

CLIENT SERVICES AGREEMENT

LEGACY CAPITAL LTD

Legacy Capital Ltd (the “**Company**”) is a limited liability company incorporated and registered under the laws of Seychelles, with Company number 8438289-1 and a registered address at CT House, Office 9A, Providence, Mahe, Seychelles. The Company is authorized and regulated by the Financial Services Authority in Seychelles (“**FSA**”) under the license number SD229 for the provision of the investment services specified in this Client Services Agreement (hereafter the “**Agreement**”).

The Client must read this Agreement and ensure it understands its terms before accepting the Agreement and using the Company’s Services.

Scope and Application: This Agreement governs the relationship between the Client and the Company and is electronically executed. The Client is required to accept these terms provided that it has read and agrees with the terms of the Agreement.

For the avoidance of any doubt, the Client expressly acknowledges that the use of an electronic signature i.e., ‘tick box’ constitutes the Client’s signature and acceptance, and this Agreement has the same legal effect and confers the same legal rights upon the parties as if it had been signed. By ticking the acceptance box and submitting the account-opening forms, the Client agrees to abide by and be bound by this Agreement. The tick-box constitutes the Client’s electronic signature and has the same legal effect as a handwritten signature.

Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set out below. The singular shall include the plural and vice versa. Headings are for convenience only and shall not affect interpretation.

"Account" shall mean a trading account maintained by the Client with the Company;

"Applicable Regulations" means the rules of any relevant regulatory authority, the rules of any relevant exchange, and all other applicable laws and rules in force from time to time including among others the Securities Act 2007 as amended, the Securities (Conduct of Business) Regulations 2008, the Securities (Financial Statements) Regulations 2008, the Securities (Advertisements) Regulations 2008, the Securities (Forms and Fees) Regulations 2008, the Securities (Substantial Activity Requirement) Regulations 2018, the Financial Services Authority Act 2013, the Anti-Money Laundering Act of 2020 as amended and the Prevention of Terrorism Act 2004 etc.

"Authorised Third Party-Representative" shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person i.e. the Client or legal entity but in his/its own name;

"Business Day" means any day on which commercial banks and the financial markets in Seychelles are open for business, excluding Saturdays, Sundays, and public holidays. Unless otherwise stated, any reference to a time in this Agreement is to Seychelles local time (UTC+4).

"CFD Contract" or "CFD" shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index;

"Client" means any natural or legal person who has agreed to be bound by this Client Services Agreement, has completed the Company's Account opening process to the Company's satisfaction, and has been accepted by the Company as a counterparty for the provision of the Company's Services.

"Company" means Legacy Capital Ltd, a company incorporated in Seychelles with registration number 8438289-1, licensed and regulated by the Seychelles Financial Services Authority under license number SD229, and any of its successors or assigns.

"Company's Website" shall mean the Company's Website <http://wbinvest.com>

"Copy Trading Platform" means the electronic copy trading functionality operated by the Company, whether developed by the Company or by a third party, which enables Clients to follow and automatically copy the trading activity of other Clients, and which includes all related systems, user interfaces, data feeds, and settings.

"Copy Trading Provider" means a Client whose trading activity is made available, through the Copy Trading Platform, to be automatically copied by Followers in accordance with the Copy Trading Terms set out in this Agreement.

"Credentials" means any usernames, passwords, security codes, multi-factor authentication codes, tokens, certificates, API keys or biometric identifiers used to authenticate access to the Platform.

"Dormant Account" means an Account that meets the criteria for inactivity set out in the "Account Inactivity" clause of this Agreement and has been designated as dormant in the Company's records, and which may be subject to closure and the transfer of any remaining balance in accordance with applicable law.

"Equity" shall mean the aggregate of (i) the Balance; and (ii) unrealized profit or loss on open positions (after deduction of any Charges and the application of any Spread on closing of a position);

"Financial Instruments" shall mean Contracts for Differences (CFD) on currency pairs, commodities, indices, shares or any other instruments as these are available on the Company's website;

"Follower" means a Client who has elected, through the Copy Trading Platform, to follow and automatically copy the trading activity of one or more Providers in accordance with the Copy Trading Terms set out in this Agreement.

"Force Majeure Event" means any event beyond the reasonable control of the affected party which prevents or delays the performance of its obligations under this Agreement, including but not limited to:

acts of God, natural disasters, extreme weather, war, civil unrest, acts of terrorism, strikes, lock-outs, labour disputes, failures of telecommunications or electronic systems, power outages, pandemics, government actions or restrictions, and market disruptions.

"High Water Mark" or "HWM" means the highest recorded level of profit previously achieved in a Follower's Subscription with a Provider, as calculated in accordance with the Performance Fee provisions in this Agreement, and used for determining whether a Performance Fee is payable.

"Inactive Account" means an Account in respect of which there has been no trading activity, deposits, or withdrawals for the period specified in the "Inactive and Archived Accounts" clause of this Agreement, and which may be subject to inactivity fees or termination in accordance with this Agreement.

"Business Introducer" or "Introducer" means any natural or legal person who has entered into a written introducer agreement or similar arrangement with the Company to refer potential Clients to the Company, whether or not such Introducer is remunerated, and whose role is limited to introducing Clients without providing investment advice or portfolio management.

"Margin" shall mean the necessary funds so as to open or maintain open positions in a CFD Transaction;

"Margin Level" shall mean $(\text{Equity} / \text{Margin}) * 100$; it determines the conditions of the Client's Account.

"Market Data" means quotes, prices, order-book data, charts, news, research, analytics and similar information made available via the Platform.

"Mobile Application" means any mobile software application provided by the Company that forms part of the Platform, including iOS/Android applications and related components.

"MTF" means a multilateral system operated by an investment firm or market operator, which brings together multiple third-party buying and selling interests in financial instruments in the system, in accordance with non-discretionary rules, in a way that results in a contract.

"Multi-Terminal" means any functionality of the Platform that enables simultaneous management of multiple Client Accounts from a single interface or tool.

"Platform" means the electronic trading platform(s) provided by the Company, whether developed by the Company or by a third party, including all related software, systems, databases, and user interfaces, through which the Client may transmit orders, receive price information, monitor positions, and otherwise use the Company's Services.

"Quote" shall mean the bid and ask prices at which a Financial Instrument can be bought and sold;

"Underlying Asset" means property of any description (including a currency or currency pair) or an index or other factor designated in a CFD Transaction to which reference is made to fluctuations in the value or

price for the purpose of determining profits or losses under the CFD Transaction;

"Services" means the investment and ancillary services provided by the Company to the Client under this Agreement, including but not limited to the reception and transmission of orders, execution of orders on behalf of Clients, provision of the Copy Trading Platform, and related back-office and support services.

"Service Provider" means any third party engaged by the Company to provide systems, infrastructure, Market Data, software, hosting, payment processing or other services in connection with the Platform or the Services.

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

"Subscription" means the relationship established between a Follower and a Provider on the Copy Trading Platform whereby the Follower elects to automatically copy the Provider's trading activity, whether in part or in full, subject to the settings and limitations selected by the Follower.

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

"Trading Platform" shall mean any online trading platform, including, but not limited to, MetaTrader platforms, Mobile Applications, web-based platforms, and any ancillary services made available by the Company through such systems under the Agreement.

1. Applicable Rules, Risk Disclosure & Acknowledgment

1.1 All order/requests entered into for the purpose of purchase/sale of Financial Instruments and all transactions executed for the Client's accounts shall be subject to the constitution, by-laws, rules, regulations, customs and usages (collectively **"rules"**) where such transactions are executed and to the rules and regulations promulgated there under (collectively **"laws"**). The Company shall not be liable to the Client as a result of any action taken by the Company or its agents in compliance with any of the foregoing rules or laws. This paragraph is solely for the protection and benefit of the Company, and any failure by the Company or its agents to comply with any of the foregoing rules or laws shall not relieve the Client of any obligation under this Agreement nor be construed to create rights under this Agreement in favor of the Client against the Company. In the event that any term of this Agreement be inconsistent with a requirement set by regulatory authority and/or the law, after the production of this Agreement, the Company will update terms and conditions of this Agreement, to comply with new regulatory requirement and/or the law, while such changes will automatically be applicable to the relationship between the Company and the Client.

1.2 The Company may also hold money on behalf of the Client in different banks or entities from the

one used by the Client for transferring funds to the Company. In such cases, the legal and regulatory regime applying to any such bank or entity will be applicable in the event of the insolvency or any other analogous proceedings in relation to that bank or entity.

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

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

1.5 General Risks and Acknowledgements:

The Client acknowledges, understands, agrees and accepts the risks including but not limited:

- a. The Company does not and cannot guarantee that funds deposited in the Client's Account for trading will not be lost as a result of the Client's transactions.
- b. The Client acknowledges that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
- c. The Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts that he/she is willing to undertake this risk.
- d. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said Information refers.
- e. The Client is hereby advised that the transactions undertaken through the dealing services of the Company may be of speculative nature. Large losses may occur in a short period of time and may be equal to the total value of funds deposited with the Company.
- f. Some Financial Instruments may not become immediately liquid, for example, as a result of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
- g. When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- h. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.

- i. The Client should not purchase a Financial Instrument unless he/she is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.
- j. Under certain market conditions (for example but not limited to the following situations: force majeure event, technical failure, communications network failure, poor or no liquidity, market news or announcements etc.) it may be difficult or impossible to execute an order.
- k. Should the Equity of the Client be insufficient to hold current positions open, the Client may be called upon to deposit additional funds at short notice or reduce exposure. Failure to do so within the required time may result in the liquidation of positions at a loss and the Client will be liable for any resulting deficit.
- l. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.
- m. There is a risk that the Client's trades in Financial Instruments may be or become subject to tax and/or any other stamp duty, for example, because of changes in legislation or his/her other stamp duty will be payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his/her trades.
- n. Before the Client begins to trade, he/she should obtain details of all commissions and other charges for which the Client will be liable. If any changes are not expressed in money terms (but for example a Spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.
- o. The Company will not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind specifically to meet the Client's investment profile. Note that the Company may provide generic research or information that is contained in the Company's website or material which shall be of a general nature and for information purposes only and does not constitute advice or recommendation to perform any actions with financial products or instruments, or to participate in any particular trading strategy as well as cannot guarantee any profits. Furthermore, it does not take into account the Client's personal circumstances, financial situation or needs therefore the Client shall seek professional advice, as required. In addition, any past performance is not a reliable indicator of future performance.
- p. There may be situations, movements and/or conditions occurring at the weekend, at the beginning of the week or intra-day after the release of the significant macroeconomic figures, economic or political news that make currency markets to open with price levels that substantially differ from previous prices. In this case, there exists a significant risk that orders issued to protect open positions and open new positions may be executed at prices significantly different from those designated.
- q. The Company endeavors to offer its clients prices that are reasonably aligned with those offered by other counterparties, although such prices may exhibit variance. Please note that the prices extended to you by the Company may deviate from those obtained by the Company from other counterparties, and the Company is not obliged to disclose such prices to the Client. In instances where counterparties, including Service Providers and liquidity providers, fail to furnish or provide inaccurate prices for a specific period or financial instrument, the

Company may be compelled to reject Client requests/orders or delay confirmation.

2. Trading Authority and Execution

The Company is authorized to receive and act on the Client's instructions to purchase and sell Financial Instruments for the Client's accounts. Instructions may be given verbally or in writing, including by digital or handwritten means, or in any other format the Company accepts from the Client or the Client's duly appointed agent/representative. Verbal orders may be recorded and/or confirmed electronically to minimize disputes. The Client waives any defense arising from instructions not being in writing. The Company may, at its discretion, require written confirmation before carrying out an order.

The Company may, in its sole discretion, appoint clearing members, floor brokers, or other intermediaries to act as agents in relation to the execution, carrying, clearing, delivery, and settlement of purchases and sales of Financial Instruments. Unless the Company informs the Client otherwise, transactions in Financial Instruments will be entered into between the Client and the Company acting as principal/counterparty under the Company's license. The Company intends to Quote prices that are reasonably aligned with levels available from other counterparties; however, such prices may differ.

The Company shall not be liable for any failure or delay in executing an order/request and does not represent, warrant, or guarantee that the Client's order/request will take precedence over those of other clients. The Client remains directly and personally responsible for all obligations under each transaction entered into with the Company and shall indemnify the Company against all liabilities, losses, costs, and expenses of any kind arising directly or indirectly from the Client's failure to fulfill any such obligations.

3. Account Opening Procedure

Before opening a new account, the Company provides to the Client via its Website or through an email or in person with Client the required information regarding the Company and a copy of this Agreement. The Client will complete and/or receive the application package which consists of the following: a) account application form, b) relevant information/documents of the client, c) Client Services Agreement.

The Company is not required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by properly and fully completed by such person and all internal checks (including without limitation all anti-money laundering client identification and due diligence checks) have been duly satisfied. It is further understood that Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries where the risk of money laundering may be higher. During the client identification and due diligence checks the Company shall apply processes to verify the Client's identity for which (amongst other things) photo identification information will be required by the

Client. In certain circumstances we may require this information to be authenticated by an appropriate third party. The Company requires as minimum a government issued Photo identity documents such as a passport, driving license and/or identity card containing your full name, personal photo, and date of birth, ID number and expiry date as well as evidence of your residential address, such as a utility bill or bank statement, for the verification process. The information in these documents should agree with the details submitted in Client's application.

It is explicitly understood that the Company reserves the right to accept or reject an account application at its absolute discretion without any obligation to provide justification for its decision.

The Company will assess the information received by the Client during the Account Opening Procedure in order to determine whether the Client is eligible or not in investing and/or operating a trading account with the Company. The Client's trading account will be opened following the assessment and completion of the KYC and due diligence procedure.

4. Fees and Charges

4.1. The Client agrees to pay and authorizes the Company to debit from any of the Client's accounts, without further notice, all fees, charges, commissions, and expenses arising from or related to the Client's relationship with the Company, including, without limitation:

- (a) fees/commissions applicable to specific Financial Instruments and account types, including execution-related charges;
- (b) charges associated with carrying or maintaining open positions;
- (c) rollover/swap charges on Financial Instruments;
- (d) inactivity charges on Dormant Accounts;
- (e) transfer-related fees, including charges on deposits and withdrawals, returned withdrawals, and the issuance/return of cheques; the Company may, at its discretion, apply the full transactional (deposit/withdrawal) fee where it reasonably determines a deposit's purpose does not align with the trading account's intended use;
- (f) spreads, mark-ups or mark-downs relative to prices the Company receives or expects to receive when hedging with other counterparties;
- (g) currency conversion costs related to trading, including conversion of profits/losses;
- (h) currency conversion costs related to funds received in a currency other than the account's base currency;
- (i) fees imposed by any regulatory or governmental authority and any costs incurred to meet legal or regulatory requirements;
- (j) any applicable taxes, duties, or third-party costs not levied by the Company but arising from the Client's activities;
- (k) any deficit or shortfall resulting from transactions executed for the Client, including negative balances; and
- (l) exchange access or Subscription fees incurred on the Client's behalf.

4.2. The Client acknowledges that, unless otherwise expressly stated, prices quoted on the Company's online Trading Platform(s) are exclusive of taxes and third-party costs not charged by the Company. The Company does not impose a separate platform access fee on the Client's account for use of the online Trading Platform(s). Specific account types may be subject to particular charges, which shall be notified to Clients prior to implementation. Where the Client has not received a notice of a specific charge for any reason, the Client remains responsible for requesting and obtaining a reasonable explanation of such charge. Fees, charges, and commissions are applied separately from the price quoted to the Client, and spreads are as displayed on the platform(s).

4.3. The Client should obtain a clear explanation of all trading conditions, including all applicable fees/charges, before commencing trading. Additional information may be found in the Product section available on the Company's website.

4.4. On termination of the Client's account, where the remaining balance is below US\$50 (or currency equivalent), the Client acknowledges and agrees that an administration fee (e.g., for account review and monitoring) will be applied, the balance will be reduced to zero, and the Company will have no obligation to refund any residual amount.

4.5. Even where the balance exceeds the threshold in 4.4, the Company may apply the administration charge on termination where, in the Company's reasonable discretion, a refund cannot be effected (including, without limitation, because the Client's recorded bank account has been closed or the Client cannot be located), provided that a period of three (3) months has elapsed from the date the account termination decision was made.

4.6. The Company may convert currencies at rates determined by the Company acting reasonably at the time of conversion. Conversion may occur without prior notice where funds, costs, or charges are denominated in a currency different from the account's base currency.

4.7. The Company may vary fees, charges, and costs from time to time in accordance with this Agreement and Applicable Regulations. Changes will be communicated by any reasonable means (including via the website, platform notice, or email) and will take effect from the date specified in such communication.

4.8. The Company may deduct or set off any amounts due under this clause from any funds or Financial Instruments held for or on behalf of the Client. The Client remains liable for any outstanding amounts, including negative balances and any resulting interest or recovery costs where permitted by law.

5. Conflict of Interest

5.1 The Company, its Affiliates, or other persons connected to the Company may hold interests, relationships, or arrangements that are material in relation to transactions in Financial Instruments under this Agreement. Such interests, relationships, or arrangements may not always be disclosed

to the Client at or before the time Services are provided. The Company shall, at a minimum, identify—by reference to the Services it performs—circumstances that constitute or may give rise to a conflict of interest involving a material risk of damage to one or more Clients' interests, and implement appropriate procedures and measures designed to manage, mitigate, or otherwise address those conflicts.

5.2. By entering into this Agreement, the Client consents to the Company conducting business notwithstanding the existence of actual or potential conflicts, without prior reference to the Client. The Company may also render advice or other Services to third parties whose interests may conflict or compete with those of the Client. The Company, its Affiliates, and their employees may take positions contrary to the Client's positions or compete with the Client to acquire the same or similar Financial Instruments. While the Company will not intentionally favor any person over the Client, it shall not be liable for any loss arising from such competition. Further details of the Company's conflicts of interest policy will be provided upon the Client's request.

6. Inducements

6.1 The Company shall take reasonable steps to ensure that neither it nor any of its employees or agents either offers or gives, or solicits or accepts, any inducement that is likely to conflict with any duties owed to its clients.

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

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

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

6.4 The Company shall keep records showing the fees, commissions or non-monetary benefits paid or received by the Company which are designed to enhance the quality of the relevant

service to the client.

7. Safeguarding of Client Financial Instruments, Assets, and Funds; Deposits and Withdrawals

7.1 The Company will promptly place Client money in accounts separate from the Company's own funds with an approved bank and/or payment provider assessed and/or authorized by the Company's management. Such accounts will be clearly designated as client money ("Client" accounts) to protect client assets and mitigate the risk of misuse, loss, or diminution.

7.2 The Company may, on the Client's behalf, hold Client assets/funds with custodians or other third parties (including exchanges, clearing houses, intermediate brokers, and liquidity providers). The treatment of Client assets/funds in the event of insolvency or analogous proceedings of such third parties will be governed by the domestic legal and regulatory regime applicable to the relevant entity and may differ from the protections available in other jurisdictions. The Company is not responsible for the solvency, acts, or omissions of any such third party or for the effect of any applicable law beyond the Company's control.

7.3 Where Client money is transferred to a third party, it may be held in an omnibus account. In such circumstances, it may not be possible to identify a specific sum as belonging to the Client, and the Client may not have a claim to a specific amount in the event of the third party's insolvency. The Company accepts no liability for losses arising in such circumstances.

7.4 The Company maintains systems, controls, and records to safeguard and distinguish Client financial instruments and funds from those of other clients and from the Company's own assets for the duration of the relationship. Client funds are segregated from the Company's own funds and are not used for the Company's proprietary purposes.

7.5 Unless the Client notifies the Company in writing otherwise, the Company may pass Client money to, or permit another person to hold or control Client money (i) to execute, clear, settle, or otherwise complete a transaction for the Client; or (ii) to satisfy the Client's collateral or margin obligations in connection with a transaction. By accepting this Agreement, the Client consents to such transfers/holdings for settlement and related purposes.

7.6 The Client acknowledges that no interest will be paid on Client money or on any other unencumbered funds held by or for the Client, and the Client waives any entitlement to such interest.

7.7 Funds sent by the Client will be credited to the Client's account on the value date of receipt of cleared funds, net of any fees or charges imposed by the Client's payment providers. The Company will account only for net sums actually received; transfer costs are for the Client's account. Amounts received in a currency other than the account's base currency may be converted at rates the Company determines reasonably at the time of conversion. If a stop-out occurs while a deposit is being processed, the Company bears no responsibility for any resulting losses.

7.8 The Company acts in accordance with applicable anti-money laundering and counter-terrorist financing requirements. As a general rule, withdrawals should be made using the same method and to the same remitter as the original funding. The Company may decline a particular withdrawal method, request an alternative method, and/or seek additional documentation. Where documentation is unsatisfactory or the Company reasonably suspects a breach of Applicable Regulations, the Company may reverse a withdrawal and re-credit the Client's account; any third-party charges arising are borne by the Client.

7.9 Withdrawal requests must be submitted in writing via authorized communication channels. By accepting this Agreement, the Client authorizes the Company to make deposits to and withdrawals from the Client's designated accounts on the Client's behalf for the purpose of settling transactions and paying amounts due by or on behalf of the Client to the Company or third parties.

7.10 If the Client's bank account is frozen for any reason or period, the Company assumes no responsibility, and related Client funds may likewise be unavailable. The Client also acknowledges that, in the event of insolvency or bankruptcy (of the Company or a third party holding Client money/assets), the protections applicable to funds or assets transferred for trading purposes may be affected.

8. Client Orders/Instructions & Execution of Orders

8.1 It is the Company's approach to take all sufficient steps to obtain the best possible result on behalf of its Clients when executing Client orders on Financial Instruments offered by the Company or receiving and transmitting orders for execution. The Client understands and acknowledges that the Company will enter into transactions with the Client either as principal (counterparty) or an agent. The Company will be the contractual counterparty to the Client.

8.2 The Company, when executing orders, will obtain the best possible result for Clients, taking into account factors like price, costs, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the order. Where the Company executes an order on behalf of a Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Client which directly relate to the execution of the order.

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

- The characteristics of the Client
- The characteristics of the Client order;
- The characteristics of Financial Instruments that are the subject of that order;

- The characteristics of the execution venues to which that order can be directed.

8.4 The Client understands and confirms that all orders received by the Company from the Client are orders for execution outside a Regulated Market or MTF.

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

8.6 The Company's Buy/ Sell prices for a given CFD are calculated by reference to the price of the relevant Underlying Asset. Third party reputable external resources (i.e. feed providers) obtain prices (Buy/Sell prices) of the Underlying Asset for a given CFD. The Company then uses the prices given by the feed providers to calculate their own tradable prices for a given CFD. The Company adjusts the Spread (i.e. the difference between the Buy/Sell prices), hence the prices it quotes to Clients compared to the prices it obtains from third party external reference sources may differ, as they include a Spread adjustment. The Company provides Quotes by taking into account the Underlying Asset price. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

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

8.8 If any tradable instrument becomes subject to possible adjustments, the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction. The determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.

8.9 During periods of abnormal Market (Volatile) Conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the financial instrument has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but instead at the next best available price. In such case, Take Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same applies when a trading strategy is deemed as abusive, because it may appear as aiming towards potential riskless profit. Accordingly, placing a Stop Loss order will not necessarily limit the

Client's losses at the intended amount. Clients acknowledge that requested levels for stop orders are not guaranteed and pending orders remaining for over one month without further activity will be canceled.

8.10 The Company reserves the right to impose temporary trading limitations, including but not limited to the suspension of opening Buy or Sell orders as applicable, on specific cryptocurrency instruments as part of its risk management and platform stability measures.

8.11 Clients acknowledge and understand that it is their sole responsibility to actively monitor and check for any temporary trading limitations or updates on the Company's Trading Platform. The Company is not obliged to provide individual notifications to clients regarding temporary trading limitations, and the failure to do so shall not impose any liability on the Company.

9. Margin Requirements, Margin Calls, and Stop-Outs

9.1 The margin posted for each open position/transaction constitutes collateral and is determined by the leverage applicable to the Client's account. The Client undertakes to maintain, at all times and without demand, sufficient margin for all open positions/transactions. The Company may require additional margin or collateral at its discretion, and the Client shall provide such amounts promptly. Margin deposits must be made by wire transfer of immediately available funds or by any other funding method the Company specifies and will be treated as received once credited to the Company.

9.2 An account whose Margin Level falls to 100% of the required margin or lower is deemed to be on "margin call." While on margin call, the Client should either add funds or reduce exposure (including by closing and/or hedging positions) to restore the Margin Level above the threshold. The current Margin Level is displayed on the Trading Platform.

9.3 The Company is under no obligation to notify the Client that the account is on margin call. It is the Client's sole responsibility to monitor Margin Levels and take timely action to avoid further deterioration that could result in a "stop-out."

9.4 The Client acknowledges and agrees that the Company may vary margin requirements at any time, with or without prior notice, and such changes will apply to both existing and future positions/transactions. If the Client fails to meet margin obligations, the account may be subject to stop-out, and open positions/transactions may be partially or fully hedged, closed, or liquidated by the Company. Any such action will be executed at prevailing market prices or the last available prices for the relevant Financial Instruments.

10. Leverage

10.1. Leverage represents borrowed exposure used to magnify the size of a position relative to the funds posted as margin. The Client acknowledges that trading on margin relies on the leverage applied to the Client's account: higher leverage increases both potential gains and potential losses and can accelerate the rate at which losses occur, including losses exceeding the initial margin posted.

10.2. Leverage settings are subject to change. The Company may, at its sole discretion and at any time, adjust (including reduce) the leverage applicable to the Client's account or specific instruments and will notify the Client of such changes by reasonable means (e.g., via the website, Trading Platform, or email). Changes may take effect immediately where required by law, regulation, or the Company's risk management.

11. Liquidation of Transactions and Positions

11.1. If any of the following occurs: (a) the Client fails to deposit or maintain required margin or any other amount when due; (b) the Client (if an individual) dies, is judicially declared incompetent, or placed under guardianship/curatorship, or (if an entity) is dissolved, terminated, or placed under administration/curatorship; (c) any petition, proceeding, or application is filed by or against the Client under bankruptcy, insolvency, receivership, administration, or similar laws, including any assignment for the benefit of creditors or appointment of a receiver, custodian, trustee, or analogous officer; (d) any attachment, execution, or levy is made against the Client's accounts; (e) collateral on deposit is, in the Company's sole discretion and regardless of prevailing market quotations, inadequate to secure the accounts; or (f) the Company determines, in its discretion, that action is necessary for its protection for any reason; then the Company may, in such manner as it deems appropriate, without prior notice or demand to the Client or to any Business Introducer, agent, or representative: close out any or all open positions in whole or in part; sell any or all property of the Client held by the Company; purchase securities, Financial Instruments, or other property for or against the Client's accounts; and cancel any outstanding orders/requests or commitments made for the Client.

11.2. Any such sale, purchase, close-out, hedging, or cancellation may be effected privately or otherwise, without advertisement, prior tender, margin call, demand for payment, or notice of time or place of sale/purchase, and free of any right of redemption. No prior demand or notice shall be construed as a waiver of the Company's right to act thereafter without demand or notice.

11.3. Subject to applicable laws and rules, and to prevent non-permitted trading in debit/deficit accounts, the Company may, in its discretion, allocate profits from transactions entered without the Company's express permission when the Client's account was in debit/deficit at the time of order placement to the Company's own account. Losses from any such transactions shall be borne jointly and severally by the Client and, if applicable, the Business Introducer, agent, and/or representative,

as determined by the Company in its sole discretion.

11.4. The Client remains liable for, and shall promptly pay, any deficiency or debit balance in any of the Client's accounts resulting from actions taken under this clause, together with all associated costs and expenses permitted by this Agreement.

11.5. For purposes of any liquidation, close-out, or collateral valuation under this clause, the Company's determination of current market value, exposure, and amounts due shall be conclusive and binding absent manifest error.

12. Limitations of Trading

12.1. The Client agrees and acknowledges that the Company at any time, in its sole discretion, may limit the number of open positions/transactions which the Client may maintain or acquire with the Company. Daily trading limits and position caps may apply, and larger or unusual trades may be subject to additional review and/or require advance approval by the Company. The Company is under no obligation to effect any transaction for the Client's accounts which would create positions/transactions in excess of the limit which the Company has set. The Client agrees not to exceed the position/transaction limits established for any contract market or type of account, whether acting alone and/or with others at any given time.

12.2. The Company, in its sole discretion, reserves the right to change the leverage applied to clients' accounts, provided that, at the time of the conclusion of the transactions, the total number of open positions/transactions, held by the Client's accounts, has reached the preset limitation and/or in cases where the Client has deliberately and/or systematically based on his/her trading strategy or other probable behaviour with an attempt to exploit the ability of using marginal trading, with the aim to increase the potential return of an investment, while such an activity automatically increases the level of risk and the possibility of a loss.

13. Copy Trading

13.1 Through the Copy Trading Platform, a client may register a trading account as either a Follower (who copies other clients' trading activity) or a Provider (whose trading activity may be copied). Each Follower–Provider link is a Subscription. The Company's role is limited to providing the technology and infrastructure that enable copy trading; the Company does not provide portfolio/asset management or investment advice in connection with copy trading and bears no responsibility for the relationship between Followers and Providers. Availability of copy trading may vary by jurisdiction; clients should contact support for local availability.

13.2. Providers must register and be approved by the Company operating via www.wbinvest.com. Providers are solely responsible for ensuring any required domestic or foreign licenses or approvals. The Company may restrict, suspend, or remove a Provider at any time in its discretion.

13.3 Following and Execution Mechanics.

13.3.1 A Follower may subscribe to a Provider to automatically reproduce that Provider's trades, on a pro-rata basis, in the same instruments offered by the Company with risk/copy settings the Follower selects on the platform. By copying a Provider, the Follower instructs the Company to place those trades for the Follower's account.

13.3.2 If the Provider is registered with a related entity, copying is limited to instruments available at the Company where the Follower holds the account and remains subject to any applicable regulatory restrictions.

13.3.3 Followers may choose to copy open and new trades or new trades only. Open trades are copied at the best market price available when copying is initiated (not the Provider's original price). All associated instructions (e.g., stop loss, take profit) are replicated pro-rata. Latency and market volatility may cause timing/price differences.

13.3.4 The Company will use reasonable efforts to replicate the Provider's activity; however, copying may be rejected where the Follower's available margin is insufficient, where the Follower's risk/copy filters (e.g., min/max lot) prevent it, or where market conditions (e.g., high volatility) preclude obtaining a satisfactory price. Rejected trades are excluded from reports.

13.3.5 Copy trading is automated; the Follower may at any time manually close copied trades via the platform's risk tools (e.g., close all trades or all losing trades). Selection of individual trades within those bulk actions is not available. Unsubscribing from a Provider closes all copied trades (profitable and unprofitable).

13.3.6 Results for a Follower can materially differ from a Provider due to, among other things, different balances, minimum trade sizes, Follower settings, spreads, interest, execution timing, fees, withdrawals by either party, and symbol availability. Risk parameters may trigger with delay; losses may exceed chosen limits in fast markets, and the Company bears no liability for losses due to such delays.

13.3.7 By following or copying, the Follower acknowledges that the Provider's experience, risk appetite, objectives, and financial situation may differ from their own.

13.4 Performance Fees.

13.4.1 A Performance Fee is a percentage set by the Provider, may be payable by the Follower when the Subscription's profit exceeds its most recent High Water Mark (HWM). If the trading result does not exceed the HWM, no fee is charged for that interval.

13.4.2 Unless otherwise stated on the platform, Subscription Profit is calculated as: Closed Profit + Floating P/L for the interval, and the Performance Fee is Subscription Profit $\times$ Provider's Fee %.

13.4.3 Fees are typically calculated on a weekly trading interval by comparing current Equity to prior-week equity (Equity = balance $\pm$ floating P/L).

Performance fee = Subscription's Profit * Fee %

For example:

Performance Fee = 10%

Week 1 PnL = \$400 $\rightarrow$ \$40 Performance fee

Week 2 PnL = -\$200 $\rightarrow$ No Fee (\$400 - \$200 = \$200 < \$400 HWM)

Week 3 PnL = \$300 $\rightarrow$ \$10 Performance fee (\$400 - \$200 + \$300 = \$500; \$500 - \$400 = \$100)

13.5 Performance Fee Payouts and Withdrawals.

13.5.1 At the end of each weekly interval, the platform initiates payment of Performance Fees from each Follower Subscription to the Provider; amounts are debited from the Follower's trading account and recorded as fees.

13.5.2 Upon a Follower's withdrawal request, owed Performance Fees are calculated for all methods; withdrawals cannot exceed available Equity minus owed fees. Once initiated, owed Performance Fees are paid in full to the Provider.

13.5.3 If a Follower withdraws or unsubscribes before the interval ends, fees are calculated up to that time and paid immediately upon the withdrawal or unsubscribe event.

13.6 Inactive Accounts and Termination. Accounts (Follower or Provider) with no trading activity, as defined in the Inactive and Archived Accounts clause of this Agreement, may be terminated in accordance with that clause. Termination of Follower or Provider status is otherwise governed by the Agreement's termination clause.

13.7 Operational Rules and Restrictions.

13.7.1 A client may use an account as a Follower or as a Provider—not both simultaneously. A Follower cannot follow its own Provider account, and Providers cannot follow other Providers.

13.7.2 Each Follower account can subscribe to one Provider at a time; to follow multiple Providers, open additional trading accounts.

13.7.3 Follower accounts may be funded via internal transfer from other accounts owned by the client; Follower accounts cannot initiate internal transfers out.

13.7.4 Followers do not have terminal access for their Follower accounts; management is via the Copy Trading Platform. Providers retain normal terminal access for Provider accounts.

13.7.5. The Company may add, remove, or modify copy-trading features at any time (e.g., whether copying includes all trades or only new trades) and may restrict certain symbols from being copied, as set out in the Product Outline.

13.7.6. The Provider consents to the Company disclosing the Provider's identity details and performance metrics (including to related entities, on the website, and via official channels) to support transparency and follower due diligence.

13.7.7. The relationship between the Company and each Provider is that of independent contractors; no agency or partnership is created. Providers will not distribute promotional material without the Company's prior written approval.

13.7.8. Any explanation the Company provides about copy trading is informational only; any information shared by Providers is not investment advice and does not bind the Company. Past performance, risk scores, and statistics are not reliable indicators of future performance.

13.8 Providers may engage public or additional agents to refer Followers and may share a percentage of performance fees with such agents via settings on the platform or via Company-facilitated setup upon Provider request. These are separate agreements solely between the Provider and the agents. The Company is not a party and has no liability for such arrangements. Providers will indemnify and hold the Company harmless from any claims or liabilities arising from these arrangements.

13.9 Liability; Indemnities; Risk.

13.9.1. Provider Indemnity. The Provider shall indemnify and hold harmless the Company and its directors, officers, employees, and agents from and against all losses, liabilities, costs, damages, penalties, fines, and expenses (including legal fees) arising from: (i) any breach of this Agreement by the Provider; (ii) any incorrect or breached representation; (iii) any act/omission (including negligence) by the Provider or its personnel in performing obligations; (iv) untrue/inaccurate marketing materials about the Services distributed by the Provider; (v) any advice or activity requiring authorization/licensing; and (vi) any activity outside this Agreement or any damage caused to third parties.

13.9.2. Follower Responsibility. Followers shall not hold the Company liable for actions taken at their instruction (including copying decisions) or for outcomes of their decision to follow or copy. Financial and non-financial results from copying are the Follower's sole responsibility. Copy trading carries a high level of risk and can result in the loss of invested capital; Followers should assess objectives, financial situation, and risk tolerance before participating.

13.9.3 Mutual Release for Copying Relationship. By using the copy trading functionality, both Followers and Providers release the Company from all claims and liabilities related to copied trades,

chosen Providers, or issues arising from their interactions with each other.

13.10 The Company may, at any time and without prior notice, modify, expand, or revise copy-trading functionalities (including risk tools, symbol eligibility, and copy modes) and may impose or change requirements for Provider registration and continued eligibility, subject to Applicable Regulations.

14. Unacceptable Practices, Abusive Trading, Market Conduct and Protective Measures

14.1 The Client shall engage with the Company fairly, transparently, and ethically and shall not engage in any form of market abuse or manipulation (including insider dealing, unlawful disclosure of inside information, market manipulation, or any conduct intended to obtain riskless profits or circumvent standard market risks).

14.2 Without limitation, the following are prohibited: (i) deliberately entering offsetting/opposite positions around major events to exploit volatility; (ii) strategies aimed at exploiting negative balance protection; (iii) exploiting pricing/latency errors or off-market quotes; (iv) trading at prices not reflecting fair market value; and (v) abusive use of sophisticated technology, algorithmic or high-frequency trading where designed to exploit the foregoing.

14.3 Any actual, attempted, or suspected abuse of the Company's systems, platforms, APIs, or infrastructure, including hacking, unauthorized access, credential stuffing, reverse engineering, injecting or executing unauthorized code, market-data/quote manipulation, order flooding, denial-of-service, or similar interference, constitutes a material breach.

14.4 The Company may monitor and assess Client activity for compliance with this Agreement, its policies, and applicable laws/regulations. Larger, unusual, or atypical activity may be subject to additional review and/or prior approval.

14.5 Swap-free or similar storage concessions are intended for clients primarily engaging in normal trading where most volume opens and closes within the same trading day. Clients who hold only negative-swap positions for extended periods without intraday activity may be disqualified, subject to charge adjustments, and/or account termination.

14.6 If the Company determines (or reasonably suspects) abusive conduct or system abuse, it may, in its absolute discretion and without prior notice, take one or more of the following actions:

- adjust pricing, spreads, trading conditions, and/or impose limitations;
- provide manual quotations, delay confirmations, or re-quote;
- cancel, void, reverse, or amend transactions (including those executed at error/off-market prices) and remove any unjust enrichment;
- retrieve or set off historic profits derived from abusive activity and deduct or recover applicable fees/charges (including deposit/withdrawal costs) as permitted under this Agreement;

- restrict access (including close-only mode), suspend or close trading accounts, and/or terminate this Agreement;
- require re-verification/KYC updates;
- notify competent authorities, venues, and/or Service Providers and cooperate with investigations.

14.7 Profits arising from abusive conduct may be cancelled. Any losses, costs, charges, or liabilities arising in connection with such conduct remain the Client's sole responsibility and may be recovered by the Company via set-off or other lawful means.

14.8 The Client agrees not to exceed any position, exposure, or account-type limits set by the Company, trading venues, or applicable regulations. The Company may impose or vary daily trading limits, position caps, or other controls and is under no obligation to execute orders that would breach such limits.

15. Errors

15.1. From time to time, prices for Financial Instruments quoted by the Company or its Service Providers may contain errors due to market conditions or system malfunctions (including, without limitation, faulty data feeds, counterparty issues, illiquidity, typographical mistakes, or other technical problems). Without prejudice to any rights under Applicable Law, the Company is not bound by any contract purportedly concluded (whether or not confirmed) at a price that:

- (a) the Company can demonstrate to the Client was manifestly incorrect at the time of the transaction; or
- (b) the Client knew, or reasonably should have known, was incorrect at the time of the transaction.

15.2. In such circumstances, the Company may, at its discretion:

- (a) cancel the transaction in whole or in part;
 - (b) correct or modify the execution price to the price at which the Company hedged the transaction;
- or
- (c) adjust the execution price to a fair market value determined by the Company, acting reasonably, at the time the error occurred.

15.3. Where prevailing market prices differ from those displayed on the Online Trading Platform(s), the Company will use reasonable efforts to execute at, or as close as practicable to, prevailing market levels, or at prices the Company considers reasonable in the circumstances.

15.4. Quotes provided by telephone and/or electronic means may on occasion include misquotes or mistypes. The Company shall not be liable for resulting account errors and may make such corrections or adjustments as it deems necessary to the affected accounts.

15.5. Errors as described in this clause may negatively impact realized or unrealized profits and

losses. The Client expressly agrees that the Company shall bear no liability for any such adverse effects, and that the existence of a pricing error does not entitle the Client to retain any gains arising from that error, whether from the Company or any insurance provider.

16. Introducing Brokers and Affiliates

16.1. The Client may be referred to the Company by an Introducer, introducing broker, or affiliate (each, an “Introducer”) under a written agreement between the Company and the Introducer, subject to Applicable Regulations. The Client acknowledges that any Introducer acts independently and/or as the Client’s agent only. An Introducer is not the Company’s agent and is not authorized to make representations on behalf of the Company or bind the Company in any way.

16.2. The Company is not responsible for the conduct, statements, representations, acts, or omissions of any Introducer or its associated persons. The Client waives any claims against, and agrees to indemnify and hold harmless, the Company for any loss, liability, or expense arising from or related to an Introducer’s acts or omissions or any arrangements between the Client and the Introducer.

16.3. The Company may pay fees/commissions or other remuneration to an Introducer pursuant to a written agreement. Upon the Client’s request, the Company will disclose reasonable details regarding the amount or basis of such remuneration, in accordance with Applicable Regulations.

16.4. Additional costs (including, without limitation, wider spreads, commissions, or fees) may apply where the Client has been introduced by an Introducer, as the Company may compensate the Introducer. Such costs will be disclosed to the Client prior to the commencement of the business relationship or notified during the relationship if changes occur.

16.5. The Company shall not be liable for any separate agreement between the Client and an Introducer, nor for any additional costs the Client incurs under such separate agreement.

16.6. The Client acknowledges and consents that the Company may share information about the Client, the Client’s Account, and the Client’s trading activity with the Introducer and its associated persons, and that the Introducer may, at the Company’s discretion, act as a liaison to facilitate communications relating to the Client’s relationship with the Company.

16.7. For the avoidance of doubt, nothing in this clause limits the Client’s obligations under this Agreement or the Company’s rights and remedies hereunder.

17. Data Protection and Use of Client Information

17.1 The Company will implement reasonable technical, organizational, and administrative

safeguards to protect the Client's personal, financial, and account information ("Client Information") against unauthorized access, disclosure, alteration, or destruction.

17.2 The Company may engage third-party Service Providers solely to support the Services contemplated by this Agreement. Such providers will be subject to contractual confidentiality obligations and must protect Client Information to standards no less stringent than those applied by the Company.

17.3 The Client agrees that the Company may collect, process, store, and where necessary, transfer Client Information within or outside Seychelles for the following purposes:

- (a) performing the Company's obligations under this Agreement;
- (b) complying with applicable legal and regulatory requirements;
- (c) preventing and detecting fraud, money laundering, and other financial crime;
- (d) providing information about products, Services, and promotions (subject to the Client's right to opt out at any time); and
- (e) statistical, analytical, and business purposes.

17.4 The Client indemnifies and holds the Company harmless from any losses, liabilities, costs, or expenses arising from: (i) the Client's provision of inaccurate, incomplete, or unlawful information; or (ii) claims relating to processing by third-party Service Providers engaged in accordance with this Agreement, except to the extent caused by the Company's negligence, willful default, or fraud.

17.5 The Company and its affiliates may contact the Client about products, Services, and offers (including third-party offerings) the Company believes may be of interest, using any reasonable method (including post, email, telephone, or SMS). The Client may opt out of marketing at any time via the channels provided by the Company.

17.6 Data protection queries, including access requests and complaints, may be directed to the Company's Data Protection Officer at compliance@wbinvest.com.

18. Force Majeure

18.1 The Company may, acting reasonably, determine that an emergency or exceptional market condition exists (a "Force Majeure Event"). Force Majeure Events include, without limitation:

- (a) any act, event, or circumstance, such as strike, riot, civil commotion, interruption of power, or failure of electronic/communications systems, that, in the Company's view, prevents the maintenance of an orderly market in one or more Financial Instruments in which it ordinarily deals;
- (b) the suspension or closure of any market, the abandonment or failure of any referenced event, or the imposition of limits or unusual terms on trading in any such market or event;
- (c) any extraordinary price movement in a Financial Instrument and/or its underlying market, or the

Company's reasonable expectation that such movement is imminent.

18.2. Upon determining that a Force Majeure Event exists, the Company may, at its absolute discretion, at any time and without prior notice, take one or more of the following actions:

- (a) increase margin requirements applicable to the Client's accounts;
- (b) close any or all open positions in Financial Instruments at a level the Company reasonably considers appropriate;
- (c) suspend or vary the application of any term of this Agreement to the extent performance is impossible or impracticable due to the Force Majeure Event;
- (d) amend the trading hours or availability of any affected Financial Instrument.

19. Complaints Procedure

19.1 The Company is committed to effective, fair, and transparent handling of client complaints. A complaint is a specific expression of dissatisfaction requiring formal investigation. Routine questions or clarification requests that Customer Support can resolve are not complaints. An email to Compliance, by itself, does not constitute a complaint unless it includes a duly completed Complaint Form or otherwise clearly sets out a complaint.

19.2 How to complain. Submit a completed Complaint Form using one of the following:

- Email: compliance@wbinvest.com
- Post: Legacy Capital Ltd, CT House, Office 9A, Providence, Mahé, Seychelles

19.3 Upon receipt of a valid complaint, the Company will send a written acknowledgement within 2 working days, providing the expected resolution timeframe, a Unique Reference Number (URN) for all future communications, and the Company contact person.

19.4 The Company aims to provide a final written response within 21 Business Days of receipt. For complex matters, this may extend up to 90 days; the Client will be notified in writing if additional time is needed. The final response will summarise the complaint, investigation findings, any proposed remedy, and the Client's right to escalate.

19.5 If the complaint is not resolved to the Client's satisfaction, the Client may refer it to the Financial Services Authority (FSA), Seychelles:

- Address: PO Box 991, Bois de Rose Avenue, Roche Caiman, Victoria, Mahé, Republic of Seychelles
- Phone: (+248) 438 08 00 | Fax: (+248) 438 08 88
- Website: <https://fsaseychelles.sc/complaint-handling>
- Email: enquiries@fsaseychelles.sc

19.6 Any transaction initiated in the Client's trading account after lodging a complaint signifies acceptance of the account's status as of the complaint date. Execution of such transactions constitutes mutual consideration for resolving the claim, and the Client agrees not to re-pursue the claim once resolved under this clause.

19.7 The Company's Complaints Handling Policy and the Complaint Form are available on the Company's website and may be updated from time to time.

20. Representations and Warranties

The Client represents, warrants, and undertakes that:

20.1 Capacity and authority.

- If an individual: the Client is over the age of majority, of sound mind, and duly authorized to open accounts, enter into this Agreement, and transact in Financial Instruments.
- If an entity: the Client is duly organized, validly existing, and empowered to enter into this Agreement and transact in Financial Instruments.

20.2 The Client is not a U.S. person. The Client is not a Politically Exposed Person ("PEP") or related to a PEP; if the Client becomes a PEP/related PEP, the Client will immediately notify the Company.

20.3 Except as previously disclosed in writing to the Company, the Client is not an officer, partner, director, or employee of any exchange, board of trade, clearing house, futures commission merchant, introducing broker, or securities broker/dealer.

20.4 All information (including personal and financial information) provided in the account application and thereafter is true, accurate, complete, valid, and not misleading in any material respect. The Client will promptly notify the Company of any material changes and furnish updated documents as needed.

20.5 Actions taken under this Agreement will not violate any applicable law, rule, or regulation in any relevant jurisdiction, nor any agreement binding the Client or affecting the Client's assets.

20.6 There are no pending, or to the Client's knowledge threatened, legal or regulatory proceedings likely to affect the legality, validity, or enforceability of this Agreement against the Client. There are no central bank, governmental, regulatory, or supervisory restrictions that would prevent or inhibit the Client from entering into or performing this Agreement or any related transaction.

20.7 Funds deposited with or used under this Agreement are not, directly or indirectly, the proceeds of illegal activity and are not intended for terrorist financing.

20.8 The Client has read, understands, and agrees to comply with this Agreement and will not enter into transactions without a full understanding of the applicable terms, conditions, and risks.

20.9 No person or entity has any interest in or control over the Client's accounts except as disclosed to the Company.

20.10 The Client will provide, upon request, financial statements and any other information reasonably requested by the Company, and will promptly disclose any material change in the Client's financial position.

These representations and warranties are deemed repeated each time the Client uses the Company's Services or enters into a transaction under this Agreement.

21. Indemnity

21.1 The Client shall indemnify and hold the Company harmless from and against all liabilities, losses, costs, and expenses (including reasonable attorneys' fees, interest, fines, and penalties imposed by any governmental, regulatory, self-regulatory, exchange, contract market, or clearing organization) arising out of or in connection with the Client's accounts, transactions, or positions. Without limiting the foregoing, the Client shall reimburse on demand all collection costs for amounts due under this Agreement and all costs incurred defending claims brought by the Client.

21.2. The Client confirms that all information provided for account opening and ongoing suitability/appropriateness assessments (including knowledge and experience) is true, accurate, and complete, and will promptly update any changes. The Client understands that providing insufficient or inaccurate information may prevent the Company from determining whether Services and/or Financial Instruments are appropriate.

21.3 The Company does not provide financial, legal, tax, or other advice. The Client should obtain independent professional advice and should not make investment or other decisions based solely on information from the Company.

21.4 Information sources and reliance. Although information and opinions may be obtained in good faith from sources believed to be reliable and exercised with reasonable care, the Company makes no express or implied warranty as to accuracy or completeness and assumes no obligation to update. The Company is not liable for any direct, indirect, or consequential loss arising from the Client's use or reliance on such information. Any illustrations of asset classes, allocations, or instruments are indicative only.

21.5 The Company is not responsible for taxes assessed on or payable by the Client or for losses/expenses related to such assessments. If any tax is assessed on the Company in connection with the Client's assets, income, activities, or residence (including recovery of amounts overpaid to or for the Client), the Client will indemnify the Company for such tax and associated costs (including legal fees). The Client is solely responsible for managing their tax affairs.

21.6 The Company is not liable for losses or expenses arising from the insolvency, default, or acts/omissions of any counterparty, custodian, or other third party, except to the extent caused by the Company's negligence, willful default, or fraud. The Client shall reimburse the Company for any cost, loss, liability, or expense resulting from the Client's failure or delay in performing obligations.

21.7 No performance warranty. The Company gives no assurance as to the performance or profitability of any Financial Instrument, nor any guaranteed income or capital gain. The Company is not responsible for loss of opportunity, declines in value, errors of judgment, or actions/omissions (howsoever caused), save where due to the Company's negligence, willful default, or fraud.

21.8 If the Client initiates any transaction after submitting a complaint or claim regarding an account, such initiation constitutes acceptance of the account status as of the complaint date. Execution of those transactions by the Company shall serve as mutual consideration for resolving the claim, and the Client agrees not to reopen the matter thereafter.

22. Communication and Notices

22.1. The Client shall submit all notices and communications to the Company using any communication method listed on the Company's website.

22.2. The Company may communicate with the Client at the address, email, telephone number, or other contact details provided in the Client Account Application or as later updated in writing by the Client. Communications may be delivered by post, courier, telephone, facsimile, electronic mail, live chat, messenger, or other electronic means. Any such communication sent to the Client's (or the Client's designated agent's/representative's) last-known contact details shall be deemed personally delivered whether or not actually received, and the Client waives any claim arising from failure to receive it.

22.3. Confirmations of transactions, balances, Equity, orders/requests, and margin calls—whether provided via account statements or through the Online Trading Platform(s)—are binding on the Client unless the Client notifies the Company in writing of any error before the start of business on the next Business Day following the relevant occurrence and in any event within 24 hours.

22.4. The Company may correct any discovered error or omission, whether it results in a profit or a

loss, by adjusting the Client's account so that it reflects the position that would have existed had the error not occurred. The Company will notify the Client of any correction promptly, in writing or orally.

22.5. The Client is responsible for promptly notifying the Company in writing of any changes to personal or contact details.

23. Binding Effect; Amendments; Incapacity/Death; Termination and Account Closure

23.1. This Agreement binds and benefits the Company and its successors/assigns, and the Client's heirs, executors, administrators, successors, personal representatives, and assigns.

23.2. The Company may vary this Agreement from time to time. Notice of changes may be given by posting on the Company's website and/or by direct notification. Unless otherwise stated, changes take effect immediately. The first transaction the Client initiates after the effective date of any change constitutes acceptance of the amended terms.

23.3. The Client shall promptly update personal and account details and, where reasonably requested, provide supporting documents evidencing any change.

23.4. Upon the Company's receipt of valid legal notice of the Client's incapacity or death, the Client's accounts will be frozen. Thereafter, the Company will act only on instructions from duly authorized persons upon receipt of probate/letters of administration or equivalent documents. The Company is not responsible for losses or charges accruing between the incapacity/death and receipt of such notice.

23.5. The Company may terminate this Agreement for any reason by giving seven (7) days' written notice. During the notice period, the Company may place the Client's accounts in close-only mode (no new positions) and, on expiry of the notice (to the extent the Client has not already done so), may close remaining open positions and disable access to the Trading Platform.

23.6. The Company may terminate this Agreement with immediate effect (and may reverse and/or cancel previous transactions where applicable) if any of the following occur: (i) repeated or serious breach of this Agreement; (ii) failure to pay any amount when due; (iii) provision of false, outdated, or missing information/documents; (iv) reasonable suspicion of illegal use of the accounts or violation of Applicable Regulations; (v) abusive or threatening conduct toward Company staff; (vi) unnotified change of physical location; (vii) activities no longer in accordance with this Agreement or Client no longer eligible to operate accounts; (viii) bankruptcy/insolvency events (voluntary or involuntary) or analogous proceedings; (ix) legislative or regulatory requirement; (x) prolonged inactivity within predefined periods; (xi) fraud or activity that adversely affects the reliability, smooth operation, or orderly functioning of the Trading Platform; or (xii) any other legally valid reason.

23.7. The Client may terminate this Agreement at any time by written notice actually received and acknowledged by the Company. Termination does not affect liabilities or obligations accrued prior to termination.

23.8. The Client may withdraw from/cancel this Agreement within fourteen (14) days of account activation (the “Cooling-off Period”) provided no deposits have been made and no trading activity has occurred. If deposits have been made or trading has occurred, termination must proceed under this clause.

23.9. Upon or in connection with termination, the Company may: (i) close positions; (ii) realize or appropriate collateral; (iii) apply set-off and netting against any amounts due; and (iv) charge applicable fees, costs, interest, and taxes. If a negative balance remains after such actions (a “Residual Debit”), the Company may, at its discretion and without liability, terminate the affected account and the Client remains liable for the Residual Debit.

23.10. Following termination, the Company will return available funds standing to the Client’s credit after deducting amounts due under this Agreement and any deductions required by law. The Company may retain assets sufficient to cover any actual, pending, or contingent obligations/liabilities of the Client.

23.11. Termination does not prejudice the rights and remedies that accrued before termination. Both parties remain bound to fulfill outstanding obligations intended to survive or be performed after termination.

24. Account Inactivity

24.1. An account with no trading activity for six (6) consecutive months will be classified as inactive. Inactive Accounts are unavailable for trading and may incur maintenance/administration charges.

24.2. Any account with no trading activity for one (1) month or more and a zero balance will also be treated as inactive.

24.3. To resume trading on an Inactive Account, the Client must satisfy any additional conditions the Company may reasonably require (which may include updated KYC/AML checks, funding requirements, or platform reactivation steps).

24.4. Inactive Accounts may be reclassified as dormant and removed from active systems. Dormant Accounts remain subject to applicable record-keeping and retrieval processes.

24.5. The Company may, at its absolute discretion, terminate any additional Client accounts it considers unused. The Client may open a new additional account once a legitimate purpose for that account is established and justified to the Company's satisfaction.

24.6. Regardless of activity status, if an account reaches 10,000 transactions (each trade, deposit, withdrawal, fee, or maintenance charge counting as one transaction), the Company may archive the account and issue a new account number. Historical data for an archived account will remain available to the Client on a view-only basis.

24.7. The Client's trading account may be terminated without further notice if no deposit or trade is made within one (1) month of account creation, or otherwise where the Company reasonably deems termination necessary pursuant to this Agreement and Applicable Regulations.

25. Company Liability

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

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

- a. The Company's compliance with, or the exercising of any of the Company's rights in accordance with, Applicable Regulations or this Agreement;
- b. The acts or omissions of third parties, including the acts or omissions of any introducing broker or affiliate of the Company;
- c. The Client's negligence, fraud or breach of this Agreement or Applicable Regulations;
- d. Any abnormal market condition or force majeure event;
- e. any delays, delivery failures, or failures in the transmission of any order or other communication, or any loss or damage resulting from the transfer of data over mobile, internet, or other communications networks and facilities outside the Company's control.
- f. Any features, Market Data or third-party content available on the Company's Website, Platform or e-mails, are provided on an "as is" and "if available" basis.

25.3 Neither the Company nor the directors, officers, servants, agents or representatives of the Company shall be liable to the Client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Client may suffer or incur arising from the act of omissions of the Company under this Agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the Client being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price is rising, or

from being unable to enter into or complete another trade which requires him to have disposed of or purchased the Financial Instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

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

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

26. Discretionary Benefits

26.1 The Client acknowledges that monetary incentives, such as bonuses, rewards, interest, or other payments (collectively, "Discretionary Benefits") may, from time to time, be credited to the Client's account at the Company's sole discretion. Such Discretionary Benefits do not create any obligation, entitlement, or ongoing commitment by the Company.

26.2. The Client further acknowledges that the Company has no duty to initiate, administer, maintain, or renew any Discretionary Benefits and shall bear no liability for their suspension, reduction, modification, or cessation. The availability or unavailability of Discretionary Benefits does not amend this Agreement or diminish the Client's obligations hereunder.

27. Risk of Loss, Affordability and Suitability

27.1. All transactions executed for the Client's accounts—and all market price fluctuations affecting Financial Instruments held therein—are at the Client's sole risk. The Client remains fully liable at all times. By entering this Agreement, the Client confirms they are financially able to bear losses (including losses exceeding the initial Margin or deposit, unless Negative Balance Protection applies

under law or contract) and possess sufficient knowledge and experience to understand the nature and risks of the products and Services.

27.2. Trading in Financial Instruments (including CFDs) involves a high level of risk and is not suitable for all investors. Leverage magnifies both gains and losses; even small adverse market moves can result in the total loss of Margin posted and, absent Negative Balance Protection, additional losses beyond initial funds. Before trading, the Client should familiarize themselves with all applicable rules and product-specific terms.

27.3. Electronic trading facilities rely on computer-based systems for order routing, execution, matching, registration, and/or clearing. Such systems may suffer disruptions, latency, or failures. Recovery of losses may be limited by the liability caps of venues, system providers, clearing houses, and/or member firms.

27.4. The Client acknowledges the risks from adverse movements in currencies (including pairs) and accepts that delays or failures in transmission, delivery, or execution may occur due to force majeure, communications malfunctions, or other events beyond the Company's reasonable control. The Company is not responsible for obligations of third parties involved in the Client's transactions, nor for loss of Margin or funds arising directly or indirectly from the bankruptcy, insolvency, liquidation, receivership, custodianship, or assignment for the benefit of creditors of any bank, counterparty, exchange, clearing organization, or similar entity.

27.5. Certain investments may be illiquid or difficult to value, making it challenging to quantify or exit positions. Prices, values, and income from Financial Instruments can fall as well as rise; the Client may not recover the amount invested and may, in some circumstances, be required to pay more.

28. Recordings

28.1 The Client understands and agrees that all communications relating to the Client's accounts and orders/requests for Financial Instruments may be recorded by the Company (including telephone calls and electronic communications). The Client irrevocably consents to such recordings.

28.2 All recordings are the property of the Company and may be used as evidence for legal, regulatory, or compliance purposes, as the Company deems appropriate.

28.3 The Client acknowledges that recordings and data-traffic logs documenting communications and the execution of transactions may constitute crucial evidence for detecting and proving insider dealing, market manipulation, or other unlawful conduct, and may be used accordingly.

28.4 The Client agrees to communicate only via the official channels agreed between the Client and the Company.

28.5 The Client waives any objection to the admissibility or use of such recordings in any proceedings, at any time and in any jurisdiction.

29. Foreign Currency

29.1 When transactions are executed or settled in a currency other than the account's base currency, all gains or losses arising from exchange-rate movements are for the Client's account and at the Client's sole risk. The Company is authorized to convert funds to or from foreign currencies at a rate it reasonably determines by reference to prevailing market rates, which may include a spread of up to $\pm 1\%$ – 2% . For example, if the Client holds a USD position and the account's base currency is EUR, a depreciation of USD against EUR may reduce or eliminate profit or increase loss even if the USD position value is unchanged.

29.2 Where currency conversion is performed by a third party (and not by the Company), the Client acknowledges and agrees that the Company bears no responsibility or liability for that conversion.

30. Exercises and Assignments

30.1 If applicable products offered by the Company, the Client acknowledges that exchanges and clearing houses impose exercise deadlines for options and that an option may expire worthless if timely instructions are not submitted. No later than two (2) Business Days prior to (i) the first notice day for long futures/forward positions and (ii) the last trading day for short futures/forward positions or long/short options, the Client shall instruct the Company to liquidate, make/take delivery, exercise, allow expiration, or otherwise manage the position, and shall provide all required funds and documents to effect such action.

30.2 If the Company does not receive the Client's instructions and any required funds/documents by the applicable deadlines, the Company may, at its discretion, permit an option to expire unexercised. The Client understands that certain exchanges/clearing houses may automatically exercise in-the-money options unless contrary instructions are received. The Client bears full responsibility for taking action to exercise or prevent exercise; the Company has no duty to act with respect to any option (including exercising a valuable contract or preventing an automatic exercise) absent the Client's express instructions.

30.3 The Client further acknowledges that the Company may maintain exercise cut-off times that differ from those of the relevant market or clearing house. Failure to provide timely exercise/assignment instructions constitutes a waiver of any claims for loss or damage arising from an option being exercised or not exercised.

30.4 The Client also understands that all short option positions are subject to assignment at any time, including on the same day the position is opened, and that the Company allocates exercise

assignment notices on a random basis among clients' short positions subject to exercise.

31. Security Agreement

31.1 All Financial Instruments, funds, securities, and other property now or hereafter held by the Company for or on behalf of the Client—whether in any account or otherwise, including items held for safekeeping—are subject to a first-priority continuing security interest and general lien in favor of the Company to secure any and all obligations and indebtedness the Client owes to the Company at any time (including obligations arising from guarantees, joint responsibility, or any account deficit).

31.2 The Company may, without prior notice, transfer, apply, or otherwise use, interchangeably between and among any accounts of the Client held with the Company, any funds (including, where permitted by Applicable Regulations, segregated funds), securities, commodities, Financial Instruments, or other property for Margin purposes, to reduce or satisfy any debit balance, or for any other lawful purpose the Company deems appropriate. The Company will confirm any such transfer to the Client within a reasonable time thereafter.

31.3 To the fullest extent permitted by law and regulation, the Client grants the Company the right to pledge, repledge, hypothecate, rehypothecate, loan, invest, or otherwise use, separately or together with the property of other clients—any securities, funds, or other property held by the Company for the Client's accounts (including as collateral), including to any exchange, clearing house, or intermediary through which the Client's transactions are executed.

31.4 The Company has no obligation to pay the Client any interest, income, or other benefit derived from the use of such property or funds under this clause. The Company may satisfy its redelivery obligations by delivering securities or property of the same or equivalent kind, type, and amount as those received.

31.5 In addition to any rights at law or under this Agreement, the Company may set off, net, or apply any amounts, assets, or property it holds for or owes to the Client against any debts or other amounts the Client owes to the Company, whether matured or contingent, individually or jointly owed, and across any of the Client's accounts.

32. Authority to Transfer between Accounts

Until revoked by the Client in writing, the Company is authorized, at any time and without prior notice, to transfer between any of the Client's accounts held with the Company, or with any exchange member/clearing intermediary used by the Company, such excess funds, securities, commodities, futures, options, Financial Instruments, or other property as the Company, in its sole judgment, deems necessary: (i) to meet Margin requirements in any other account; or (ii) to reduce or satisfy any debit balance in any other account, in each case subject to applicable laws, regulations, and exchange rules. The Company may likewise transfer property among such accounts as it considers necessary to carry out the foregoing. The Company will provide written

confirmation of any such transfer within a reasonable time.

33. Printed Media Storage

The Client acknowledges and agrees that the Company may convert and store all account-related documentation including materials submitted during account opening, using printed media storage methods (e.g., microfiche, optical disc imaging, or similar technologies). Records maintained in such form shall constitute complete, true, and authentic copies of the Client's documents, account records, and signatures.

34. Credit Cards

34.1. The Client confirms that any credit card payment will be made with a card bearing the Client's own name and will be credited to the Client's account(s) with the Company for the sole purposes contemplated by this Agreement. The Client acknowledges that chargebacks are not permitted once the Company has executed the requested transaction.

34.2. The Client further acknowledges that, given the Company's use of 3-D Secure and similar controls, chargebacks are not permitted on the basis of a card reported stolen where such transactions would not have been approved under those controls. Due to the nature of the Company's services, the Client may not assert "Services not as described" as grounds to cancel Services. In any chargeback dispute alleging non-conformity, the Company may provide relevant third parties with documentation relating to the Client's account(s) and transactions.

34.3. The Company is not responsible for delays in credit card processing caused by third parties (including processors and banks) or by applicable laws, regulations, or other impediments in any jurisdiction.

34.4. In the event of a chargeback dispute, the Company may withhold the disputed amount in reserve until the dispute is resolved. The Client understands this reserve may affect the processing of other transactions in the Client's account(s).

34.5. The Client is liable for all costs incurred in connection with a chargeback dispute, including amounts charged by processors/banks or other third parties, attorneys' fees and legal expenses, and a reasonable charge for the Company's time spent on the matter.

34.6. To the extent permitted by law, the Company may set off any amounts owed by the Client, including chargeback amounts against balances or assets held for or owed to the Client.

35. Deposits and Withdrawals

35.1. Deposits and withdrawals must be made via the Company's authorized transfer channels and in the currencies specified by the Company.

35.2. The Company credits only net amounts actually received; all transfer fees and charges are borne by the Client. Funds received in a currency other than the account's base currency may be converted. Funds are credited upon receipt unless the Company requests additional information/justification; if the originator does not meet requirements, the Company may return the funds. The Company is not liable where deposits intended to support Margin are not yet received/confirmed.

35.3. Withdrawal requests must be submitted in writing via authorized channels. Only funds in excess of required Margin may be withdrawn. Withdrawals are processed after receipt and approval and generally within a few Business Days; actual receipt depends on the payment method, intermediaries, and other external factors outside the Company's control. The Company may withhold or reject a withdrawal (in whole or part) where:

- (a) it would impair the Client's ability to maintain open positions;
- (b) the funds are needed to meet current/future Margin for open positions;
- (c) other accounts in the Client's name are affected;
- (d) there is a dispute relating to the Client's accounts/transactions;
- (e) there is reasonable doubt about the withdrawal request;
- (f) there is reasonable doubt regarding account activity;
- (g) the beneficiary is a third party;
- (h) the request is in a currency other than the account's base currency; or
- (i) the requested method is not an approved payment method.

35.4. Daily limits and processing charges may apply. Larger withdrawals may require up to seven (7) days for processing. The Company is not liable for delays or issues arising during deposit/withdrawal processing.

35.5. The Company may decline deposits/withdrawals if the Client's email, phone, identity, address, or other required information is unverified or outdated.

35.6. Withdrawals are processed only to the Client. Payments to third parties or anonymous accounts are strictly prohibited.

35.7. The Company may decline the requested transfer method and suggest an alternative.

35.8. Deposits/withdrawals via a Payment Service Provider (PSP) are subject to the PSP's terms and policies as published by the PSP. The Company is not liable for losses, damages, or disputes arising from the PSP's policies or Services.

35.9. The Client releases the Company from claims relating to PSP processes (including errors, delays, or issues in payment transactions) and agrees to pursue such claims directly with the PSP. The Company may, at its discretion and without obligation, facilitate communication with the PSP.

36. Confidentiality

36.1 The Company recognizes that the Client's personal information is confidential, valuable, and uniquely the Client's. Such information will not be used to benefit any person other than the Client. The Company will ensure that its employees and Service Providers who receive confidential information are informed of its sensitive nature and will restrict disclosure strictly on a need-to-know basis.

36.2 The Client's consent is not required where disclosure is mandated by law, regulation, or a competent governmental or regulatory authority. The Company may share personal information to cooperate with official requests and to protect its legal rights and obligations. All Client data will be processed fairly and lawfully, collected for specified and legitimate purposes, and handled to safeguard privacy, confidentiality, and anonymity. The Client also consents to the provision of personal information to relevant institutions where necessary to perform activities under the business relationship.

36.3 The Client understands that Competent Authorities may exercise their powers: (a) directly; (b) in cooperation with other authorities or market participants; (c) under their responsibility by delegation to such bodies; or (d) through applications to judicial authorities, and that they possess supervisory and investigatory powers to fulfill their duties.

36.4 The Client agrees that any person or entity providing information to a Competent Authority pursuant to this Agreement shall not be deemed to breach any contractual, legislative, regulatory, or administrative confidentiality restriction, and shall incur no liability of any kind arising from such disclosure.

37. Trading Conditions

37.1 The Company's Trading Conditions, and Product Outline ("PO") form part of this Agreement. If there is any conflict, this Agreement prevails. The Trading Conditions are dynamic and may be amended at the Company's discretion; the Client's first transaction after any update constitutes acceptance. Clients must review the current Trading Conditions on the Company's website.

37.2 Prices quoted by the Company may differ from those offered elsewhere. The Company is not obliged to disclose counterparty prices. If a counterparty/liquidity provider fails to quote or quotes erroneous prices, the Company may be unable to provide a price and may reject or delay order confirmation. Spreads typical in normal markets may widen during volatility. Stop orders become market orders once triggered and are not guaranteed at the requested level. Pending orders older than one (1) month with no other account activity may be cancelled. The Company does not guarantee execution or priority over other clients' orders.

37.3 Trading hours follow server time (as specified in the PO; UTC+2/UTC+3 with DST). The

Company may delay market open to avoid unrepresentative pricing and may suspend or restrict trading during abnormal conditions without liability. The Client remains responsible for monitoring Margin and positions throughout any suspension.

37.4 For CFDs referencing exchange-traded instruments (e.g., shares, futures, ETFs, commodities, indices), the Company may mirror the trading status of the underlying venue. If the venue halts or restricts trading (including limit-up/limit-down/circuit breakers), CFD trading may also halt or be restricted; positions may not be opened/closed during the halt. (Spot FX is OTC and not subject to venue LULD.)

37.5 CFDs referencing futures are subject to expiration. Before the last trading day (per the PO), Clients should close positions; otherwise, the Company may set the instrument to close-only, close positions at the last quoted price, and cancel pending orders without notice. The Company is not liable for losses due to expiration or inability to roll.

37.6 Orders execute at the current market price when the Company confirms. Volatility/liquidity conditions and connectivity may cause delays and material slippage, including on market and stop orders (especially across gaps). Placement/modification/execution can be delayed or rejected. Pre-set Stop Loss/Take Profit linked to pending orders may be removed upon triggering due to slippage. The Client remains responsible for monitoring and risk management.

37.7 Margin is calculated per instrument (see PO). Dynamic, tiered leverage may apply by symbol. The Company may amend leverage/Margin at any time (including unscheduled) due to market conditions, regulation, or risk. Margin call level is 100%. If Margin is not restored (by funding or reducing exposure), the Company may begin closing positions starting with the most unprofitable. Stop-out generally occurs below 20% Margin Level (unless specified otherwise) with automatic closures consistent with the Best Execution Policy. Negative Balance Protection applies so that losses do not exceed total deposited funds in the relevant account. From Friday 21:00 (Server Time) or earlier on holiday eves, new activity that increases exposure and could lead to, or deepen, a Margin call is not permitted until markets reopen.

37.8 Overnight Financing (Swaps/Storage)

Overnight financing is applied to open positions as follows:

- Swaps/Rollover: Applied at 23:59 (Server Time). On Wednesdays, the swap is charged three (3) times.
- Intraday trades opened and closed within the same trading day do not incur swaps.

For Storage Group accounts, positions are subject to Storage fees instead of swaps. Storage is always a negative amount and may apply per position after an instrument-specific grace period, including a three-day charge. The application times for Storage fees are:

- MT5: 23:59 (Server Time) on Wednesdays
- MT4: 21:00 (Server Time) on Fridays

37.9 Corporate actions. Dividends, stock splits, and reverse splits may generate price and/or cash adjustments to open CFD positions; margin may be adjusted accordingly. The Company endeavours to process timely, but delays may occur and are an accepted trading risk.

37.10 For risk management/platform stability particularly for cryptocurrencies the Company may impose temporary limitations (including suspending the opening of new Buy/Sell orders) without prior notice. Clients must actively monitor the Platform. Closing of existing positions on such instruments may remain available.

37.11 FX conversion. Closed P/L and charges in a currency different from the account base currency are converted at Company-determined rates (which may differ from public interbank rates) and may include an exchange differential as set out in the Trading Conditions and PO.

37.12 Quotes, charts, news, and other data are provided “as is,” may be delayed/incomplete/inaccurate, are indicative only, and should not be relied upon. Past performance is not indicative of future results.

37.13 Strategies designed to exploit pricing errors or platform behaviour are prohibited. Any attempt to manipulate, exploit, interfere with, or abuse the Company’s systems, platforms, APIs, or infrastructure (including hacking, unauthorized access, credential stuffing, reverse engineering, code injection, API/feed abuse, latency/quote manipulation, order flooding, or denial-of-service) is a material breach. The Company may suspend/terminate access, cancel or reverse transactions, adjust balances to remove unjust enrichment, recover related costs/losses, and notify authorities.

37.14 The Client remains directly and personally responsible for obligations under each transaction and shall indemnify the Company for losses arising from failure to perform. The Company does not warrant uninterrupted access, error-free operation, instantaneous execution, or order priority, and may reject, cancel, or adjust requests where necessary to comply with these Trading Conditions.

37.15 Trading leveraged products (including CFDs and FX) carries a high level of risk and may not be suitable for all investors. Clients can lose all invested capital and should not trade with funds they cannot afford to lose. Independent advice should be sought where appropriate.

38. Online Access and Electronic Services

38.1. The Company grants the Client a limited, revocable, non-exclusive, non-transferable license to use the Platform (including web, mobile, the Trading Platform, and any Copy Trading interface) solely to manage the Client’s accounts and place orders. The Client must not grant third-party access, copy or modify the Platform, or decompile, reverse engineer, or otherwise misuse any software or content.

38.2. The Client is solely responsible for safeguarding logins, passwords, devices, and security settings. Any instruction authenticated with the Client’s Credentials will be treated as the Client’s

own. The Client must promptly notify the Company in writing of any loss, theft, or suspected unauthorized use.

38.3. Orders submitted via the Platform may route and execute automatically without prior review. The Client must monitor acknowledgements, confirmations, balances, and positions, and promptly report missing acknowledgements, errors, or discrepancies. Electronic instructions are deemed received only when acknowledged by the Platform.

38.4. Access may be unavailable, delayed, or degraded due to maintenance, peak demand, volatility, failures, or events beyond the Company's reasonable control. The Company does not warrant uninterrupted or error-free access. During interruptions, the Client should use any alternative channels the Company makes available (if any).

38.5. Quotes, charts, news, and other data delivered via the Platform may be delayed, incomplete, or inaccurate and are provided "as is" for information only. No warranty is given, and the Company/Service Providers accept no liability for reliance, except as required by law.

38.6. Acting reasonably, the Company may modify, suspend, withdraw, or limit any online functionality (including multi-account/Multi-Terminal tools), and may reset Credentials for security. Suspension or withdrawal of access does not affect the Client's obligations under this Agreement.

38.7. The Company may use third-party providers to deliver elements of the Platform and may share data with them as necessary, subject to this Agreement's confidentiality and data-protection terms.

38.8. The Client is responsible for suitable hardware, up-to-date software, reliable internet connectivity, and reasonable cyber-security measures. The Company is not liable for losses resulting from malware, connectivity issues, or device failures outside its control.

38.9. Mobile Applications are part of the Platform but may offer reduced or different functionality from web/desktop. Supported devices and OS versions are as published on the Company's website. The Client is responsible for device/network security and updates. Notifications (e.g., price alerts, order updates) may be delayed or fail and are informational only; the Platform's account view is definitive. Carrier/data/roaming charges are the Client's responsibility. For security or compliance, the Company may disable, restrict, or update mobile functionality (including resetting Credentials). Third-party app stores or embedded components are not parties to this Agreement.

38.10. Any automated tools (e.g., Expert Advisors) are provided "as is," without support or warranty. Use is at the Client's risk and results are not guaranteed.

38.11. The Client shall not: (i) access any part of the Platform/systems without authorisation; (ii) circumvent, disable, probe, or interfere with security or access controls (including rate limits); (iii)

copy, modify, decompile, disassemble, or reverse engineer any software or component; (iv) run bots, scrapers, automated scripts, or order-generation tools except as expressly permitted; or (v) perform any action that degrades performance or availability. Any actual, attempted, or suspected breach is a material breach. The Company may, without prior notice, suspend or terminate access, cancel/reverse transactions, adjust balances to remove unjust enrichment, decline or delay withdrawals, require cooperation with investigations (including preserving logs and providing device/IP details), recover losses and costs by set-off, and notify competent authorities. The Client must promptly report suspected vulnerabilities or security incidents and must not publicly disclose or exploit them.

39. Multiple Accounts

39.1. The Company may, from time to time, change the number assigned to any account covered by this Agreement; such changes do not affect the validity or continuity of this Agreement. Any account that is closed and later reopened, as well as any additional account opened in the Client's name, is governed by this Agreement unless a separate Client Account Agreement is executed for that account.

39.2. The Company may, at its absolute discretion, terminate any additional Client accounts it deems unused. The Client may open an additional account once a legitimate purpose for that account is established and justified to the Company's satisfaction.

40. Assignment

The Company may assign the Client's account to another financial institution by notifying the Client of the name of the intended assignee and the date of the assignment, five (5) days prior to the assignment. Unless the Client objects to the assignment in writing, prior to the scheduled date for assignment, this will indicate the Client's acceptance and the assignment will be binding on the Client. If the Client objects in writing before the scheduled assignment date, the Company may, in its discretion, maintain the account or close the account on a close-only basis and return available funds after deducting amounts due.

41. Transfer of Account Ownership and Novation

The Client has no automatic right to transfer account ownership or novate any position. Any transfer or novation is permitted solely at the Company's absolute discretion and is subject to the Company's prior written approval.

42. Severability

If any provision of this Agreement is held unenforceable or illegal by a court of competent jurisdiction, that provision shall be deemed severed and the remainder of the Agreement shall continue in full force and effect.

43. Miscellaneous

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

43.2. This Agreement may be amended from time to time, such changes will apply automatically, and the Company shall notify the Client of the updated Agreement through the Company's Website or via direct notification. The Client accepts and agrees to abide by the terms and any future amendments thereof, without the need for notification from the Company. The first post-amendment transaction initiated by the Client in any account signifies the Client's acceptance of the change as of the effective date of the amendment and such initiation and the subsequent execution of such transaction by the Company shall constitute reciprocal good consideration for the variance or amendment abovementioned, the sufficiency of which is hereby acknowledged and agreed by the Client and the Company respectively.

43.3 This Agreement is binding on the Company, its successors, assigns, and the Client's heirs, executors, administrators, legatees, successors, personal representatives, and assigns. In the event of the death or mental incapacity of the Client, all funds held by the Company, will be for the benefit of the legal heirs of the Client, should this be verified, and the legal heirs request for the withdrawal of the remaining balance in the deceased client's account. At the order of the legal heirs and presentation of official legal documents from the applicable governmental authorities in the jurisdiction of the deceased client, and upon checking the said documents, the Company should make the decision whether to allow such withdrawal. All obligations and liabilities owed to the Company in connection with the deceased client account will be set off from the client's account and no repayment will be required to be made by the legal heirs. The Company shall not be liable for any losses or charges incurred during the period between death or mental incapacity and receipt of a request for withdrawal.

43.4 This Agreement constitutes the entire agreement between the Parties, and supersedes all prior negotiations, agreements or understandings, whether oral or written, relating to the subject matter.

43.5 Failure to enforce any provision of this Agreement shall not be construed as a waiver of the provision or the right to enforce same in the future.

44. Joint Accounts

Joint Accounts are treated in accordance with the Company's Joint Account Policy and Applicable Regulations. Unless otherwise agreed in writing, all joint holders are jointly and severally liable, and the Company may act on the instructions of any one account holder. In case of dispute between

joint holders, the Company may place the account in close-only or suspend instructions until the dispute is resolved.

45. Provision of information and reporting

45.1 The Client agrees that the Company may, at any time, request information from the Client and that the Client will promptly supply such information as reasonably required to enable the Company to comply with applicable legal and regulatory obligations. The Client further undertakes to notify the Company without delay of any change to the information previously provided. Failure to provide or update information when requested may result in the suspension or closure of the Client's account(s).

45.2 The Client acknowledges and accepts that the Company may use, retain and disclose the information provided (including to third parties and service providers) for purposes including, but not limited to, identity verification, client due diligence, compliance checks, fraud prevention, and the preparation of the Client's economic profile or other research reasonably necessary to fulfil statutory and business requirements.

46. Governing Law

46.1 This Agreement is governed by the Laws of Seychelles.

46.2 The Competent Courts for all disputes and controversies arising out of or in connection with the Agreement shall be the Courts of Seychelles.

47. Client Acknowledgement

The Client declares that they have read, understood, and agree to be bound by all terms and conditions of this Agreement. The Client further declares that they are the ultimate beneficial owner of the account(s) and that all funds deposited are derived from legitimate sources. The Client acknowledges that trading in Financial Instruments is speculative, involves a high degree of risk, and is suitable only for those who can bear losses, including losses that may exceed initial Margin deposits (unless Negative Balance Protection applies under law or contract).

By proceeding to open an account with the Company, the Client hereby: (i) consents to the collection, processing, use, and cross-border transfer of personal data in accordance with this Agreement's confidentiality and data-protection provisions; (ii) authorizes the Company to conduct identity, sanctions, and AML/CTF checks and to request/verify documentation on an ongoing basis; (iii) agrees to receive disclosures, statements, notices, policies (including the Trading Conditions, Order Execution Policy, and Product Outline), and other communications electronically (including via the Platform or email), and consents to electronic signatures and records; (iv) consents to the recording and retention of communications (including telephone and electronic communications) for legal, regulatory, and evidentiary purposes; (v) authorizes the Company to debit fees, charges, interest, taxes, and any amounts due under this Agreement from any account and to set off

amounts owed against balances held for the Client; (vi) confirms that all information provided is true, accurate, and complete and undertakes to promptly update any material changes; (vii) acknowledges that orders may be executed electronically and that access to the Platform may be delayed or interrupted without liability to the extent permitted by law; and (viii) acknowledges that the first transaction after any notified amendment to this Agreement constitutes acceptance of the amended terms.

Electronic Signatures. The Client consents and agrees that the use of an electronic signature including any action using a keypad, mouse, touchscreen, or other device to indicate acceptance, constitutes the Client's signature under applicable electronic signature laws, has the same legal effect as a handwritten signature, and is admissible as evidence in legal proceedings in any country. An electronic signature shall not be denied legal effect or enforceability solely because it is in electronic form, is not based on a qualified certificate, is not issued by an accredited certification Service Provider, or is not created by a secure signature-creation device. No third-party verification is required for enforceability between the Client and the Company. At the Company's discretion, documents executed and transmitted electronically may be accepted as originals and have the same binding effect as an original signature on an original document. The Client consents to receive information, agreements, and other documents electronically, and acknowledges that electronically signed agreements constitute valid, freely entered electronic contracts.

RISK DISCLOSURE STATEMENT

This statement forms part of the Client Agreement. Read it carefully and ensure you understand and can afford the risks before opening an account or placing any trades. It does not describe every possible risk but highlights the most material ones. Trading in Contracts for Difference (“CFDs”) and other leveraged Financial Instruments involves a high degree of risk. You should not trade unless you fully understand the nature of the transactions and the extent of your potential losses.

You acknowledge that you may lose all of your invested capital and, in some circumstances, more than your initial deposit (unless Negative Balance Protection applies under law or contract). Trading is not suitable for many members of the public. Consider your experience, objectives, financial resources, and circumstances. If in doubt, seek independent advice.

1) Leverage, Margin, and the Nature of CFDs

1.1 CFDs are highly leveraged. A small market move can have a disproportionately large impact on your Margin. You may sustain a total loss of initial Margin and any additional funds deposited to maintain open positions. If markets move against you or Margin requirements rise, you may be required to deposit substantial additional funds at short notice. Failure to meet a Margin call may result in the liquidation of positions at a loss and potential deficit balances. Losses can be rapid and substantial.

1.2 Stop-loss or stop-limit orders (where available) are not guaranteed. Volatility, slippage, and market gaps may cause execution at worse prices than intended, or no execution. Combinations (e.g., spreads, straddles, hedges) can be as risky as simple long/short positions. You should understand how orders are executed on the Platform.

1.3 Nature of CFDs. CFDs are cash-settled OTC derivatives that reflect price movements of an underlying (e.g., FX, indices, commodities, shares). You do not own the underlying or acquire related rights (e.g., voting), though cash/price adjustments may reflect corporate actions. Because CFDs trade only with the Company as counterparty, pricing, costs, and liquidity may differ from the underlying market. Leveraged derivatives entail contingent liabilities (e.g., margin calls).

2) Off-Exchange (OTC) Transactions

CFDs are concluded off-exchange with the Company as counterparty. It may be difficult or impossible to liquidate a position, value it, determine a fair price, or assess risk. Off-exchange transactions may be less regulated or subject to different regimes because there is no central exchange/clearing house. You should familiarize yourself with applicable rules, execution venues, and order types. Counterparty risk applies: if the Company fails to meet its obligations, you may not recover funds in full.

3) Additional Risks

3.1 Obtain and understand instrument-specific terms and account conditions (including Margin, leverage, rollover/storage, and execution characteristics) as set out on the Platform and in the Product/Instrument Schedule.

3.2. Market conditions (e.g., extreme volatility, illiquidity) or venue rules (e.g., trading halts, limited trading hours, circuit breakers) can increase losses and make it difficult or impossible to execute transactions or close/offset positions. Normal pricing relationships between related instruments may break down, making “fair value” hard to judge.

3.3 Understand how your funds and assets are protected, particularly in the event of insolvency. Local laws/rules determine recovery. In some jurisdictions, property specifically identifiable as yours may be treated like cash for distribution if there is a shortfall.

3.4 All charges reduce net profit (if any) and increase losses. Obtain a clear explanation of all applicable costs before you trade.

3.5 Where permitted, stop-loss orders do not guarantee your loss will be limited to the intended amount due to slippage and gaps. Complex strategies can increase risk.

3.6 Trading certain instruments or in certain markets may expose you to different or lesser investor protections. Your local regulator may be unable to enforce rules of authorities in other jurisdictions where your transactions occur.

3.7 Transactions denominated in a foreign currency (or P/L converted to your base currency) are affected by exchange-rate fluctuations, which can increase losses or reduce gains.

3.8 Electronic platforms depend on computer-based systems for order routing, execution, matching, registration, and clearing. These systems can fail or be disrupted. Liability for resulting losses may be limited by venues, providers, clearing houses, or member firms. Connectivity, latency, hardware/software issues, and cyber risks may also affect your trading.

4) Acknowledgment

By opening an account, using the Company’s Services, or placing any transaction, you confirm that you have read and understood this Risk Disclosure Statement; that profits are not guaranteed; that past performance is not indicative of future results; and that trading CFDs and other leveraged products involves a high risk of loss, including the possible loss of your entire investment. You further confirm that you have the necessary knowledge, experience, and financial resources to trade such products and accept full responsibility for all trading decisions.