further funds to meet such Margin changes after notice is issued.

35.4. The Company at its sole discretion may temporarily require higher margin for placing new Orders and open Positions for any specific or all Financial Instruments in the followings:

(a) Prior to and/or during Friday market closure;

(b) Prior and/or during to any other market closure for any specific or all Securities;

(c) Prior and/or during to any major news announcements;

(d) Prior and/or during to any anticipated abnormal Market conditions and/or Market Disruptions.

The above temporary increase of margin requirements may impact any open Orders and/or Positions and we will not be liable for losses incur due to Margin insufficiency.

35.5. If at any time Stop Out Level is reached, whilst it is not an Event of Default, we may (but are not obliged to) close some or all of your open Contracts at our absolute discretion. We will not be liable for any losses you may suffer or incur in connection with any such closing of your open Positions or any lack of closing thereof.

36. Margin Risk Monitoring

36.1. You accept that our Electronic Trading Platforms operates with automated risk monitoring. Automated Margin Call and Stop Out mechanism are implemented to monitor the overall utilization of your available collateral in support of our prevailing Margin and cash funding requirements for the Transaction and/or Contracts.

36.2. If the Equity in your Account drops to 50% of the Margin Level required to maintain your open Positions, you will receive a “Margin Call” alert. You are advised to top up to 100% or more should you want to take in new position.

36.3. If the Equity in your Account drops below 25% of the Margin Level required to maintain your open Positions, you will reach the “Stop Out Level” which our Electronic Trading Platforms will start automatically to close trading positions (starting from the least profitable positions) and restore Equity level above the Stop Out Level. Hedge positions in the Account are also subject to Margin requirement and Stop Out.

37. Negative Balance Protection (NBP)

37.1. When certain market conditions take place that are outside of our control, our Electronic Trading Platforms automated stop-out procedures may not prevent you from incurring a negative equity balance on your Account. In this situation, the Company provides a Negative Balance Protection (NBP) policy to protect clients from encountering negative balances. However, Clients are expected to always maintain the appropriate levels of margin in their trading Accounts as the recommended method of risk management.

37.2. In the event that your Account incurs a negative balance due to market gaps, extreme volatility, or other unforeseen circumstances, you should contact our support team immediately. The Company may, at its sole discretion, credit your Account to bring the balance to zero, eliminating any negative equity. Any NBP adjustment is intended to restore your Account to zero and will not include any compensation for trading losses beyond deposited funds

37.3. The provisions of NBP will not apply in the following circumstances:

(a) Force Majeure Events, including natural disasters, wars, terrorism, civil unrest, industrial actions, or other events outside the Company's control;

(b) Abnormal or exceptional market conditions, including market gaps, extreme volatility, or disruptions that prevent orderly execution of trades;

(c) Non-trading related debits, including fees, charges, penalties, or other amounts not directly related to trading activity;

(d) Client misconduct or breach, including fraudulent activity, market abuse, or violation of the Client Agreement or applicable laws;

(e) Situations where the Company, in its sole discretion, determines that the negative balance was not caused by normal trading activity.

37.4. The Company is entitled to combine the balances of any other Accounts you hold with us, including any Joint Accounts, excluding funds deposited to and managed by an Authorized User, to effect any set-off of amounts owing between you and the Company, pursuant to our terms and conditions or otherwise, in order to reduce or eliminate any negative balance in your Account before applying the Negative Balance Protection provisions set out in this Section.

Chapter G: Default

38. Event of Default

38.1. Any of the following events constitutes Event of Default:

(a) an insolvency event occurs in relation to you;

(b) you are an individual and you die or become of unsound mind;

(c) you fail to provide any Margin or other sum due under this Client Agreement in respect of any Positions, or the Margin held by us in respect of any open Positions fall below our Margin Requirement;

(d) you are in breach of any obligation, warranty or representation made under this Client Agreement and/or any information provided to us in connection with this Client Agreement is or has become untrue or misleading;

(e) you knowingly take advantage of an incorrect price when dealing with us and a reasonable person in your position would have known the price offered was incorrect or we consider that you have, or have attempted to, manipulate the Electronic Trading Platform or any other system of ours in any way;

(f) any fee or other payments due to us are not paid in accordance with this Client Agreement;

(g) whether or not any sums currently due to us from you, where any cheque or other payment instrument has not been met on first expectation or is subsequently dishonoured or you have consistently failed to pay any amount owed to us in time;

(h) at any time or for any period deemed unreasonable by us you are not contactable, or you do not respond to any notice or correspondence from us;

(i) we reasonably believe it is prudent for us for us to take actions in light of any relevant legal or regulatory requirement applicable either to you or to us;

(j) we consider that there is abnormal trading conditions;

(k) we consider it is necessary for the protection of our rights under this Client Agreement;

(l) we are unable to quote price in the Products due to unavailability of the relevant market information for reasons beyond our control;

(m) we consider that you may be in breach of or have failed to comply any Applicable Law;

(n) we are requested by any other regulatory body or authority;

(o) the aggregate of your Order and all other Orders for a Contract is outside the Normal Trading Size;

(p) where we have not received, within ten days of a written request, all information which we have requested in connection with this Client Agreement;

(q) any restriction on your Position size is, or is likely to be, exceeded.

38.2. In the Event of Default occurs, we may take all or any of the following actions:

(a) immediately require payment of any amount due to us, including Margin;

(b) terminate this Client Agreement;

(c) close all or any of your open Positions;

(d) limit the size of your open Positions;

(e) refuse orders to establish new Positions;

(f) exercise our rights to set off;

(g) impose new Margin Requirements to your trading Account;

(h) limit or withdraw the credit on your Account;

(i) suspend your Account;

(j) require you immediately to close out and settle the Position in such a manner as we request;

(k) combine, close, or consolidate any of the Accounts and offset any and/or amounts owed to, or by, us in such manner as we may in our absolute discretion determine; or

(l) retain any amount owed by us to you against any contingent liability of yours to us or so long as the contingency subsists.

Chapter H: Commissions, Charges, and other Costs

39. Commissions, Charges, and other Costs

39.1. The Client shall be obliged to pay the Company for the commissions and charges set out in the commercial terms, and any additional commissions and charges agreed between the Company and Client from time to time whether in the commercial terms or not.

39.2. The Company reserves the right to amend the commercial terms from time to time, with notice to the Client where possible. The Client is responsible to regularly reviewing the commercial terms for any modifications and agrees to be bound by the same.

39.3. Notwithstanding the clause 37.1 and 37.2 above, the Company shall be entitled to demand the following expenses are paid separately by the Client with notice:

(a) all extraordinary disbursements resulting from the Client relationship (e.g. telephone, courier, and postal expenses) in cases where the Client requests hard copy Confirmation, Account Statements, etc. which the Company could have delivered in electronic form;

(b) any expenses of the Company caused by the Client's non-performance of its obligations under these Terms, including a fee determined by the Company in relation to forwarding of reminders, legal assistance, etc.

39.4. The Company may receive remuneration from, or share commissions and charges with, its associates, liquidity providers, the Client's Referral Partner, Fund Manager or other third parties in connection with Transactions carried out on the Client's behalf. The Company or any associate my benefit from commission, mark-ups or any other remuneration where it acts for the counterparty to a Transaction.

39.5. Unless specified otherwise in the Terms, all amount due to the Company (or Fund Managers, Referring Partners used by the Client) under the Terms shall be deducted from any monies held by the Company for the Client.

39.6. If the Company received or recovers any commission, cost, expense, fee or any other amount in respect of a Client's obligations under these Terms in a currency other than that in which the amount was payable, whether pursuant to a judgement of any court or otherwise, the Client shall indemnify the Company and hold the Company harmless from and against any cost (including costs of conversion) and loss suffered by the Company as a result of receiving such amount in a currency other than the currency in which it was due.

40. Tax Matter

40.1. The Company shall not provide any advice to the Client on any tax issue related to any Services. The Client is advised to obtain individual and independent counsel with respect to tax implications of the respective Services.

40.2. Should any change in the basis or scope of taxation occur at any time which results in us having to withhold amounts on account taxes owed or payable by you in respect of any Applicable Laws, Rules and/or Regulations in respect of your Transactions or your account with us, we reserve the right to deduct the amount of any such payment(s) from your account(s) or otherwise require you to pay or reimburse us for such payment(s).

40.3. In case you do not comply with or breach any of the above or provide false information we have the right to terminate your account and liquidate Positions you hold with us.

Chapter I: Introducer of Business, Fund Managers and Third Party Service Providers

41. Introducer of Business, Fund Managers and Third Party Service Providers

41.1. The Client may have been referred to the Company by an Introducer of Business, Fund Manager and/or may utilise any Third Party system, course, program, software or trading platform offered by a Third Party Service Provider. If so, the Company shall not be responsible for any agreement made between the Client and the Client's Introducer of Business, Fund Manager and/or Third Party Service Provider, or lack thereof.

41.2. The Company does not control and cannot endorse or vouch for the accuracy or completeness of any information advice or product the Client may have received or may receive in the future from an Introducer of Business, Fund Manager and/or Third Party Service Provider. The Client understands and acknowledges that the Introducer of Business, Fund Manager and/or Third Party Service Provider may not be regulated by a government agency or regulatory authority. The Company does not endorse or vouch for the services provided by an Introducer of Business, Fund Manager and/or Third Party Service Provider. The Introducer of Business, Fund Manager and/or Third Party Service Provider are not an employee of the Company, it is the Client's responsibility to properly evaluate a Introducer of Business, Fund Manager and/or Third Party Service Provider before engaging its services.

41.3. The Client acknowledges that the Client's agreement with its Introducer of Business, Fund Manager and/or Third Party Service Provider may result in additional costs for the Client as the Company may pay a one-off fee or regularly Annexed fees or commissions to such person or entity from the Client's Account.

41.4. The Client acknowledges Introducer of Business, Fund Manager and/or Third Party Service Provider are compensated on a per-trade basis on the Client's trading orders and withdrawn from the Client's Account. Such compensation to the Introducer of Business, Fund Manager and/or Third Party Service Provider may require the Client to incur a mark-up, above and beyond the ordinary spread provided by the Company. The Client acknowledges and accepts that frequent transactions may result in a sum of total commissions, fees and/or charges that may be substantial and may not necessarily be offset by the net profits, if any, achieved from the relevant trades. The Company only acts as custodian and principal broker, and therefore is not responsible for the size of the commissions, fees and/or charges paid by the Client.

41.5. The Client understands that by engaging the service of Introducer of Business, Fund Manager and/or Third Party Service Provider, they will have access to the Client's personal information held by the Company, including Client's trading activity. The Client further understands that its Introducer of Business, Fund Manager and/or Third Party Service Provider may have been introduced to the Company by another third party who is compensated in part based on the introduction of the Client to the Company, or on the Client's trading activity.

42. Managed Account

42.1. At the Client's request, the Company may allow a third party, selected by the Client, to be the Client's Attorney, managing the Client's Account, for the following purposes:

(a) to enter into, modify, and/or close Transactions with the Company;

(b) to set, edit, and/or delete all dealing preferences relating to the Account;

(c) to enter into any agreements with the Company on behalf of the Client, which relate to Transactions on the Account;

(d) to communicate with the Company on behalf of Client regarding any complaints or disputes that the Client or Company may have against one another in relation to the Account; and/or

(e) to transfer money between the Account(s) and between any other account that the Client holds with the Company.

42.2. Where a Client wishes to have its Account managed by a third party, the Client must submit a Limited Power of Attorney (LPOA) between the Client and the Attorney to the Company in a form acceptable by the Company in its sole and absolute discretion. The Company, Client and Attorney will be bound by these Terms.

42.3. The Company reserves the right, at any time and in its sole and absolute discretion, to require the Client to trade its Account. This would require the Client to revoke its grant of authority to its Attorney and take all actions on its Account itself. Where the Company so requires, the Company will notify the Client and the Attorney of its decision. The Company need not specify its reasons for requiring the Client to trade its Account.

42.4. The Client agrees to reimburse the Company for any loss, damage or expense incurred by the Company because of:

(a) the Company acting instruction of the Attorney that fall outside power granted in the Power of Attorney; or

(b) the Attorney's breach of any term of the Limited Power of Attorney.

42.5. The Company shall allow the Attorney, subject to the authorization granted by the Client in the Limited Power of Attorney, to transfer part or all of the Client's funds back to the originating account held by the Client.

42.6. The Client authorises the Company to accept all instructions given to it by the Attorney, whether orally or in writing, in relation to the Account. The Company shall not be obliged to make any enquiry of the Client or of any other person before acting on such instructions.

42.7. The Client ratifies and accepts full responsibility and liability for all instructions given to the Company by the Attorney (and for all Transactions that may be entered into as a result) and will indemnify the Company and keep it indemnified against any loss, damage or expense incurred by the Company because of its acting on such instructions. The indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage, or expense, and irrespective of any knowledge, acts, or omissions of the Company in relation to any account held by any other person or body (including the Attorney) with the Company. The Client further agrees that this indemnity shall extend to loss, damage or expense incurred by the Company in reversing incorrect or erroneous instructions submitted by the Attorney that result in a Transaction that must, for the protection of the Company or its other clients or for the reasons of market integrity, be reversed.

42.8. The Company hereby notifies the Client that the Attorney is not an employee, Fund Manager, or representative of the Company and the Attorney does not have any power or authority to act on behalf of the Company or to bind the Company in any way.

42.9. Unless otherwise agree in writing between the Company and the Client, the Company may from time to time communicate with the Attorney directly regarding the Account. The Client consents and agrees that communications made by the Company to the Attorney are deemed to be received by the Client at the same time at which they are received by the Attorney.

42.10. By submitting a Limited Power of Attorney to the Company, the Client consents to and authorises the Company to disclose to the Attorney all information that the Company holds in relation to the Client's Account.

42.11. The Client acknowledges and accepts that, in providing an Electronic Trading Platforms to the Attorney, the Company has the right but not the obligation to set limits, controls, parameters and/or other controls on the Attorney's ability to use such platforms. The Client accepts that if the Company chooses not to place any such limits or controls on the Attorney's trading, or if such limits or controls fail for any reason, the Company will not exercise oversight or control over instructions given by the Attorney and the Client accepts full responsibility and liability for the Attorney's actions in such circumstances.

42.12. If the Client wishes to revoke or amend a grant of authorization under a Limited Power of Attorney, it must provide a written notice of such intention to the Company from time to time. Any notice shall not be effective until the Company revert with the effective date. The Client acknowledges that it will remain liable for all instructions given to the Company prior to the revocation/variation being effective, and that it will be responsible for any losses, which may arise on any Transactions that are open at such time.

Chapter J: Prohibited Trading Practices

43. Abusive Strategies, Arbitrage and Abnormal Trading

43.1 Internet, connectivity delays, and errors sometimes create a situation where the price displayed on the Electronic Trading Platform does not accurately reflect the market rates. The concept of using trading strategies to exploit errors in prices due to internet delays is commonly term as Arbitrage. Below are examples of abusive trading technique (including but not limited to):

(a) fraud/illegal actions that led to the transaction;

(b) orders placed based on manipulated prices as a result of system errors or system malfunctions;

(c) arbitrage trading on prices offered by our platforms as a result of systems errors; and/or

(d) coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.

43.2. Abnormal trading happens when customers conduct intensive transactions or trading volumes in a very short period of time. Short-term trading is not beneficial to the customer since a huge amount of handling fees is payable for frequent transactions and it is also an inappropriate investment method, and customers cannot obtain large profits in these frequent transactions.

Abnormal trades can affect the stability and efficiency of the company trading system, and at the same time it will affect the trading of ordinary customers.

In this regard and in order to protect the interests of the majority of customers, the company does not accept any abnormal trades. Examples of Abnormal Trades (including but not limited to):

(a) when there is a 30% of trading volume's holding time is less than 3 minutes;

(b) when 30% of the trading volume belongs to the hedged positions established within 3 minutes;

(c) when customer is using one trading account to manipulate multi-computers and undergo high-volume trading, in order to create a mass trading illusion by misleading information;

(d) utilizing the internet or computers to conduct "quote delay", and repeatedly "intentionally" or "maliciously" trading in and out of the market with "heavy lots" within 3 minutes, that takes profit from trading platform rather than from the market in a short period of time;

(e) use of any software to apply any kind of artificial intelligence analysis to the computer systems with the sole purpose to gain unfair advantage and exploit company trading facility;

(f) use of any software for the purpose to cause serious negative impact on the performance of the company servers and that could prevent the achievement of the best possible result for the clients as regards the execution of their orders.

(g) Arbitrage trading to take advantages on issued pricing error and delays by Liquidity Provider.

(h) Hedging trades via different accounts from different owners where they seem it were planned as organisation activities.

(i) Elaboration from either the same IP or different IP address which can indicate the same person controlling several accounts.

(j) Any indication or suspicion, in the Company's reasonable discretion, execution of a single high-volume trade or several trades of lower volume conducted at the same rate and at nearly the same time, which represents a subdivision of a big trade into smaller ones trading during fundamental news event and other political or market announcement, abuse of our "negative balance protection" (including, but not limited to, a participant's trading activity patterns that indicate that the participant solely aims to benefit financially from this act without being genuinely interested in trading in the markets and/or taking market risk will be classified under "News Trading:

News Trading is hereby defined as any trading activity executed **15 minutes before and 5 minutes after** related currency fundamental news event and other political or market announcement release, trading in relation to same base or quote currency pair with same direction caused those results in the trading account's inability to maintain sufficient equity to cover a market movement of 5000 points value against open positions are subject to classification as "News Trading". Which exceeding this exposure threshold due to execution in the defined time window as such conditions are assessed based on the following leverage formula.

*Essential Margin Reserve In Point Value Is Sole Discretion

$$Maximum\ Total\ Position\ Lot\ Size\ Allowable = \frac{Account\ Balance}{Essential\ Margin\ Reserve\ In\ Point\ Value}$$

The following table provides examples of how the maximum allowable lot size is calculated for different account equity for the currency pairs XAU/USD and EUR/USD:

Currency Pair	Account Equity (USD)	Essential Margin Reserve in Points Value	Maximum Total Position Lot Size Allowable	New Position (Within 5 min)	Existing Position	Total Position	Classification
XAU/USD	1,000	5,000	0.2 lot	0.1 Lot	0.1 Lot	0.2 Lot	**Acceptable**
EUR/USD	1,000	5,000	0.2 lot	0.0 Lot	1.8 Lot	*1.8 Lot	**Acceptable**
XAU/USD	2,000	5,000	0.4 lot	0.2 Lot	0.2 Lot	0.4 Lot	**Acceptable**
EUR/USD	2,000	5,000	0.4 lot	0.4 Lot	0.0 Lot	0.4 Lot	**Acceptable**
XAU/USD	1,000	5,000	0.2 lot	0.2 Lot	0.1 Lot	0.3 Lot	**Unacceptable**
EUR/USD	1,000	5,000	0.2 lot	0.2 Lot	0.2 Lot	0.4 Lot	**Unacceptable**

*Even though you exceed the allowed limit lot size as long as don't have any new position **within 15 minutes before and 5 minutes after** of news release, you are not classified as "News Trading"

(k) Risk free profiting through the rebate scheme, including but not limited to Client's trading patterns that indicate that the Client solely aims to benefit financially from the rebate scheme without being genuinely interested in trading in the markets and/or taking market risk, such as but not limited to majority of the trading volume indicates that the Client is offsetting the net losses in trading account(s) with the rebate profits.

(l) Most of the trading volume utilizing a strategy identified as a 'Manipulation Strategy' by our Liquidity Provider is strictly prohibited. Such strategies are restricted and will result in the rejection of trading flows by our Liquidity Provider. The key characteristics of a Manipulation Strategy includes machinegunning huge lot size positions with high success rate and decay, flipping buy/sell position within a short period of time to capture both sides of the manipulated move, and closing the orders within the same day.

(m) **Gap Trading:** Any attempt to exploit market price gaps (before/after news events, rollovers, or market openings) will be considered abusive trading.

(n) **Swap Arbitrage:** Positions established for the primary purpose of collecting positive swaps, rollover differences, or interest rate discrepancies without genuine market risk exposure are not permitted.

(o) **Broad Discretion on Suspicious & Manipulative Activity:**
Any trading activity, strategy, pattern, or execution method—whether executed individually, or in coordination with third parties—that the Company, in its sole, absolute, and unappealable discretion, deems suspicious, manipulative, abusive, abnormal, or lacking genuine investment risk intent. This includes, without limitation:

i. **Infrastructure & Feed Abuse:** Exploiting or attempting to manipulate platform systems, execution algorithms, pricing feeds, or liquidity provider facilities;

ii. **Incentive & Account Gaming:** Artificial profit-seeking or abuse involving deposit bonuses, trading credits, promotions, swap rates, or negative balance protection facilities;

iii. **Coordinated & Multi-Account Manipulation:** Operating via shared IP addresses, device footprints, shared VPS facilities, or coordinated accounts to manipulate order flows, execute wash trades, or bypass risk limits; or

iv. **Market Abuse:** Placing orders intended to distort pricing, create artificial market volume/illusions, spoof quotes, or breach market integrity rules and trades consistently opened around low-liquidity periods.

The Company reserves the right to classify any such conduct under this Clause 43.2(o) immediately, without prior notice, and without obligation to provide proof or disclose internal detection protocols, directly triggering all enforcement rights and remedies under Clause 43.3.

(p) **Automated System Stress and Server Overload:**

The use of any Expert Advisor (EA), automated trading robot, custom script, or algorithmic tool that generates excessive order requests, high-frequency server polling, or continuous failed order submissions—including, without limitation, repetitive order rejections caused by insufficient margin or insufficient account balance—which results in or threatens server overload, latency, or degradation of platform performance.

43.3. The Company reserves the right to, at our sole discretion, to stop Abusive, Arbitrage and Abnormal trading activity on our Electronic Trading Platforms and action on such involved activities:

(a) to revoke the completed Transactions and the rebate given from the Transactions;

(b) to make necessary corrections or adjustments on the Account(s) involved;

(c) to restrict the Account(s) involved access to streaming, instantly tradable quotes;

(d) to retrieve from the Account(s) involved any historic trading profits and rebate profits that can document as having been gained through such abuse of liquidity at any time during the client relationship;

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

(f) to inform any interested third parties.

(g) to require the Client to complete an additional Know Your Customer (KYC) verification process, including but not limited to a video verification, prior to allowing further account activity or withdrawal.

(h) to reserve the right, upon providing written notice to the Client, to close, cancel, liquidate or otherwise terminate any and all open floating positions and/or pending orders held under the Account(s) involved within three (3) hours from the time such notice is issued.

(i) to disablement of Trading & Subsequent Client Liability: Where an Account is restricted, suspended, or has its trading functionality disabled due to server overload, system stress, or order spamming arising from automated trading systems or insufficient margin/balance: The Company reserves the right to disable trading access immediately and without prior notice to protect server stability and platform integrity. Client Responsibility for Unexecuted Losses: The Client expressly acknowledges and agrees that the subsequent deposit of funds, restoration of sufficient account balance, or replenishment of margin shall not automatically reactivate trading functionality. Until the Company completes its system review and manually re-enables trading on the Account, the Client shall be solely responsible and liable for any and all direct, indirect, or consequential losses, including but not limited to floating losses, unexecuted trades, missed market opportunities, slippage, or failure to open, adjust, or close positions. The Company shall incur no liability whatsoever for any loss or unexecuted trade resulting from such trading disablement.

43.4. Any indication or suspicion, in Lirunex sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to Client's trading patterns that indicate that the Client solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties, abuse of our policy, fraud, manipulation, cash back arbitrage or any forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits and losses garnered as invalid. In these circumstances, we reserve the right to close/suspend (either temporary or permanently) all of the Client's trading Accounts and/or cancel all Transactions. You will be strictly prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

Chapter K: General Provisions

44. Complaints Handling

We are obliged to put in place internal procedures for handling complaints fairly and promptly. You may submit a complaint to us by filling in the appropriate form and channels through our website. We will send you a written acknowledgement of your complaint promptly following receipt. Please contact us if you would like further details regarding our complaints procedures.

45. Processing of Personal Data

45.1. The Company is the data controller. You hereby acknowledge and agree to the collection and processing of personal data provided by you in connection with the opening of a trading account for the purpose of performing our obligations under these Terms and Conditions and for administering the relationship between you and us.

45.2. The Company may on some occasions share your Personal Data with third parties in order to provide you with the Services and improve your trading experience, in accordance with the applicable laws and Company's Privacy Policy. The Company will not disclose your Personal Data to any third party without your prior consent and/or without having a legal basis to do so.

45.3. You hereby acknowledge and agree that the Company may pass information provided by you to the Company, to other companies belonging to the same group with the Company and to other associated companies, for the purpose of processing and/or analyzing the personal data for the purpose of providing you with the Services.

45.4. In the event that you have consented to the use of your personal data by the Company for marketing and information management purposes, or to conduct market research for the Company, then the Company may share these data with other companies in its group or with carefully selected external parties that may use the personal data to provide you with information about the products and services that may be of your interest.

45.5. Under certain circumstances, you have the right in relation to your personal data:

(a) Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it;

(b) Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

(c) Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

(d) Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

(e) Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

(f) Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

(g) Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

You must read and acknowledge the Privacy Policy of the Company available online.

46. Risk Acknowledgement

46.1. You acknowledge, recognize and understand that trading and investments in leverage Transactions and/or Contracts is:

(a) highly speculative;

(b) may involved extreme degree of risk; and

(c) is appropriate only for persons who can assume substantial risk of loss in excess of their Margin deposit.

46.2. You acknowledge and understand that:

(a) because only small Margin is required for high leverage Transactions, price changes in the underlying instrument may result in significant losses, which losses may substantially exceed your investment and Margin deposit;

(b) certain Market Conditions may make it difficult or impossible to execute Orders at a stipulated price;

(c) when you instruct us to enter into any Transaction and/or Contract, any profit and loss arising as a result of fluctuation in the value of the underlying instrument will be entirely for your Account and risk;

(d) you agree not to hold us responsible for any losses incurred as a consequence of following any of the our suggestions or information on our Electronic Services platforms, our employees, associates or representatives, unless we have exercised gross negligence in connection herewith;

(e) we do not guarantee profit or freedom from loss in investment trading and you will not receive such guarantees or similar representations from any of our associates, from Introducer of Business/Affiliate, or representatives hereof or from any other entity with whom you are trading.

46.3. Trading in leverage market is high risk and you should evaluate whether such trading is suitable for you, consideration of your experience, objectives, financial resources and other relevant circumstances. You acknowledge that you have read and understand the risk factors that accompany with leverage trading.

(a) When you enter into foreign currency contracts with us, you will be entering into a privately negotiated Transaction and/or Contract with us, as Principal. We may, in turn, enter into "back-to-back" transactions with others, including our Associates and third party counterparties. We include our mark-up in the Price Quotes we provide to you. Transactions and/or Contracts entered into with us will be an obligation on our part. Both of us are obliged to perform our respective obligations under each Transaction and/or Contract in accordance with its Terms.

(b) Transactions in leveraged Instruments carry high risk as the amount of Initial Margin may be small relative to the value of the Instruments traded. A small market movement may have a proportionately larger impact on the funds you have deposited. You may sustain a total loss of Initial Margin and any additional funds deposited with us if the market moves against your positions. We reserve the right to liquidate positions without prior notice in the case of any Margin shortfall or if you fail to comply with the request for additional fund for maintaining your position(s).

We may at any time and from time to time amend the leverage ratios in its sole discretion and without any notice on a case by case basis on all or any Accounts of the Client and based on any parameter it chooses, including applying different leverage ratios to different investment, in relation to external events such as government announcements or any news. We will not be liable to you for any loss arising from change in leverage ratio, even if that automatically causes any or all of your trading positions to be closed out or if your Account is treated differently from other client's Accounts.

46.4. You will trade through our Electronic Trading platforms which you will also be exposed to risks associated with the platforms/systems including the hardware and software. The result of any system failure may be that your Order is either not executed accordingly to your instructions, is not executed at all, is not able to keep you informed continuously about our positions and/or fulfilment of the Margin requirements. We do no have control over signal power, its reception or routing via internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortion or delays when trading on-line via the internet.

46.5. Market conditions and/or the operation of the rules of certain Markets (e.g. the suspension of trading in any instrument or underlying instrument because of price limits or "circuit breaker") may increase the risk of loss by making it difficult or impossible to effect Transactions and/or Contracts or liquidate/offset positions. The normal pricing relationship between the underlying instruments and the instrument traded may not exist. The absence of a price for a instrument may make it difficult to judge "fair" value.

46.6. We will not be liable for erroneous quoting and/or execution errors due to failure of hardware, software or communication lines or system and/or inaccurate external data feeds provided by third party vendors, which in turn, results in errors in your Account balance. In the event of quoting or execution error, we reserve the right to make necessary corrections or adjustments on the Account involved. Any dispute arising from such errors will be resolved by us in our sole discretion.

46.7. The Transactions and/or Contracts you are entering into with us as counterparty are not traded on an exchange, but in the off-exchange/Over-the-Counter (OTC) Market. The Over-the Counter (OTC) Market is unregulated, there are no limitations on daily price movements (unless imposed by a government or central bank authority),

no rules to regulate valuation or settlement procedures, and no minimum financial requirements for market participants. Accordingly, 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 of risk. Before you under such Transactions, you should familiarize yourself with applicable rules and attendant risks.

46.8. Our Electronic Trading Platforms do not support negative prices of financial instruments. In the event of the price of any financial instrument reaching zero (0) or going below, our Electronic Trading Platforms will close any open positions at zero. We will suspend the trading for the affected instrument.

47. Representations, Warranties and Covenants

47.1. Representations and warranties are personal statements, assurances, or undertakings given by the Client to the Company on which the Company relies when dealing with the Client. The Client makes the following representations and warranties at the time it enters into this Agreement and every time it places a Transaction or gives the Company any other instruction:

(a) where the Client is a natural person, the Client is of sound mind, and over 18 years old;

(b) the client is aware of the risks involved in trading each investment product with the Company;

(c) the client and/or any person(s) entering into these Terms and performing any Transactions on the Client's behalf, has all necessary authority, powers, consents, licenses and authorisations, and has taken all necessary actions to enable it to lawfully enter into and perform its obligations under these Terms, and/or to place any Orders or instructions;

(d) these Terms as well as each Transaction and the obligations created under them are binding upon the Client and enforceable against it (subject to applicable principles of equity) and currently do not and in the future will not violate the terms of any regulation, order, charge or agreement by which the Client is bound;

(e) no Event of Default has occurred or is occurring with respect to the Client or any Credit Support Provider;

(f) the Client is compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;

(g) except where the Company and the Client have agreed otherwise in writing, the Client acts as Principal and is not acting as any other person's agent or representative;

(h) all information which the Client provides or has provided to the Company (whether in the Account opening process or otherwise) is true, accurate and not misleading in any material respect;

(i) the Client is willing and financial able to sustain a total loss of funds resulting from Transactions;

(j) the Client has consistent and uninterrupted access to internet service and any email address provided in its Account opening documentations;

(k) the Client is compliance with all Applicable Regulations at all time concerning money-laundering relating to the identification requirements, and if satisfactory evidence of identity has not been obtained by the Company within a reasonable time period, the Company reserves the right to cease to deal with the Client.

47.2. A covenant is a promise to affirmatively do something. The Client covenants to the Company:

(a) that for the duration of this Agreement, the Client will promptly notify the Company of any change to the detail s supplied by the Client during the Account opening process, including in particular any change of address, any such occasions where the Client moves to another territory or country, and any change or anticipated change in the Client's financial circumstances or employment status (including redundancy and/or unemployment) which may affect the basis on which the Company does business with the Client;

(b) the Client will at all times obtain, comply and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorisations referred to in this Clause (Representations, Warranties and Covenants);

(c) the Client will promptly notify the Company of the occurrence of any Event of Default or potential Event of Default with respect to itself or any Credit Support Provider;

(d) upon demand, the Client will provide the Company with such information as the Company may reasonably require from time to time; and

(e) the Client will use all reasonable steps to comply with all applicable laws and regulations in relation the Agreement.

48. Force Majeure Event

48.1. For the purpose of this Client Agreement, a Force Majeure means any occurrence or non-occurrence as a direct or indirect of which a party is prevented from or delayed in performing any of the obligations (other than a payment obligation) under the Client Agreement and that is beyond the reasonable control of that party, including force of nature, industrial action and action or inaction by a Government Agency.

A Force Majeure Event includes, but not limited to:

(a) where we are, in our opinion, unable to maintain an orderly market in our products in respect of any one or more of the Underlying Instruments as a result of the occurrence of any act, omission or event (including but not limited to any circumstances beyond our control such as strike, riot, civil unrest or failure of power supply, communications or other infrastructure);

(b) the suspension, closure, liquidation or abandonment of any relevant market or Underlying Instruments;

(c) the imposition of conditions, limits or special or unusual terms in the relevant market or Underlying Instruments;

(d) the imposition of conditions, limits or special or unusual terms on us by our hedging counterparties;

(e) the excessive movement, volatility, or loss of liquidity in the relevant markets or Underlying Instruments.

48.2. You acknowledge and agree that we may in our reasonable opinion, determine that a Force Majeure Event exists or is about to occur, and we will inform you as soon as reasonably practicable if we so determine.

48.3. If we determine that a Force Majeure Event exists or is about to occur, then we may (without prejudice to any other rights under this Agreement and at our sole discretion) take such action as we deem necessary or appropriate in the circumstances, having regard to you and your interests, and neither we, nor any of our directors, officers, employees, agents or advisers will be liable for any failure, hindrance or delay in performing our obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.

49. Notices and Communication with the Client

49.1. The Company may notify, instruct, or communicate with the Client by telephone, letter, fax, email or via Electronic Services Platform, and the Client agrees that the Company may contact the Client through any of these mediums at any time. The Company will use the address, fax number, phone number, or email address specified in the Client's Account opening documentation or such other address (physical or electronic) or number (fax or phone) as the Client may subsequently provide the Company.

49.2. The Client will be deemed to have acknowledged and agreed with the content of any notice, instruction or other communication (except Confirmations, Account Statements, and Margin Call Warnings) unless the Client notifies the Company to the contrary in writing within five (5) Business Days of the date on which the Client is deemed to have received it in accordance with Clause 47.3.

49.3. Any notice, instruction or other communication will be deemed to have been properly given by the Company:

(a) if hand delivered, when left at the Client's last known home or work address;

(b) if sent by post to the address last notified by the Client to the Company, on the next Business Day after being deposited in the post;

(c) if given verbally over the telephone, immediately where the Company speaks with the Client. If the Company is unable to connect with the Client via phone, the Company may leave a message on the Client's answering machine. In such an event, the notice, instruction or other communication will be deemed to have been properly given one (1) hour after the message is left;

(d) if sent by fax, immediately upon receipt of a successful transmission report;

(e) if sent by email, immediately after the email is sent providing the Company does not receive confirmation of a failed delivery from the relevant email provider; and/or

(f) if posted on the Company's website or Electronic Services Platforms, as soon as it has been posted

49.4. The Client is responsible for reading all notices posted on the Company's website and Electronic Services Platforms in a timely manner.

49.5. The Client may notify the Company by letter, fax, or email, each of which shall constitute written notice. The Client will use the Company's registered address, fax number, or email address specified by the Company from time to time in accordance with any notice requirement.

49.6. Any notice will be deemed to have been properly given by the Client:

(a) if hand delivered, when left at the Company's registered office;

(b) if sent by post to the Company's registered address, upon receipt by the Company;

(c) if sent by fax, immediately upon receipt of a successful transmission report; and/or

(d) if sent by email during Business Hours, one hour after the email is sent providing the Client does not receive confirmation of a failed delivery from the relevant email provider.

49.7. The Client and the Company shall communicate with one another in English. The Company or third parties may have provided the Client with translations of the Terms. The original English version shall be the only legally binding version for the Client and the Company. In case of discrepancies between the original English version and other translations in the Client's possession, the original English version provided by the Firm shall prevail.

49.8. The Company shall not be liable for any delay in the Client receiving any communication once dispatched by the Company, except where the delay is caused by the Company's wilful default, fraud or gross negligence.

49.9. The Company may record any and all telephone conversations between the Client and the Company's personnel including but not limited to principals, agents, employees or associate, and at the sole option and discretion of the Company, be recorded electronically with or without the use of an audible, automatic warning tone. The Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceedings that may arise involving the Client or Company. The Client understands that the Company destroys such recordings in accordance with its established business procedures, and the Client hereby consents to such destruction.

50. Exclusions and Limitations of Liability

50.1. Nothing in these Terms shall exclude or restrict any duty or liability owed by the Company to the Client under Applicable Regulations. Apart from the foregoing, neither the Company, nor its Associated Company, directors, officers, employees, Introducer of Business, or Fund Managers shall be liable to the Client or any third party for any losses, damages, costs or expenses (including direct, indirect, special, incidental, punitive, or consequential loss, loss of profits, loss of goodwill or reputation, lost data, loss of use of the Electronic Trading Platforms, business interruption, business opportunity, costs of substitute, services or downtime costs), whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by the Client under these Terms (including any Transaction or where the Company has declined to enter into a proposed Transaction) unless such loss arises directly from the Company's respective gross negligence, wilful default or fraud.

50.2. Without limitation, the Company does not accept liability:

(a) for any partial or non-performance of the Company's obligations hereunder by reason of any cause beyond the Company's reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supranational bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of the Company's custodian, sub-custodian, dealer, Market, clearing house, or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

(b) by reason of any delay or change in the market conditions before any particular Transaction is effected;

(c) for any loss that the Client suffers in an event where any computer viruses, worms, software bombs, or similar items are introduced into the Client's computer hardware or software via the Electronic Trading Platforms, provided the Company has taken reasonable steps to prevent any such introduction;

(d) for any actions the Company may take pursuant to its rights under these Terms;

(e) for any losses or other costs or expenses of any kind arising out of or in connection with the placement of Orders by the Client or the execution of Transactions with the Company;

(f) for any adverse tax implications of any Transaction whatsoever;

(g) by reason of any delay or change in market conditions before any particular Transaction is affected; and

(h) for communication failures, distortions or delays when using the Electronic Trading Platforms.

(i) EA/Automation Disablement & Margin Loss Exclusion: The Company shall not be liable to the Client or any third party for any losses, costs, expenses, or damages (whether direct, indirect, special, or consequential) arising from: The automatic or manual disablement, suspension, or restriction of trading access on an Account caused by an Expert Advisor (EA), automated script, or trading bot overloading Company servers or exceeding system capacity due to insufficient margin/balance or excessive order requests; and Any subsequent

unexecuted orders, missed trading opportunities, or realized/unrealized trading losses incurred after the Account balance or margin is restored to sufficient levels, while trading remains disabled or under administrative review by the Company.

51. Governing Law and Jurisdiction

51.1. This Agreement shall be governed by and construed in accordance with the Mauritius Office of the Registrar of Corporation.

51.2. The Courts of Mauritius have exclusive jurisdiction to settle any dispute arising in connection with the Agreement and for such purposes the Company and the Client irrevocably submits to the jurisdiction of the local courts.

51.3. Nothing in this Clause (Governing Law and Jurisdiction) shall prevent the Company from bringing proceedings against the Client in any other country which may have jurisdiction to whose jurisdiction the Client irrevocably submits.

51.4. Irrespective of the Client's location, the Client agrees to the service of legal process or any other documents in connection with proceedings in any court by the registered mailing of copies to the Client's last address shown in the Company's records, or in any other manner permitted by Mauritius law, the law of the place of service or the law of the jurisdiction where proceedings are instituted.

52. Controlling Language

52.1. This Agreement and all other agreements and/or documents executed on the basis of this Agreement shall be written and interpreted in English.

52.2. In the event that this Agreement has been translated into language other than English, it is the English version that will be prevailing and controlling in the event of any discrepancy.

53. Merchant Information

LX Solutions OÜ (Registry Code: 17439869) is incorporated and registered in Estonia as a private limited company (osaühing), with its registered office at Harju maakond, Rae vald, Karla küla, Atleedi tee 20, 75326, Estonia.

54. Additional Cardholder Information

54.1. It is the consumer’s responsibility to know the laws and regulations concerning online trading in the consumer’s country.

54.2. The Cardholder is recommended to retain a copy of the Transaction records and Terms and Conditions of the URL.

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