



# CLIENT AGREEMENT





# Table of contents

<b>Chapter 1: Scope of Agreement .....</b>	<b>6</b>
Terms and Conditions.....	6
1. Parties to the Agreement .....	7
2. Electronic Signatures and Acceptance of Agreement(s).....	8
3. Acceptance and Scope of Agreement(s) .....	9
4. Integrity, Severability, and Interpretation of the Agreement .....	10
5. Authorization.....	12
6. Financial Knowledge and Experience .....	14
7. Legal Restrictions.....	15
8. Definitions.....	16
<b>Chapter 2: Access and Use of Our Online Trading Facility.....</b>	<b>30</b>
9. Limited License to Access and Use Our Online Trading Facility .....	30
10. Copyright, Licenses and Trademarks .....	32
11. Investment Decisions and Responsibilities.....	33
12. Accuracy of Information and Disclaimer of Liability .....	33
13. Analytical Tools and Market Data .....	34
14. Access, Usage Restrictions, and Transaction Adjustments .....	36
15. Technical Issues and Disclaimer of Liability .....	37
16. Manifest Errors.....	38
17. Infections, Contaminations or Other Destructive Content.....	39



18. Hyperlinks to Other Sites Controlled or Offered by Third Parties .....	40
19. Software .....	40
20. Forward Looking Earnings Statements.....	41
<b>Chapter 3: Services.....</b>	<b>43</b>
21. Scope of Services .....	43
22. Registration .....	43
23. Eligibility.....	44
24. Identification .....	45
25. Personal Information – Accurate and Complete Data .....	45
<b>Chapter 4: Terms of Service.....</b>	<b>48</b>
26. Services Provided .....	48
27. Execution of Orders .....	48
28. Prices and Open Positions.....	49
29. Cryptocurrency .....	49
30. Order Execution and Platform Policies.....	53
31. Electronic Trading Terms.....	55
32. Electronic Trading Methods .....	58
33. Trade Confirmation and Account Reporting.....	59
34. Consent to Receive Electronic Trade Confirmations and Account Statements .....	59
35. Recording and Archiving.....	60
36. Rollover and Offset.....	60
37. Corporate Events and Actions .....	61
<b>Chapter 5: Social Trading Community.....</b>	<b>63</b>



38. Social Trading Community Platform .....	63
39. Followers .....	63
40. Strategy Providers.....	65
41. Disclaimer on Social Trading .....	66
42. Major Risks of Social Trading .....	66
<b>Chapter 6: Margin Deposits, Collateral, and Payments .....</b>	<b>68</b>
43. Margin and Collateral.....	68
44. Margin Call Policy .....	70
45. Security.....	71
<b>Chapter 7: Commissions, Fees, and Charges .....</b>	<b>73</b>
46. Commissions, Fees, and Charges.....	73
47. Other Fees and Charges.....	73
48. Payment Terms.....	75
49. Currency Exchange.....	76
50. OTC Trading Pricing.....	76
51. Prohibited Trading Practices .....	76
<b>Chapter 8: Your Account .....</b>	<b>81</b>
52. Account .....	81
53. Base Currency.....	81
54. Access Code .....	82
55. Partners and Business Introducers .....	83
56. Deposits, Refunds, and Withdrawals.....	83
57. Multiple Trading Accounts .....	87
58. Net Settlement Agreement.....	88



59. Client Funds and Assets .....	89
60. Dormant, Dormancy Fee and Archiving Policy .....	90
<b>Chapter 9: General Provisions .....</b>	<b>91</b>
61. Acknowledgment and Commitments .....	91
62. Further Representations, Warranties and Covenants.....	97
63. Information Disclosure.....	99
64. FATCA.....	99
65. Common Reporting Standards (CRS) .....	100
66. Regulatory Matters.....	101
67. Tax Implications.....	101
68. Privacy and Data Protection.....	102
<b>Chapter 10: Complaint Handling Policy .....</b>	<b>108</b>
69. Complaints .....	108
<b>Chapter 11: Indemnification and Limitation of Liability.....</b>	<b>110</b>
70. Risk of Loss; Limitation of Liability.....	110
71. Disclaimer .....	112
72. Disclaimer and Limitation of Liability.....	113
73. Indemnification .....	113
74. Independent Investigation .....	114
<b>Chapter 12: Default .....</b>	<b>115</b>
75. Default.....	115
76. Rights Upon Default .....	119
<b>Chapter 13: Termination of Client Relationship and Liquidation of Accounts.....</b>	<b>121</b>
77. Termination of Client Relationship.....	121



<b>Chapter 14: Miscellaneous Provisions</b> .....	<b>122</b>
78. Assignment of Rights and Obligations.....	122
79. Time is of the essence.....	122
80. Notices.....	122
81. Governing Law and Jurisdiction.....	123
82. Contract Language.....	124
83. Force Majeure.....	124
84. Waiver .....	124
85. Cumulative Remedies .....	125
86. Exclusion of Third-Party Rights.....	125
87. Independent Contractors.....	125
88. Counterparts.....	125
89. Survival .....	126



# Chapter 1: Scope of Agreement

## Terms and Conditions

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

Mega's financial investment business services are provided by Mega Fusion Group (Pty) Ltd (operating under the trading name "Mega"), which is a Full Service Dealer Licensee, excluding Underwriting regulated and authorized by the Financial Sector Conduct Authority, South Africa (FSCA) in South Africa (hereinafter referred to as "Mega" and/or "Company" and/or "we" and/or "our" and/or "us"). All access and/or use of our Online Trading Facility is subject to these terms and conditions (hereinafter referred to as these "Terms and Conditions" and/or this "Agreement") in accordance with the terms hereof.

Please read these Terms and Conditions completely and carefully before accessing and/or using our Online Trading Facility. You must read, agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those Terms and Conditions expressly set out below, and those incorporated herein by reference, before you may become a client of the Company.

If you have any objections to these terms and conditions or any part thereof, or if you do not agree to be bound by them, please do not access or use our online trading services in any way and immediately notify us in writing.

Your access and use of our Online Trading Facility constitutes your acceptance of these Terms and Conditions and any other legal notices and statements contained on or in our Online Trading Facility. Your access and use of or Online Trading Facility is governed by the version of these Terms and Conditions that is in effect on the date on which our Online Trading Facility is accessed and/or used by you. Please feel free to contact our customer support team at [support@mega-fusion.com](mailto:support@mega-fusion.com) for any clarifications.



We reserve the right to amend, alter, modify, delete or add to any of the provisions of these Terms and Conditions at any time, in accordance with the Terms hereof without any notice in advance. When these Terms and Conditions are modified (hereinafter referred to as "Changes") we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is your duty to check regularly this Agreement on our Online Trading Facility regarding any such Changes. All amended terms shall be effective immediately after their initial posting on our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments were made, whichever is sooner.

Some areas or parts of our Online Trading Facility may have different specific terms of access and/or use posted on them. If there is a conflict or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the specific terms shall prevail.

Trading on any financial market involves a significant level of risk. Your investment decisions should be based on your sole independent judgment. Please be aware then that the contents of our Online Trading Facility are neither a personal investment advice, solicitation, nor an offer to enter into any transactions on the financial market(s).

The contents of our Online Trading Facility and of any communications you may receive from us, via website postings, e-mail, telephone or otherwise, and any part of any member's area on our Online Trading Facility, in particular, are for general information and educational purposes only and do not amount to investment financial advice or unsolicited financial promotions to individual investors. Please do read our "Risk Disclosure" on our Online Trading Facility, before accessing and/or using our Online trading Facility.

## 1. Parties to the Agreement

1.1 This Agreement is made between yourself, as our client (hereinafter referred to as "you" or "your" or, in general terms, the "client") and Mega Fusion Group (Pty) Ltd a limited liability company formed under the laws of South Africa and regulated by the Financial Services Commission, having its registered office at 29 First Avenue East, Parktown North, Johannesburg, Gauteng, South Africa 2193 and any of its designated and permitted successors, assigns and those of its subsidiaries and affiliates that are identified further in this Agreement (also trading under the name "Mega" henceforth the "Company", "us", "our", "we" or "Mega"). This Agreement describes in full detail the Terms and Conditions you must accept, without restrictions or objections, before accessing and/or using our Online Trading Facility.



Furthermore, before you access and/or use our Online Trading Facility and before you become a client of the Company, you must fully understand and agree to all the terms and conditions expressly explained and/or implied hereto, and/or incorporated herein by reference. Notwithstanding anything to the contrary, by continuing to use our Online Trading Facility you are implying that you have read these Terms and Conditions and have unconditionally accepted these Terms and Conditions in their entirety and without reservation.

1.2 “Mega” (henceforth the “Company”, “us”, “our” or “we”) and “you”, as our client (henceforth “you”, “your” or, in general terms, the “client”), may hereinafter be referred to, individually, as a “Party” and, collectively, as the “Parties”.

## **2. Electronic Signatures and Acceptance of Agreement(s)**

2.1 You hereby expressly acknowledge and agree that:

- (a) By downloading, completing and/or submitting to us the account documentation and forms posted on our Online Trading Facility (hereinafter referred to as the “Account Opening Application Form(s)”) and/or clicking in the appropriate space, or on the “I Accept” button, or similar buttons or links as may be designated by us to show your approval and acceptance of this Agreement; and/or
- (b) By accessing and/or by continuing to access or use, our Online Trading Facility, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the Terms and Conditions set out in this Agreement, as they may apply to you.

2.2 You hereby agree to communications being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, website postings, e-mails, or other electronic means) to the extent permitted by Applicable Laws, Rules and/or Regulations. Communications being made via electronic media in order to enter into contracts, place Orders and other records and to the electronic delivery of notices, policies and records through our Online Trading Facility and/or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirement that a communication should be ‘signed’ and ‘in writing’.



2.3 If your signature or acknowledgement is required or requested with respect to any such document and you "click" in the appropriate space, or on the "I Accept" button, "Submit" button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action as may be indicated on our Online Trading Facility, you will be deemed to have 'signed' and/or 'acknowledged' the document to the same extent and with the same effect as if you had signed the document manually. To the extent permitted under applicable mandatory law, you hereby waive any rights or requirements under any Applicable Laws, Rules and/or Regulations in any jurisdiction, which require an original (non-electronic) signature or delivery or retention of non-electronic records.

2.4 You hereby expressly acknowledge your understanding that you have the right to withdraw your consent to the electronic delivery and signature of documents at any time by providing prior written notice to us. However, if you revoke your consent, your access to and/or use of our Online Trading Facility may be restricted or terminated, at our sole discretion and without any obligation on our end to provide you with any explanation and/or justification thereof.

### **3. Acceptance and Scope of Agreement(s)**

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

3.2 Without prejudice to the provisions of sub-clause 2.1 hereinabove, in particular as regards your acceptance and acknowledgement of this Agreement, we will become a counterparty bound to this Agreement, and this Agreement will become binding on us, only as of the date on which we are sending the above-mentioned confirmation e-mail, as indicated thereon (the "Effective Date").

3.3 This Agreement applies to all of our online trading platforms, including but not limited to all electronic content or software services we provide (including but not limited to real-time market data, price quotes for supported trading instruments, etc.); it also covers trading execution software provided through the Internet, electronic communications, website notices, emails, phone, or otherwise, and any other features, content or services that we may add in the future.

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



3.5 We may from time to time provide you further information in respect of certain Transactions and/or Contracts, which may contain specific legal and/or contractual provisions applicable with respect to such Transactions and/or Contracts. In the event of any conflict and/or discrepancy between the clauses of this Agreement and/or its appendices, supplementary conditions, attachments, schedules, etc., and the legal and/or contractual provisions set forth in such communications to you in respect of certain Transactions and/or Contracts, the latter shall prevail. The fact that a legal and/or contractual provision is specifically set forth herein, or is included in a specific communication to you, in respect of one particular Transaction and/or Contract, shall not preclude a similar legal and/or contractual provision being expressed or implied, or being applicable, in relation to any other Transaction and/or Contract.

3.6 We reserve the right to amend, modify, delete, or add to the terms of this Agreement at any time, and may make such modifications at our sole discretion, without prior notice or warning.

3.7 In the event of any changes to the terms, we will publish a notice of the changes on our Online Trading Facility or notify you through other means. Each notice shall be deemed to be fully communicated, and it is your responsibility to regularly review this Agreement and platform notices to ensure you are aware of the latest changes. All amended terms shall take effect either upon the first publication or upon your first access to or use of the Online Trading Facility, whichever occurs earlier.

3.8 If you continue to access or use the Online Trading Facility after the changes have been published, it shall be deemed that you agree to and accept the revised terms, and your use will be governed by the updated terms and conditions. If you do not wish to be bound by the changed terms, please immediately cease accessing or using the Online Trading Facility and notify us in writing.

## **4. Integrity, Severability, and Interpretation of the Agreement**

### 4.1 Integrity of the Agreement

This Agreement (including its annexes, appendices, addenda, attachments, schedules and/or any amendments) constitutes the entire agreement between you and us regarding the access and use of our Online Trading Facility, and supersedes all prior arrangements or agreements, whether express or implied, concerning the subject matter hereof, unless otherwise explicitly stated in writing and mutually agreed upon by the parties, as set forth in the "Terms Agreed Upon by Mutual Consent of the Parties."



## 4.2 Compliance with Applicable Laws

This Agreement shall not be construed as requiring you to violate any applicable laws, regulations, or rules. In the event that any provision of this Agreement conflicts with any current or future applicable laws, statutes, or regulations, such applicable laws, statutes, or regulations shall prevail. However, in such cases, only the affected provisions shall be modified to the necessary extent to comply with legal requirements, and the validity of the remaining provisions of this Agreement shall not be affected.

## 4.3 Severability of Provisions

Each part of this Agreement is a distinct undertaking. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, which shall remain in full force and effect and shall in no way be affected or invalidated.

## 4.4 Adoption and Modification of Provisions

With respect to the provisions of this Agreement, which are held to be invalid or unenforceable, in whole or in part, the Parties will negotiate in good faith with the intention to replace the void provision with a valid one that in its economic effect complies best with the void provision in a manner consistent with their joint intention as expressed herein and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

## 4.5 Reasonable Adjustment of Provisions

Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

## 4.6 Document and Terminology Interpretation

- (a) Electronic Documents: The term "documents" mentioned in this agreement shall be understood to include electronic documents;
- (b) Use of "Including": The term "including" used in this agreement shall be interpreted as "including without limitation," unless otherwise required;



- (c) Technical Meaning of Certain Terms: The terms "buy" or "sell" in this agreement shall be interpreted as technical terms and shall not represent any form of transfer of ownership. This agreement does not apply to transactions involving financial instruments that require physical delivery.

#### 4.7 General Rules of Interpretation

Unless the context requires otherwise, the words in this agreement shall be interpreted as follows:

- (a) Gender and Number: Words in the masculine gender shall include the feminine and neuter genders, and the singular shall include the plural, and vice versa;
- (b) Scope of Reference: The term "person" shall include individuals, legal entities, companies, unincorporated organizations, and partnerships;
- (c) Headings: The headings of the clauses are for reference purposes only and shall not affect the interpretation of this agreement;
- (d) Extended Meaning of Terms: The terms "including" or "for example" shall be understood as "including without limitation;"
- (e) Our Scope: The terms "we" or "the Company" in this agreement shall be deemed to include Mega Fusion Group (Pty) Ltd and its successors, assigns, subsidiaries, or affiliates, and may include directors, shareholders, partners, employees, agents, and affiliates (collectively referred to as "Affiliates").

## 5. Authorization

5.1 Our Online Trading Facility is available to, and may only be used by, individuals, corporations, companies, joint ventures, partnerships or any other legal entities or associations of individuals or other legal entities (hereinafter referred to as "Legal Entit(y)ies"), which can form legally binding contracts under the law applicable to their country of residence or, in the case of Legal Entities, in their country of formation, incorporation and/or domiciliation. Without limiting the foregoing, our Online Trading Facility is NOT available to persons who are under the age of 18, or otherwise under legal age in their country of residence (hereinafter referred to as "Minors"), or who, otherwise, cannot form legally binding contracts under the law(s) applicable in their country of residence or, in the case of Legal Entities, in their country of formation, incorporation and/or domiciliation.



5.2 If you are a minor, or if under the laws of the country where you reside you are not legally able to enter into a contract, or if you are a legal entity and cannot legally enter into a contract in the jurisdiction where you are incorporated, registered, or established, you may not access or use our online trading platform. If you do not meet the criteria, please immediately cease accessing or using our online trading platform and notify us in writing.

5.3 For avoidance of doubt, we shall not be responsible for any unauthorized access and/or use by Minors of our Online Trading Facility in any way or manner. We will not proactively verify the eligibility of users. The Online Trading Facility shall not be held liable for any losses incurred from transactions conducted by Minors or ineligible individuals. In accordance with these terms, the remaining funds will be refunded via the original payment method, and the Company will charge a platform processing fee of up to 6% based on the payment method. We are not responsible for determining whether any Transactions and/or Contracts you may enter into via our Online Trading Facility are suitable, appropriate or advisable to you.

5.4 According to the above terms, without affecting any other representations, warranties, or agreements under this agreement, you hereby represent and warrant that:

- (a) You are an individual or legal entity and are able to enter into a legally binding contract under the applicable laws of your country of residence (or, if a legal entity, under the laws of the jurisdiction in which it is incorporated, organized, or established);
- (b) If you are an individual, you are at least 18 years of age or have reached the legal age of majority in your country of residence;
- (c) All information you provide to us is for the purpose of opening an account or transacting with us and is true and accurate;
- (d) The membership application form you submitted is correct and valid;
- (e) You have all necessary rights, powers, and authority to execute this agreement and perform the actions set forth in this agreement, including depositing funds;
- (f) You are not a Politically Exposed Person (PEP);
- (g) You are not an employee of a publicly listed company.



We do not accept any trading from clients who are employed by a Listed Company. We reserve the right in such cases, in our sole discretion, to impose any restrictions deemed appropriate on your trading account(s), including the immediate termination of our business relationship, and thus, the close-out of any open Transactions and/or Contracts without prior notice and without being obliged to provide you with any explanation or justification.

To the extent that the Party intending to open an Account with us or intending to access and/or use our Online Trading Facility is a Legal Entity, you represent and warrant that you are legally authorized to bind such Legal Entity for the purposes of this Agreement and/or the services to be provided hereunder, and that your execution and/or acceptance of this Agreement, as provided herein, shall be binding on, and enforceable against, such Legal Entity, for any and all purposes and intents of this Agreement.

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

## 6. Financial Knowledge and Experience

6.1 Our Online Trading Facility is available only to, and may only be used by persons who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of accessing and/or using our Online Trading Facility and entering into Transactions and Contracts via our Online Trading Facility and who have done so without relying on any information contained on, or in our Online Trading Facility and/or otherwise provided by us in relation thereto.

6.2 According to the above terms, you hereby represent and warrant, without affecting any other representations, warranties, or agreements under this Agreement, that:

- (a) You have sufficient financial knowledge and experience to independently assess the advantages and risks of engaging in transactions and entering into contracts through our online trading platform;
- (b) You make your own trading decisions without relying on any information contained in or provided by our online trading platform or in any other way by us;



- (c) You are signing this agreement and engaging in transactions and entering into contracts through our online trading platform in your own name and as the ultimate beneficiary (but not as a trustee);
- (d) Regardless of whether you make a contrary decision in the future, you acknowledge that engaging in financial contracts, transactions, and agreements (as well as other investments) through our online trading platform is suitable for you;
- (e) You understand all the risks involved in the relevant transactions and contracts;
- (f) You are willing and financially able to bear any losses that may result from transactions or contracts carried out through our online trading platform;
- (g) You have read and fully understood our "Risk Disclosure " on the online trading platform.

6.3 Without prejudice to any of the foregoing, we shall not be responsible for verifying and/or checking whether you have sufficient knowledge and/or experience for accessing and/or using our Online Trading Facility and/or entering into financial contracts via our Online Trading Facility, nor shall we be responsible for any damages and/or losses incurred by you as a result of your insufficient knowledge and/or experience. If you do not meet the criteria, please do not access, or use our online trading platform and immediately notify us in writing.

## 7. Legal Restrictions

7.1 Without limiting any of the foregoing, our Online Trading Facility is NOT available where it is illegal to access and/or use, and we reserve the right to refuse, decline and/or cancel our Online Trading Facility and/or any part or component thereof, at our sole discretion and for any reason, at any time, without being obliged to provide you with any explanation or justification thereof.

7.2 In that regard, you understand that the laws regarding financial contracts vary throughout the world, and that it is your, and only your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency, or, (in the case of a Legal Entity), in its country of formation, incorporation and/or domiciliation, with regard to accessing and/or using our Online Trading Facility. For the avoidance of doubt, the ability to access our Online Trading Facility does NOT necessarily mean that our Online Trading Facility, and/or any activities you may undertake through it, is/are legal under the laws, regulations, or directives relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation. If our online trading facility, and/or any activities you may undertake through it, is/are prohibited or restricted, please do not access and/or use our online trading facility and inform us in writing immediately.



7.3 Our Online Trading Facility does NOT constitute, and may NOT be used for the purposes of, a financial product or service offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any person to whom it is unlawful to make such an offer and/or solicitation. Access to and/or use of our Online Trading Facility, and the offering of financial contracts via our Online Trading Facility, may be restricted in certain jurisdictions, and, accordingly, users accessing our Online Trading Facility are required to inform themselves of, and to observe, such restrictions.

Important note: we do not accept any trading from clients residing in the United States. We reserve the right to impose additional requirements or pre-conditions to accept clients residing in or from specific countries at any time and at our sole and exclusive discretion, without being obliged to provide any explanation or justification.

## 8. Definitions

For the purpose of this Agreement, unless the context otherwise requires, capitalized words and expressions shall have the meanings assigned to them in the defined terms that are set forth in capitalized words and phrases: hereinafter, under the heading "Definitions"; and throughout this Agreement:

(1) Account

Shall mean, any one or more accounts opened for clients in the trading process or multi-product platform maintained by our company, through which they can trade the products or services provided under these terms. The client's cash and assets are held in the account, and the profits and/or losses realized are deducted from the account.

(2) Account Detailed Report OR Account Summary

Shall mean a statement of a client's investment portfolio, open positions, Margin requirements, cash deposit etc., at a specific point in time.

(3) Account Opening Application Form(s)

Shall mean the account opening documentation and forms posted on our Online Trading Facility, which need to be completed by prospective clients for the purpose of opening an Account with us; we reserve the right to refuse and/or decline your account opening application(s), at our sole discretion and for any reason, without being obliged to provide any explanation or justification.



(4) Affiliate Entity

Shall mean any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such company or person; for purposes of this definition, the term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to a company or person in this Agreement, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such company or person, whether through ownership of voting securities or otherwise.

(5) Agreement

Shall mean this Agreement, including all its annexes, appendices, addenda, attachments, schedules and exhibits, which may become effective, amended, or revised from time to time.

(6) Anti-Money Laundering (“AML”) Legislation

When used in this Agreement, unless the context otherwise requires, shall mean, collectively, Money Laundering and Terrorism (Prevention) Act 2008 and the Money Laundering (Prevention) Regulations 1998, as the same may be in force from time to time and modified or amended from time to time.

(7) Applicable Laws and Regulations

Shall mean, governed by and construed in accordance with the laws of South Africa, including but not limited to the Financial Markets Act 2012 and its amendments from time to time. The parties hereby irrevocably agree that any dispute arising from or in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the courts of South Africa. This Agreement shall comply with and be subject to the following laws and regulatory frameworks, including but not limited to:

- The International Financial Services Commission Act, Chapter 272,
- The International Financial Services Practitioners (Code of Conduct) Regulations 2001,
- The International Financial Services Commission (Licensing) Regulations 2007,
- The Accounting Records (Maintenance) Act 2013,
- The International Financial Services Licensing Procedures

- Any other applicable regulations of government or regulatory authorities, the rules of the relevant exchanges, as well as any local, state, federal, and international laws, rules, and regulations that apply to the jurisdiction of registration, incorporation, organization, or place of business of one of the contracting parties, and which may be amended or supplemented from time to time.

(8) Associate

Shall mean an undertaking in the same corporate group as us, a Representative whom we or an undertaking in the same group as us may appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them.

(9) Ask Price

Shall mean the price at which a contract for the purchase of a specific currency pair can be entered into via the Online Trading Facility. The 'Ask Price' represents the price at which a buy order can be executed in the market and will fluctuate in real-time based on market volatility.

(10) Access Code(s)

Shall mean any password, username, or any other security code issued by the company to the client, granting them access to and use of the company's services.

(11) Balance

Shall mean the balance of a client's Account after the last Account transaction(s) made, within any given period of time.

(12) Bid Price

Shall mean the price applicable when the client sells a specific currency pair on our online trading platform, i.e., the price at which we are willing to buy the currency pair. The 'Bid Price' represents the price at which a sell order can be executed in the market and will fluctuate in real-time based on market volatility.

(13) Business Day

Shall mean any calendar day (except any Saturday or Sunday), on which the Company are open for business and provides support services.



(14) Client or client

Shall mean “you” or “your” and, in more general terms, any person

- a. Who is interested in Transactions and/or Contracts;
- b. Who enters or has entered our Online Trading Facility; and/or
- c. Who has submitted to us all required Account Opening Application Form(s) - including in each instance, without limitation;
  - i. A government-issued identification evidencing nationality, residence and bearing a photograph with nationality and residential address information (e.g., driver’s license, passport, Government residency card, or similar identification);
  - ii. And a valid recent official utility (water, gas, electricity, etc.) bill or bank statement, in each instance not more than three (3) months old, showing name and address, as required under any relevant Anti-Money Laundering (“AML”) Legislation, obligations and/or procedures applicable to us.
- d. And whom has been accepted as a client by us in accordance with the terms of this Agreement, in the manner set forth herein, and to whom Services will be provided by us.

(15) Contract for Difference or CFD(s)

Shall mean a contract which is a ‘contract for differences’ by reference to fluctuations in the price of the relevant underlying security or index; trading in CFDs is trading on the outcome of the price of an underlying exchange instrument (e.g. stocks, foreign exchange or futures), whereby such trading does not occur on a recognized or regulated exchange; trading in CFDs is not subject to delivery of the underlying exchange instrument and/or any other interest; accordingly, the result of trading in CFDs is the difference between sell and buy CFD transactions only.

(16) Collateral

When used in this Agreement, unless the context otherwise requires, shall mean any securities or other assets deposited with us as a continuing security and collateral for the payment and discharge of all obligations owing to us in relation to any Services provided by us under and/or pursuant to this Agreement.



(17) Conflict of Interest Policy

Shall mean our prevailing policy regarding conflicts of interest, which is posted on our Online Trading Facility and may be supplied separately on demand, and it is hereby mentioned by reference.

(18) Commission, Charges & Margin Schedule

Shall mean the schedule of commissions, charges, Margin, and other rates which at any time may be applicable to our Services as determined by us on a current basis; the Schedule is available on our Online Trading Facility and may be supplied separately on demand.

(19) Contract

Shall mean any contract, entered into between us and the client, whether in writing, orally, or electronically, for the purchase or sale of any goods, securities, currencies, or other supported assets or properties, including but not limited to any derivative contracts, such as Contracts for Difference (CFDs) or other related transactions.

(20) Counterparty(ies)

Shall mean banks and/or brokers through whom we may cover our transactions and/or Contracts with client(s).

(21) Credit Limitation

Shall mean the existence of a restriction on the ability to trade with a Client based on our credit exposure/Margin requirements towards such client.

(22) Credit Support Provider

Shall mean any person who has entered into any guarantee, hypothecation, agreement, Margin or Security agreement in our favour, in respect a client's obligations under this Agreement.

(23) Company

Shall mean Mega Fusion Group (Pty) Ltd, a financial service provider regulated by the Financial Sector Conduct Authority, South Africa (FSCA) of South Africa (registered address: 29 First Avenue East, Parktown North, Johannesburg, Gauteng, South Africa 2193), along with its successors, assignees, subsidiaries, and affiliated entities. In these terms, 'we' may also refer to the online trading platform operated by us.



(24) Deposit(s)

Shall mean the funds deposited and/or transferred by clients into their Account(s) with us.

(25) Durable Medium

Shall mean any instrument which enables clients to store information in a way accessible for future reference for a period of time adequate for purposes of the information including but not limited to emails, PDF files, client exclusive online storage space and papers and which complies to applicable laws and required by regulations.

(26) Effective Date

Shall hold the same in this Agreement 3.2.

(27) Electronic Messaging

Shall mean communications conducted electronically, including but not limited to communications with clients through the messaging system within the Online Trading Facility or our official email.

(28) Electronic Services

Shall mean the various online services provided by us, including web trading platforms, mobile applications (Apps), WAP services, or other electronic trading systems that allow customers to access market information and perform transactions using trading software online.

(29) Electronic Trading Platform(s)

Shall mean company's software applications or online interfaces through which clients can engage in transactions with the company and execute trades in financial instruments in accordance with these terms. This includes the use of MetaQuotes Ltd.'s MT4/MT5 platforms and/or the multi-product platform, as well as any other platforms regularly integrated by the company.

(30) Equity

Shall mean the total capital value of the account, calculated by determining the total value of all open trades or contracts in the account, adjusted for all " Floating Profit/Loss," " rollover rates," or "swaps," and adding the adjusted value to the account balance, resulting in the account's net equity.



(31) Event of Default

Shall have the meaning given to this term in clause 78 hereinafter.

(32) Exchange or Stock Exchange

Shall mean any securities exchange, trading venue, clearinghouse, self-regulatory organization, alternative trading system, over-the-counter market trading facility, or multilateral trading facility, as the context may require.

(33) Floating Profit/Loss

When used in this Agreement, unless the context otherwise requires, shall mean the unrealized profit (loss) of open positions relating to Transactions and/or Contracts in supported securities, generated through an Account at current prices of the underlying securities (currencies, contracts or stocks, equity indexes, precious metals or any other commodities) available for trading.

(34) Fraud Traffic

Shall mean Deposits or traffic generated towards our Online Trading Facility through illegal means or in bad faith to defraud the system, regardless of whether or not it actually causes us any harm; Fraud Traffic shall include, but shall not be limited to, spam, false deposits and withdrawals generated on stolen credit cards, collusion activities, manipulation of the trading system, rewards or promotions (including, without limitation, sniping, manipulation, copy trading or scalping hereinafter, collectively, referred to as "arbitrage", 'cash back arbitrage', 'interest arbitrage and/or 'churning'), offers to share commission(s) or bonuses directly or indirectly with traders, and any other unauthorized use of any third party accounts, copyrights or trademarks.

(35) Free Margin

Shall mean the funds not used as guarantee to open positions relating to Transactions and/or Contracts entered into through an Account; it is calculated by taking the Equity in the Account and subtracting the Margin required to open positions relating to Transactions and/or Contracts entered into through the Account.

(36) Instructions to Deal

Shall mean an instruction by you for us to Buy or Sell any Instrument on your behalf including, for the avoidance of doubt, an Order on Shares.



(37) Intellectual Property Rights

Shall mean all intellectual property rights such as; patents, trademarks, service marks, word marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, marketing materials and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with and/or under and/or pursuant to Applicable Laws, Rules and Regulations.

(38) Introducing Broker

Shall mean individuals or institutions who refer or introduce clients to our platform in exchange for compensation. Introducing brokers may provide market information and trading support services to the clients they refer.

(39) Listed Company

When used in this Agreement, unless the context otherwise requires, shall mean a company whose securities are listed on a recognized Stock Exchange / regulated market.

(40) Margin

Shall mean the necessary guarantee funds to open positions relating to Transactions and/or Contracts entered into through an Account, as determined in and/or required under the Agreement.

(41) Margin Call

Shall mean a mandatory request issued by us to increase the Margin deposited in a client's Account in order to secure the open positions relating to Transactions and/or Contracts entered into through an Account; when the Margin posted in an Account is below the minimum Margin requirement, we may, but shall have no obligation whatsoever, issue a Margin Call and in this case the client will have to either increase the Margin that he/she has deposited in his/her Account, or to close out his/her position(s); if the client does not do any of the aforementioned and the Account reaches the defined Stop-out Level, we shall be entitled to close all open positions relating to the Transactions and/or Contracts entered into through the Account; We will, unless otherwise stated, apply initial, maintenance or close out Margin call at the prevailing Margin Call or Stop-out levels, as stated from time to time on our Online Trading Facility;



(42) Margin Call Level

Shall mean the Margin Level required to maintain your open positions, which is currently set at 100% of the Margin required to maintain your open positions; accordingly, if the equity in your Account drops to the Margin Level required to maintain your open positions, you will receive a Margin Call; this is a warning message that the equity in your Account is not enough to support your open position.

(43) Margin Level

Shall mean an index calculated as follows: Equity/Margin.

(44) Margin Trade

Shall mean trading positions opened and maintained through Margin (i.e., partial funds), rather than paying the full contract amount. This means that investors can control a larger trading size with less capital, thereby magnifying potential profits or risks.

(45) Market

Shall mean any trading environment in which market participants can buy and sell financial instruments or assets, and are subject to established trading rules, operating during specified trading hours. This includes, but is not limited to, all regulated markets and multilateral trading facilities.

(46) Market Rate

Shall mean, at any given time, the rate conclusively determined (in the absence of manifest error) by a Party to be the market rate available to that Party in the Market at such time for the purchase of a specified Security, with a second specified Security for delivery on a specified date.

(47) Mega Website or Mega Trading Platform ('Mega Website(s)' or 'the Mega Website(s)' or 'Website(s)')

Shall mean the official website owned and operated by us, including but not limited to <https://www.mega-fusion.com>, through which clients can register, manage accounts, and access trading-related information.

(48) Netting Transaction

Shall mean a transaction which is intended to be subject to the clauses entitled "Netting" hereinafter, and for such purposes is identified as a "Netting Transaction" herein or by its own terms.



#### (49) Online Trading Facility

Shall mean, collectively or individually, as the context requires, all website(s), Electronic Trading Platform(s), software and services provided by us under and pursuant to the Terms of this Agreement.

#### (50) Order

Shall mean to a trade order issued by the client for a specific trading instrument contract, which may include predefined conditions.

Basic types of Order include the following:

- (a) Market Execution Order: This type of order will be executed immediately at the price provided through our online trading platform, and may include the following conditions:
- Stop Loss: Closes a previously opened position when the price reaches the set stop loss level, limiting potential losses.
  - Take Profit: Closes a previously opened position when the price reaches the set profit level, locking in profits.
- (b) Pending Order: This type of order will be executed at a future time at the set price. We will monitor the pending order and execute it when our price matches the order price. The types of pending orders available on the online trading platform are as follows:
- Buy Limit: Triggered when the market price is below the specified price, buying the security at the specified price or lower.
  - Sell Limit: Triggered when the market price is above the specified price, selling the security at the specified price or higher.
  - Buy Stop: Triggered when the market price is above the specified price, buying the security at the specified price or higher.
  - Sell Stop: Triggered when the market price is below the specified price, selling the security at the specified price or lower.



(51) Order Execution Policy

Shall mean the current order execution policy applicable on our online trading platform, which governs the manner in which we execute client orders; this policy forms part of our 'Order Execution Policy,' is legally binding, and is incorporated into this Agreement by reference, applying to all transactions between us and the client, provided it does not conflict with the law or impose any additional obligations.

(52) Over-the-Counter ( OTC)

Shall mean 'Over-the-Counter' trading (not on a regulated "exchange", or "off-exchange"); any Transaction and/or Contract concerning a commodity, security, currency or other Security or property, including any option, future, or CFD, which is NOT traded on a regulated stock or commodity exchange, but is traded "over-the-counter".

(53) Partner

Shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity, but in his/its own name; When used in this Agreement, it also refers to an individual authorized by the client (including but not limited to those holding a limited or general power of attorney), who may send and provide instructions on behalf of the client, but does not represent the company and is not authorized to make commitments or sign any documents in the name of the company.

(54) Party

Shall mean us and/or our Client(s), as the case may be, as it appears from the context in which this term is used in this Agreement; we and our Client(s) may, collectively, be referred to in this Agreement as the "Parties".

(55) Personal Data

Shall mean information including but not limited to:

- (a) Data that can identify an individual; or
- (b) Data of a natural person that can be directly or indirectly identified, including but not limited to any data related to our clients, employees, directors, shareholders, trustees, suppliers, or customers, and governed by the Data Protection Act 1998, or applicable regulations effective from the date of enforcement of the EU General Data Protection Regulation (GDPR) 679/2016 in 2016, and subject to amendments or changes as necessary.



(56) Pip/s

Shall mean smallest unit of price movement in a quote, typically the fourth decimal place, depending on the traded product. The term 'Spread (Pip/s)' may be used interchangeably with 'Point(s)' or 'Tick(s),' while 'Fractional Pip' provides a more precise representation of price movement.

(57) Pricing Data

Shall mean the market price information provided through our Online Trading Facility. These data are sourced from the pricing engine and may be updated in real-time or with a certain delay and are applicable to all supported trading instruments traded on the platform.

(58) Privacy Policy/ies

Shall mean the "Privacy Policy" published on our website(s).

(59) Prohibited Software

Shall mean any software that attempts to exploit market mechanism loopholes, affect the fairness of trading, or gain an unfair advantage, including but not limited to tools that exploit price quote delays, execute abnormally high-frequency trades, manipulate market prices, or bypass risk management mechanisms. Such software may use automated or algorithmic methods to send large volumes of orders in a very short time, simultaneously conduct hedging transactions, or use technical means to influence market liquidity and trading outcomes. We reserve the right to monitor and assess trading behavior, and we have the authority to take appropriate actions against accounts using such software, including but not limited to canceling transactions, adjusting orders, or restricting account privileges.

(60) Rollover Fee/Swap Fee

Shall mean the interest charges incurred for holding a position overnight, based on the overnight interest rate differential of the traded instrument and the direction of the position (long/short), and will be automatically credited or debited from the client's account. Please note that rollover fees/swap rates may change at our sole discretion.

Weekend Rollover Fee

- (a) Forex and Precious Metals → 3 times the swap fee is charged on Wednesday (to account for weekend interest due to the T+2 settlement rule);



(b) CFDs (Stock Indices, Energy, Cryptocurrencies, Stocks) → 3 times the swap fee is charged on Friday (to directly cover weekend interest).

(61) Services

Shall mean the services to be provided by us to our client(s) construed by these Terms and Conditions; the term "Services" shall be inclusive of any dealing, order routing, advisory or other services, which we provide from time to time to our clients by remote access to our Online Trading Facility via the Internet and which are subject to these Terms and Conditions.

(62) Spreads and Conditions Schedule

When used in this Agreement, unless the context otherwise requires, shall mean the schedule of spreads, Margin, interest, and other rates which at any time may be applicable to our Services, as determined by us on a current basis; the Spreads and Conditions Schedule is available on our Online Trading Facility and may be supplied to our clients on demand.

(63) Stop-out Level

Shall mean the level of equity in an Account where our Online Trading Facility will start automatically to close trading positions (starting from the least profitable position and until the Margin Level requirement is met) in order to prevent further account losses into the negative territory; for all trading accounts the Stop-out Level is equal to 50% of the Margin Level required to maintain open positions; The Stop-out Level may vary depending on the account type or market conditions. The specific applicable level will be based on our most current regulations.

(64) Supported Financial Instruments

Shall mean the Financial Instruments for which we provides quotations via the Online Trading Facility, i.e., contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument, currency, index or any combination as well as and/or any other derivative financial instrument on which we both agree, in this Agreement, or otherwise "in the terms agreed upon by mutual consent of the Parties"; we reserve the right to modify the Supported Financial Instruments quoted through our Online Trading Facility at any time without prior notice, without being obliged to provide you with any explanation or justification.



(65) System Disruption

Shall mean any of the following situations that severely affect or limit the trading ability of us or our clients:

- (a) We reasonably believe that a system interruption has affected or limited the execution of transactions, including but not limited to price quotations, order execution, quotation requests, or quotation responses;
- (b) Order management or market hedging functions are unable to operate normally due to technical issues, liquidity problems, or abnormal market fluctuations, affecting the execution of transactions and risk management.

(66) Trade Confirmation & Settlement Confirmation

Shall mean the formal notification issued by us to the client after the execution or settlement of a transaction, which includes transaction details (such as the execution price, trade time, trade volume, etc.) or settlement information (such as fund changes or position adjustments). This confirmation serves only as a notification that the transaction has been completed and does not affect the final outcome of the transaction execution.

(67) Transaction

Shall mean any transaction when used in this Agreement, including but not limited to:

- (a) Transactions conducted in supported financial instruments such as Contracts for Difference (CFDs), spot or forward contracts involving commodities, precious metals, currencies, indices, or other tradable assets;
- (b) Transactions facilitated and executed by us covering the aforementioned financial instruments;
- (c) Any other transactions mutually agreed upon by both parties under this Agreement or other joint agreements;
- (d) The full or partial execution of transaction instructions.

(68) Underlying Market

Shall mean an exchange, market, trading center, or other similar institution, within which a particular trading instrument is traded or serves as the underlying asset of the market.



## Chapter 2: Access and Use of Our Online Trading Facility

### 9. Limited License to Access and Use Our Online Trading Facility

9.1 Subject to the Terms and Conditions set forth herein, we hereby grant you a non-exclusive, revocable, non-transferable, limited and personal license to access and use our Online Trading Facility (the "License") in accordance with these Terms. This license is conditioned on your continued compliance with the Terms and Conditions set forth in this Agreement. These Terms supplement and form part of the Account Opening Application Form(s). If there is a conflict between these Terms and the terms of the Account Opening Application Form(s), these Terms will prevail regarding our Online Trading Facility.

9.2 We may be required by a Third Party Service Provider to require you to comply with additional restrictions on your access and/or usage of our Online Trading Facility. You agree that you will comply with any additional restrictions on your access and/or usages that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such Third Party Service Providers. You acknowledge that failure to comply with such additional restrictions may result in your access to and/or usage of all or part of our Online Trading Facility being restricted, suspended or terminated.

9.3 Our Online Trading Facility is intended for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand and in writing. You agree to use the information received from our Online Trading Facility for the sole purpose of entering into and executing Transactions and/or Contracts through our Online Trading Platform. You will notify us immediately in writing if you are accessing and/or using our Online Trading Facility for purposes other than your personal, non-commercial use only and you acknowledge that as a result of doing so we may restrict, suspend and/or terminate your access to all or part of our Online Trading Facility, at our sole discretion, without being obliged to provide you with any explanation or justification.

9.4 For the avoidance of doubt, you shall, at all times, be responsible for, and shall be bound by, any unauthorized access and/or use of our Online Trading Facility, made in breach of this Agreement.



9.5 It is your obligation to safeguard your account number, username, and password ("Access Codes") and for keeping them strictly confidential. You acknowledge and agree that any instructions or communications issued through our Online Trading Facility or your account are at your sole risk. You hereby expressly authorize us to rely on and execute any instructions or messages that we believe have been provided by you or your authorized representatives (whether or not actually provided by you). You acknowledge and agree that you shall not disclose your account number or access codes (username and/or password) to any unauthorized person.

9.6 As all servers are publicly accessible and can be accessed by numerous users, you shall not use our online trading platform in any manner to carry out cyberattacks, interfere with, or harm the operation of any user's or third party's platform. Furthermore, you shall not transmit any unlawful, abusive, offensive, insulting, threatening, or harassing content to our online trading platform via electronic messages or other communication methods.

9.7 Upon completing registration on our Online Trading Facility, you may automatically receive a trading account; however, the full functionality and trading permissions of this account are contingent upon your submission of the required identification documents and successful completion of our verification process. Until the verification is completed, your account may be subject to limitations, including but not limited to: access permissions, trading capabilities, fund withdrawals, or other services related to the platform. We reserve the right to adjust, limit, suspend, or terminate your access based on the results of the identification and document verification process. Furthermore, if we believe that the information you provided is inaccurate, incomplete, or misleading, or if we reasonably believe that your access could pose legal or business risks to us or other clients, we may immediately limit or terminate your access without prior notice.

9.8 Upon such violation, you agree to cease, with immediate effect, accessing and/or using our Online Trading Facility. You agree that, under these circumstances, we shall be entitled, at our sole discretion and with or without prior notice and without prejudice to any other remedies we may have under this Agreement, to terminate your access to our Online Trading Facility, close any and all of your open positions and/or remove and discard any related information or content within our Online Trading Facility.



## 10. Copyright, Licenses and Trademarks

10.1 The entire content of our online trading execution platform, including but not limited to all copyrights, trademarks, patents, trade secrets, and other intellectual property rights such as software code, logos, icons, color schemes, and graphics, is protected by international copyright and trademark laws. Except for third-party content, all materials are original to us or third-party licensors and are protected by our exclusive rights to authorize, copy, display, create derivative works, or distribute.

Additionally, our online trading execution platform may contain third-party content provided by individuals or entities not affiliated with us, clearly marked with the source, and with the appropriate permissions from the respective owners. This third-party content may be presented through framed areas, hyperlinks to third-party websites, or directly published on our online trading execution platform, and is protected by applicable intellectual property laws and international treaties, with rights belonging to its providers or appropriately licensed.

10.2 You may not, without our prior written permission, use, alter, copy, reproduce, republish, post, transmit, distribute or commercially exploit, in any manner whatsoever, any materials, including text, graphics, video, audio, software code, user interface design or logos, from our Online Trading Facility, except that you may print and download portions of material from the different areas of Online Trading Facility solely for your own, non-commercial, use provided that you agree not to change or delete any copyright or proprietary notices from such materials. All referenced third party logo's trademarks and products on the site are the property of the respective (site) owner(s) and must not be used or distributed without permission of the owner(s). Any violation of these provisions will null and void the License granted hereunder.

10.3 You agree not to "deep-link" to our Online Trading Facility, resell or permit access to our Online Trading Facility to others, and not to copy any materials appearing on our Online Trading Facility for resale or for any other purpose to others, without our express, prior and written consent. In those instances where we may permit you to link from another website to our Online Trading Facility, your website, as well as the link itself, may not, without our express prior and written permission, suggest that we endorse, sponsor or are affiliated with any third-party website, entity, service or product, and you may NOT make use of any of our logo's, trademarks or service marks other than those contained within the text of the link.



## 11. Investment Decisions and Responsibilities

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

11.2 You should independently determine whether any investment, investment strategy, or related transaction is appropriate for you, based on your personal investment objectives, financial situation, and risk tolerance.

## 12. Accuracy of Information and Disclaimer of Liability

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

12.2 While we have taken reasonable measures to ensure the accuracy of the information on our Online Trading Facility, we do not, however, guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access our Online Trading Facility, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our Online Trading Facility.

12.3 All content on our Online Trading Facility is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

12.4 Some content may be provided by individuals or entities that are not affiliated with us ('Third-Party Content'), and the source will be clearly indicated, with the necessary permissions obtained from the respective owners. Such Third-Party Content may be displayed via framed areas, hyperlinks to third-party websites, or directly published on our online trading execution platform and is protected by applicable intellectual property laws and international treaties, owned or licensed by the provider.

Neither we nor any third-party content providers guarantee the accuracy, timeliness, completeness, or suitability of such content, nor are we responsible for any advertisements, products, or other materials from third-party websites. Third-Party Content is provided for informational purposes only, and neither we nor the third-party content providers assume any responsibility for it. The risk of using such content is borne solely by you.



All third-party content provided via our online trading execution platform is provided 'AS-IS.' Third-party content providers expressly disclaim any warranties, either express or implied, including but not limited to warranties of merchantability, suitability for a particular purpose, or non-infringement. Third-party content providers and their affiliates are not liable for any direct, indirect, incidental, special, or consequential damages arising from the use or inability to use such content, including but not limited to loss of profits, data loss, or other intangible damages, even if the party has been advised of the possibility of such damages.

### **13. Analytical Tools and Market Data**

13.1 At certain times, we may provide various analytical tools (such as market data, exchange rates, news, headlines and graphs), links to other websites, circulate newsletter and/or provide you with third parties' information on our Online Trading Facility, for your convenience only. By doing so, we are not endorsing, giving any representation, warranting, guaranteeing or sponsoring the accuracy, correctness, timeliness, completeness, suitability of such information for you and/or as to the effect or consequences of such information on you. Such information and tools are provided solely to assist you to make your own investment decisions and does not amount to investment advice or unsolicited financial promotions to you.

13.2 You understand that we are not obligated to continue to provide the above-mentioned tools and information and we may remove such informational tools from our Online Trading Facility at any time. Furthermore, we are not obligated to update the information displayed on our Online Trading Facility at any time and we will not be liable for the termination, interruption, delay or inaccuracy of any such information. The financial information we post on our Online Trading Facility may be provided by third parties for the benefit of our clients and as such you undertake not to enable deep linking or any other form of redistribution or reuse of the information, to any non-authorized users. As such, we urge you to read and fully understand the terms and conditions and other policies of such websites, newsletters and information before using them.

13.3 Any information or material placed on our websites by third parties ("Third Party Content") reflects solely and exclusively the views, and are the responsibility of, those who post such information or material, and do not represent our views and/or those of our Associates. Such information is not to be considered as constituting a track record. Past performance is no guarantee of future results and we specifically advise clients and prospects to carefully review all claims and representations made by other traders, advisors, bloggers, money managers and system providers before making an investment decision on the basis of any of the foregoing.



Under no circumstances shall we or our affiliates be liable for any damages or losses arising from the use, continued use, or reliance on any tools, websites, subscription communications, or information provided on this online trading execution platform, whether direct or indirect. In particular, with regard to market data, exchange rates, news, headlines, charts, or any other information provided by us or any third-party service providers to you:

We are not responsible if any such data or information is inaccurate or incomplete;

- (a) You are solely responsible (and we are not liable) for any actions taken or not taken based on such data or information;
- (b) You shall not use such data or information for improper or unlawful purposes;
- (c) You acknowledge that any such data or information is our property or, as applicable, the property of our third-party service providers, and you will not forward or disclose such data or information to any third party unless required by law;
- (d) You shall use such data or information only in accordance with all applicable laws, rules, and regulations.

13.4 Neither we, nor our officers, principals, employees, Representatives or Agents shall be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in, omissions of or alterations to any such tools, websites, newsletters and/or information. The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability otherwise.



## 14. Access, Usage Restrictions, and Transaction Adjustments

14.1 You shall be solely responsible for providing and maintaining the means by which to access and use our Online Trading Facility, which may include, but shall not be limited to, a personal computer, modem and mobile phone or other access line and bear all associated access and service fees. Furthermore, you assume all risks associated with accessing our online trading execution platform through your devices, and you are responsible for ensuring appropriate security measures to protect against computer viruses, malware, or other harmful code that may damage or compromise your devices, data, or information.

14.2 We shall not be liable for any loss, delay, or other damages arising from telecommunication or computer equipment failures, network interruptions, data errors, technical issues, or mismanagement. While the internet and global networks are generally reliable, technical problems or other conditions may still cause delays or prevent you from accessing and/or using our online trading execution platform.

14.3 We reserve the right to suspend the operation of our Online Trading Facility, or any part(s) or sections thereof, at any time. In such an event, we may, at our sole discretion (with or without notice), close out your open positions, Transactions and/or Contracts at prices we consider fair and reasonable at such a time, and no claims may be entertained against us in connection thereto.

14.4 We may, at our sole discretion, impose volume or other limits on any all Accounts.

14.5 Contract pay-outs shall be determined by us on the daily data reported on our online trading execution platform and reference the interbank transaction data we receive. However, in the event of erroneous pricing or typographical errors in the data, we reserve the right to correct the relevant data.

14.6 You will not transmit to, or in any way, whether directly or indirectly, expose us or any of our online service providers to any infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties and/or other similar harmful or inappropriate materials, devices, information or data.

14.7 You agree to be fully and personally liable for the due settlement of every Transaction and/or Contract entered into through your Account with us. You are responsible for ensuring that, unless we otherwise agree beforehand and in writing, you, and only you, shall control access to your Account, and that no Minor or other person is granted access to trading on our Online Trading Facility using your Account. In any event, you, and only you, shall remain fully liable for any and all positions traded in your Account, and for any credit card transactions entered into for your Account. You agree to indemnify us fully in respect to all costs and losses whatsoever, as may be incurred by us and/or by you as a result, direct or indirect, of your failure to perform or settle such a transaction.



14.8 If the execution price of a transaction or contract deviates from the market price, or if the transaction price is extremely low or high due to a technical error (“erroneous pricing”), it may be caused by undetected programming bugs, system defects, or other technical issues. We reserve the right to cancel such transactions or contracts. Erroneous pricing may also result from abnormal prices from third-party data providers, input errors by traders, misquotations by liquidity providers, or failures of any third-party systems. In such cases, we are not liable for any losses arising from erroneous pricing and reserve the right to make necessary adjustments or corrections to the account. All trading disputes will be resolved at our sole discretion, and we reserve the final decision-making authority.

## 15. Technical Issues and Disclaimer of Liability

While we will make every effort to maintain the stability of the system, you acknowledge that technical issues may lead to irregular transactions or execution delays, and neither we, our agents, nor any third-party service providers shall be liable for any loss or impact caused by technical issues, system failures, or other uncontrollable factors. You agree not to make claims or hold us or the related parties liable. These issues may affect your access to or use of our online trading execution platform and may be beyond our control. Furthermore, we do not represent, warrant, or guarantee the following, including but not limited to:

### (a) System Errors

You understand and agree that our online trading software may be affected by transmission errors, technical failures, unauthorized interference with the equipment, network connectivity issues, third-party access restrictions, internet disruptions, or deficiencies by internet service providers, and may even be unavailable. Therefore, we reserve the right to suspend access to the online trading software without prior notice, and we shall not be liable for any resulting damages.

### (b) Transaction Delays and Order Execution

Neither we nor any third-party service providers shall be responsible for any delays, inaccuracies, or errors in transactions caused by technical issues, network congestion, or market volatility, nor do we guarantee that orders will be executed accurately or under the conditions you expect.

### (c) Malicious Software Risks

We are not responsible if any computer virus, worm, software bomb, or similar malicious software enters your computer system via our online trading software, whether or not such issues are caused by our breach or negligence (including oversight). However, we have taken reasonable measures to prevent such occurrences.



(d) Security Responsibility for Customer Equipment

You warrant that you will not introduce any computer viruses, worms, logic bombs, or similar malicious programs into our online trading software. If such malicious software originates from your computer system, you shall indemnify us for any loss caused and take reasonable measures to ensure the security of your equipment, including regularly updating antivirus software and promptly reporting any abnormal conditions.

(e) Third-Party Service Impact

Our system may rely on liquidity providers, data suppliers, or other third-party technologies. If such third-party systems fail or malfunction, causing inaccurate pricing or affecting transaction execution, we shall not be held liable.

(f) Availability Limitations

We do not represent, warrant or guarantee that you will be able to access and/or use our Online Trading Facility at all times or locations of your choosing, or that we will have adequate capacity for our Online Trading Facility as a whole or in any geographic location.

## 16. Manifest Errors

16.1 A “Manifest Error” means a manifest or obvious misquote by us, or any market, exchange, price providing bank, information source, commentator or official on whom we reasonably rely, having regard to the market conditions at the time an Order is placed. We may determine, based on all available information, including but not limited to market conditions, erroneous information sources, or ambiguities in announcements, whether a situation constitutes an obvious error, without the need for further notice.

16.2 We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you may have suffered or may suffer any loss of profit, consequential or indirect loss) shall not be taken into account by us in determining whether there has been a Manifest Error. We reserve the right, without prior notice, to:

- (a) Amend the details of such a Transaction to reflect what we reasonably consider in our discretion, acting in good faith, to have been the correct or fair terms of such Transaction if the Manifest Error(s) had not occurred;



- (b) If you do not promptly agree to any amendment made which we propose under this clause (which we will notify you of via the Trading Platform) we may void any Transaction resulting from or deriving from a Manifest Error, such that the result is the same as if it had never been made; and/or
- (c) Not take any action at all.

16.3 We may take any reasonable steps for any trades executed at prices resulting from Manifest Errors (as defined herein), such as computer errors, misquotes or omissions, or at prices that are clearly at odds with the fair market prices. Acting reasonably and in good faith, we may take the following actions to trades based on a Manifest Error:

- (a) Void the trade;
- (b) Close the trade at the current market prices; or
- (c) Amend opening and/or closing price of the trade, as if it would have been executed in the absence of the Manifest Error.

16.4 We will not be liable to you for any loss, cost, claim, demand or expense that you suffer (including loss of profits or any indirect or consequential losses) resulting from a Manifest Error, including where the Manifest Error is made by any information source, commentator or official upon whom we reasonably rely, or from systematic or data errors, except to the extent that it is caused by our own fraud, willful default or gross negligence.

16.5 If a Manifest Error has occurred and we choose to exercise any of our rights under clause 16.3, and if you have received any monies from us in connection with the Manifest Error, those monies are due and payable to us with immediate effect, and you must return an equal sum to us without delay.

16.6 We reserve the right to refuse any trades placed by you that we judge to be clearly outside the prevailing market price such that they may be deemed non-market price transactions, whether due to Manifest Error or stale, incorrect or broken price feeds.

## **17. Infections, Contaminations or Other Destructive Content**

You understand that we cannot and do not guarantee or warrant that files and/or Software available for downloading through our Online Trading Facility will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to our Online Trading Facility for the reconstruction of any lost data.



## 18. Hyperlinks to Other Sites Controlled or Offered by Third Parties

18.1 We may provide links to other third party websites that are controlled or offered by third parties. Such links to another third party website or websites is NOT an endorsement, authorization, sponsorship or affiliation with respect to such third party website, its owners or its providers.

18.2 We caution you to fully understand the associated risks before accessing and/or using such third-party websites, and to exercise caution in evaluating any content on the internet before retrieving, using, relying on, or purchasing it.

18.3 We make NO representations whatsoever about any other third party website, which you may access through our Online Trading Facility or which may link to our Online Trading Facility. When you access any other third party website, please understand that it is independent from our Online Trading Facility and that we have no control over the content on such third party website(s). In addition, a link from a third party website to our Online Trading Facility does not mean that we endorse or accept any responsibility for the content, or the use, of such third party website.

18.4 Links from our Online Trading Facility to any other third party websites are provided solely for your convenience, and you agree that you will under no circumstances hold us liable for any damages or losses caused by use of or reliance on any content, goods or services available on other third party websites.

## 19. Software

19.1 Our Online Trading Facility may contain software that is provided for downloading (hereinafter referred to as "Software"). You acknowledge and agree that we make no warranty whatsoever that any Software downloaded onto your computer equipment from or through our Online Trading Facility or elsewhere will be compatible with, or operate without interruption on, your computer equipment, nor do we warrant that any such Software is or will be uninterrupted, error free or available at all times. Our Online Trading Facility is not associated with the Software it may provide for download and we cannot be held liable for issues or faults that arise from the download or use of any such Software.

19.2 You further understand and agree that downloading or using any software may pose risks of incompatibility with your device, including but not limited to failures of hardware, software, communication systems, or other device damages. We shall not be liable for such risks, and in the event that a third party makes a claim against us as a result, you shall be responsible for indemnifying and holding us harmless from any losses, costs, or legal expenses.



19.3 Each Software application downloaded from or through our Online Trading Facility includes a specific personal license to use such Software in accordance with the Terms and Conditions set forth herein. Any Software downloaded from or through our Online Trading Facility is subject to the Terms of the specific software license accompanying such download, in addition to these Terms and Conditions.

19.4 Any Software downloaded from or through our Online Trading Facility is intended only for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand and in writing. You shall not use the software for commercial purposes. Unauthorized use will result in the immediate termination of your software license and may lead to further legal actions, including but not limited to:

- (a) Executing trades or contracts through the Trading Execution Software;
- (b) Reselling, distributing, transferring, or modifying the software;
- (c) Allowing any third party to access the software;
- (d) Using the software in any way for other portfolio management activities.

19.5 For the avoidance of doubt, you are responsible for any software download and usage, and such actions shall be subject to the terms and conditions of this Agreement and the software license agreement. If you obtain any data, information, or software beyond the scope of your legal rights under these terms, you must immediately notify us and refrain from using such data, information, or software in any manner.

19.6 We reserve all rights to modify the terms and conditions of access and use, and/or to discontinue all or part of our services for all Software and/or products and/or files downloaded from or through our Online Trading Facility, at any time, at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

## 20. Forward Looking Earnings Statements

20.1 Every effort has been made to accurately represent our services and their potential on our online trading facility. Although the 'forex' industry is one of the few that has great potential in terms of earnings, there is no guarantee that you will earn any money or income at all using the techniques and ideas in or through the materials or products provided on or through our online trading facility. Do not interpret examples in these materials as a promise or guarantee of earnings. Such earning potential is at all times entirely dependent on the person using any of our services, products, ideas, and techniques. Our services are not to be construed as a "get rich scheme."



20.2 Any claims made can be verified upon request. This is in respect of actual earnings or examples of actual results. Your level of success in attaining the results that may be claimed in our materials depends on many factors, including, but not limited to, the time you devote to the services, programs, ideas, and techniques mentioned, as well as your financial situation, knowledge and experience, and various skills. All these differ according to individuals, and so we cannot, nor do we, guarantee your success or income level. We are not responsible for any of your actions.

20.3 It is possible that some of the materials or products provided on or through our online trading facility may contain information that includes, or is based upon, forward-looking earnings statements. Such forward-looking earnings statements give our expectations or forecasts of future events. These statements can be identified by the fact that they do not relate directly or strictly to either historical or current facts. Such statements may use words such as “anticipate,” “believe,” “estimate,” “expect,” and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. They are solely intended to express our opinion of earnings potential and should not be interpreted as guarantees of future earnings or financial performance. We strongly recommend that you carefully analyze and not rely solely on our online trading facility, sales materials, or any other potential representations of earnings before making any financial decisions. We do not provide any guarantees regarding your financial outcomes or any similar commitments, and we are not responsible for any trading results.



## Chapter 3: Services

In consideration of us agreeing to carry one or more Accounts for you and providing Services to you in connection with the purchase and sale of Supported Securities, which may be purchased or sold by or through our Online Trading Facility, or otherwise, for your Account, you hereby agree as follows:

### 21. Scope of Services

These Terms and Conditions cover the entire scope of Services provided by us including, but not limited to, the access and use of our Online Trading Facility, data collection and storage practices, downloadable material from our Online Trading Facility, financial information published on our Online Trading Facility (either by us or by any affiliated party), electronic content, real time information inter alia, about the exchange rate of some currencies, tools for executing transactions in the foreign exchange market through the internet, by phone and any other features, content or services that we may add in the future. These Terms and Conditions cover any form of communication between us and you including Electronic Messaging, e-mail, telephone, and more.

### 22. Registration

22.1 We are obligated by law to verify and confirm the identity of every individual who registers and opens an account on our system. Therefore, at any time after your registration, we may request you to provide personal identifiable information. If you fail to provide such information or we deem such information to be false, inaccurate, incomplete, or incorrect, we reserve the right to restrict or block access to our online trading platform or to terminate/close your account. Furthermore, by providing such information and registering as our customer, you confirm that all information you provide is true, accurate, up-to-date, and complete. You agree not to impersonate any person or entity, mislead or falsify affiliations with any other person, entity, or organization, use false titles, or otherwise conceal your identity for any purpose or reason.

22.2 If you are registering as or for a business entity, you hereby declare that you have the authority to bind that entity to these Terms and Conditions. We apply strict security procedures and undertake to treat the information that you provide us with care in accordance with the privacy policy published on our Website(s) (our "Privacy Polic(y)ies").



22.3 Please note that when you register, you will choose a username and password to identify your identity each time you log into our system (referred to as "Access Codes"). Your Access Codes (username and password) must always be kept strictly confidential. You are solely responsible for securing this information and for all actions carried out using your account information. You agree to:

- (a) Immediately take appropriate measures to protect your account security, including but not limited to changing your password, if you discover that your Access Codes have been used without authorization or if any other security breach occurs;
- (b) Log out of your account in an appropriate manner after each use.

## 23. Eligibility

23.1 As previously indicated, it is a pre-condition that our Services are only used and contracts are only formed by those who are permitted to enter legally binding agreements. Therefore, if there is any reason why you would not be able to enter a legally binding agreement with us, for whatever reason – do not use our services. Such reasons could include but are not limited to persons that have not yet reached the age of 18 or are defined as Minors that have not yet reached legal age.

23.2 Due to our internal policies, we only permit people with sufficient experience, knowledge and understanding in financial investments, who possess the personal ability of identifying good investments and distinguishing bad investments, and who fully understand the risks associated with financial investments, independently from any information that they may have read on our Online Trading Facility, to use our Services. If you do not possess such knowledge independently, do not use our online trading facility.

23.3 In accordance with the International Financial Services Practitioners (Code of Conduct) Regulations 2001, the Company takes all reasonable steps to ensure it does not offer securities business services to a Client, unless these services are suitable for the Client having regard to the facts disclosed by that Client and other relevant facts about the Client of which the Company is or ought to reasonably be aware. The Company shall not recommend a security to a Client unless the Company has adequate information in its possession to enable it to form a basis for the recommendation.

23.4 The information collected by the Company will be used solely for the above-mentioned assessment purposes and not for any other use.

23.5 Notwithstanding any of the above, the above mentioned eligibility restrictions shall only apply in cases where our Services involve the use of real money. The above restrictions shall NOT apply to use of any practice application not associated with real money transactions (such as, "Demo Accounts").



## 24. Identification

24.1 We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an Account with us; therefore, as part of our obligations to comply with applicable “Anti-Money Laundering (“AML”) Legislation”, you will be prompted to provide us with the following information when you register with us:

- (a) Name;
- (b) Address/ residency;
- (c) Date of birth;
- (d) Nationality;
- (e) Contact information;
- (f) Payment instructions; and any other personally identifiable information that we may ask for from time to time, such as a copy of your Passport and/or other identifying documents.

24.2 Upon the death of an Account owner and if the legal heirs of such account owner would like to withdraw the remaining balance in the Account, to the extent there is any, such legal heirs should email us official legal documents from the applicable governmental authorities in the jurisdiction of the deceased (at [support@mega-fusion.com](mailto:support@mega-fusion.com)) to our satisfaction, and we, in our sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal(s).

## 25. Personal Information – Accurate and Complete Data

25.1 The identification must comply with the identification requirements (Clause 24.1).

25.2 In that connection, you hereby represent, warrant, covenant and agree that:

- (a) You are at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you;
- (b) You are not politically exposed person, as defined in the Money Laundering and Terrorism (Prevention) Act 2008, and you do not have any close family ties or personal or business connections to the aforementioned persons;
- (c) You are of sound mind and you are capable of taking responsibility for your own actions;



- (d) All the details that you have submitted to us or any details given to us when opening an account and making a deposit are true, accurate, complete and match the name on the credit card and/or payment accounts in which you intend to deposit or receive funds from your account;
- (e) You have verified and determined that your use of our Online Trading Facility does not violate any laws or regulations of any jurisdiction that applies to you.

25.3 If any of the above statements is untrue or inaccurate with respect to you, please inform our Customer Support team immediately and we shall inform you if/how you may continue to access and/or use our Services.

25.4 You hereby expressly acknowledge and agree that the penalty for providing untrue, inaccurate, misleading or otherwise incomplete information is your immediate breach of these Terms and Conditions. As such, we reserve the right to suspend and/or terminate your Account promptly and to suspend and/or prevent you from accessing and/or using our Online Trading Facility, without prejudice to any other rights and/or remedies we may have under and/or pursuant to this Agreement.

25.5 From time to time you may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit funds to your account. Subject to our satisfaction from such documentation checks, you may or may not be permitted to deposit further funds by recurring credit card or other means of payment.

25.6 We may elect to provide you with documentation, information and communications in various languages. By accepting these Terms and Conditions you acknowledge and confirm that our official language is English, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than English and the same in English, the English documentation, information and communications shall prevail.

25.7 We reserve the right to communicate with you by telephone, facsimile, email, posts, newsletters issued by us and/or any other means of communication, whether such communication is personally addressed to you or generally addressed to all our clients and/or posted on our Online Trading Facility. By accepting these Terms and Conditions, you acknowledge and confirm, without prejudice to any other Terms of this Agreement, that all such means of communications on our end are deemed to be acceptable and that any information or notification so provided shall be deemed to have been received by you and/or any transaction so executed shall be deemed final and binding on your part.



25.8 Under these terms, you agree that your business, introducing brokers, or partners (hereinafter referred to as "authorized agents") may issue instructions to us on your behalf. If you register through a referral link, the person registering the link will automatically become your partner and have the authority to act as your agent. To revoke, modify, or transfer this authorization, you must notify us in writing. We have the right to register an authorized agent but may decide whether to accept their appointment at our discretion and reserve the right to cancel or reject any instructions or transactions issued by them.

You will be responsible for any losses arising from instructions issued by your authorized agent. If we reasonably suspect that the instructions violate any laws or regulations (such as anti-money laundering (AML) regulations), involve market abuse, or involve abnormal fund handling, we have the right to refuse to execute them and will not be liable to you or any third party.

25.9 By opening an Account with us, you will be subject to, and you hereby expressly agree to abide by, all of our rules, policies and operating procedures that govern your activities on our Online Trading Facility. We reserve the right to refuse and/or decline our Services to any Person and to close the Account of any Person, at any time, at our sole discretion, and for any reason, without being obliged to provide any explanation or justification. All data relating to Persons who open an Account with us will remain our sole and exclusive property and by entering into this Agreement you acquire NO right to any such information, except as expressly stated herein.

25.10 Under no circumstances, at any time, will we be liable for any loss or damage arising from the following situations, including but not limited to:

- (a) Unauthorized access to our online trading platform or any illegal activities;
- (b) Losses incurred from trades made or tools used through our platform;
- (c) Unauthorized transactions;
- (d) Unauthorized fund transfers or trading losses resulting from the theft of your password or trading identification code;
- (e) Trading errors or delays caused by system failures or technical issues.

If we believe that your trading behavior does not comply with our rules or conditions, we reserve the right to assess and review your trading knowledge and experience at any time and, at our discretion, limit or terminate your access to the online trading platform.



## Chapter 4: Terms of Service

### 26. Services Provided

26.1 Subject to the above registration and eligibility requirements, we hereby grant you a personal, revocable, non-exclusive, non-transferable and non-sub-licensable license (a "License") that is limited to the provisions of these Terms and Conditions to access and use our Services (including the use of our Online Trading Facility and any associated downloadable Software), all as described in further detail hereinafter.

26.2 Under these Terms, we will be dealing ("Services") with you as Principal.

26.3 As part of our Services, we will use reasonable commercial efforts to supply you with the informational and technical means to access and use our Online Trading Facility, and provide you with market access and trade execution services ("Transactions") in Forex Exchange CFD on a 'rolling spot' or 'swap' basis, in a twenty-four-hour mode of operation, from Sunday 22:05 GMT to Friday 21:50 GMT, except on official public holidays in the USA and Europe ("Dealing Hours"), subject to the relevant markets in London, the USA and/or Asia being open.

### 27. Execution of Orders

27.1 Unless expressly determined and stated "in the terms agreed upon by mutual consent of the Parties", we provide you with order reception and transmission services involving over-the-counter (OTC) financial instruments, such as spot forex, contracts for difference (CFDs) covering stocks, indices, precious metals, other financial instruments, or tradable commodities. These transactions may be executed through our online trading platform (the "Supported Financial Instruments"). Additionally, we may introduce additional services from time to time.

27.2 We will NOT advise you on the merits or suitability of any Transaction and/or Contracts entered into pursuant to these Terms and Conditions, nor will we manage or monitor your investments. You acknowledge that our execution of any Order on your behalf does not in any way imply that we have approved or recommended that Transaction or investment. For your information, we have set out various risk disclosures on our Online Trading Facility.

27.3 Unless expressly determined and stated "in the terms agreed upon by mutual consent of the Parties" we will execute transactions or contracts based on your instructions and place orders in accordance with our Execution of Orders (Clause 30.6). This policy may be revised from time to time and is incorporated into these terms as a reference, applying to all transactions and contracts between you and us. Furthermore, except for obligations required by applicable laws and regulations, this policy will not impose any additional liability on us.



## 28. Prices and Open Positions

28.1 We will provide you with "bid" and "ask" prices ("Price Quote(s)") in respect of financial instrument through our Online Trading Facility or, in those instances where we have agreed to do so, through our Dealing department. The Price Quotes that we quote are determined by us and usually represent a mark-up or mark-down on inter-bank dealing rates. Our fees and charges are set out on our Online Trading Facility.

28.2 Each quote available for trading or contracts is subject to a leverage ratio not exceeding the limit published or notified to you. We may adjust prices and leverage at any time due to market conditions or other factors, and different customers may be subject to different terms. Without prior notice, we may modify, revoke, or suspend quotes, or cease pricing for some or all financial instruments, and we have no obligation to provide an explanation.

28.3 Unless expressly determined and stated "in the terms agreed upon by mutual consent of the Parties", our Services are restricted to executing Transactions and/or Contracts in Supported financial instruments or Contracts via our Online Trading Facility.

## 29. Cryptocurrency

29.1 The Company reserves the sole discretion to determine whether to offer Contracts for Difference (CFDs) on cryptocurrencies on its online trading platform. Unless otherwise specified, any reference to cryptocurrencies in this Agreement refers to decentralized digital currencies or assets that are not issued by any central bank or issuing authority and whose unit generation and transfers are verified through cryptographic technology.

29.2 You acknowledge and accept that cryptocurrency trading occurs on decentralized digital exchanges that are not regulated. Before investing in cryptocurrency CFDs, you should fully understand the following:

- (a) These products have a complex structure, carry extremely high risks, and are often highly speculative;
- (b) These products may result in the total loss of your invested capital;
- (c) Cryptocurrencies and other virtual currencies experience significant price volatility, which may lead to substantial losses in a short period;
- (d) These products are not suitable for all investors. If you cannot bear the risk of losing your entire investment, you should not engage in such trading;
- (e) You should fully understand and comprehend the characteristics and risks of these products.



29.3 The Company prices its cryptocurrency products based on the underlying market, with quotations sourced from exchanges where the Company executes transactions. As cryptocurrency markets are decentralized and lack a unified central exchange, prices may vary across different markets.

29.4 You should be aware that, under certain circumstances, different miners within the cryptocurrency network may generate distinct forks, leading to a split in the blockchain and the creation of two independent chains. If such an event occurs and both chains continue to operate, the Company may, at its reasonable discretion, choose the chain with the majority consensus of the cryptocurrency network as the basis for transactions. In the event of a fork, the market may experience significant volatility, and we may suspend relevant trading activities until a more reliable market price can be established. Furthermore, we are under no obligation to provide prior notice of any potential blockchain forks. You are solely responsible for understanding the associated risks.

29.5 If a cryptocurrency is delisted or removed from trading by an exchange or ceases to be supported by the market, the corresponding CFD will be terminated immediately. If the Company is notified that a cryptocurrency CFD you hold has been delisted, removed from trading, or discontinued, the Company reserves the right to close your position immediately and is under no obligation to continue offering that product.

29.6 Your orders may be executed in whole or in part. In cases of market delays or increased volatility, the Company will endeavor to execute orders within a reasonable time. You acknowledge and accept that market prices may fluctuate between the time you place an order and its execution. Consequently, your order may be executed at a higher or lower price, and we are under no obligation to guarantee execution at the requested price.

29.7 For clarity, the Company does not own or control the underlying software protocols governing cryptocurrencies. These protocols enable cryptocurrency operations and facilitate their trading on our online platform. These underlying protocols are generally open-source and can be used, modified, and distributed by anyone. Accordingly, you acknowledge and agree that:

- (a) The Company is not responsible for the operation of these underlying protocols and makes no guarantees regarding their functionality, security, or availability;
- (b) The underlying protocols may undergo protocol forks, resulting in sudden changes in their operation, which may affect the value, functionality, or even the name of a cryptocurrency;



(c) In the event of a protocol fork, the Company may temporarily suspend transactions related to the affected cryptocurrency (with or without prior notice) and may, at its sole discretion:

- Reconfigure its systems accordingly; or
- Decide to cease support for the forked protocol entirely.

The Company may, at its discretion (but is not obligated to), adjust your account based on the circumstances of a fork. Such adjustments will be calculated by the Company and may involve applicable fees and taxes. We will handle such adjustments in good faith and with fairness, but we do not guarantee identical treatment with our counterparties or other market participants. You acknowledge and agree that the Company is not liable for any cryptocurrencies resulting from unsupported forked protocols.

29.8 Since blockchain technology is an independent, public, peer-to-peer network that is beyond the Company's control:

- (a) The Company is not responsible for any failures, errors, malfunctions, or incorrect transactions on any blockchain;
- (b) If a cryptocurrency transaction is revoked, modified, or unverified on the blockchain, you bear all associated risks and must comply with applicable laws.

The Company makes no express or implied representations or warranties regarding the functionality or security of blockchain technology and does not endorse, manage, or ensure the performance or security of any blockchain.

29.9 You acknowledge and agree that our online trading platform operates independently of any exchange, and the Company is not obligated to provide specific prices or align with any exchange price trends. Additionally, you should be aware that:

- (a) Exchange prices may differ from our quoted prices, and we are not obligated to offer the same prices or quotations as any exchange;
- (b) In determining trade prices, we may reference quotations on our platform or prices accepted in executed transactions;
- (c) We may, at our sole discretion (but are not obligated to), disregard certain prices for specific time periods, such as pre-market, post-market, or during extreme intraday price fluctuations, to maintain pricing fairness;
- (d) If we determine that a short-term price spike or distortion has occurred in the market, our prices may differ from those of other exchanges, and you should acknowledge this risk.



When engaging in cryptocurrency CFD trading, you unconditionally and irrevocably agree to accept the buy and sell quotes on our trading platform, which shall be deemed final and binding.

29.10 Without our prior written consent, we reserve the right to:

- (a) Prohibit you from buying or selling cryptocurrency CFDs on our trading platform or closing any open positions;
- (b) Decline order execution under the following circumstances:
  - (i) The order violates applicable laws, regulations, or trading rules;
  - (ii) The trading market conditions are abnormal;
  - (iii) There is evidence of market manipulation, trading suspension, or early market closure;
  - (iv) Liquidity providers fail to provide liquidity.

29.11 In light of the unpredictability, complexity, and volatility of the cryptocurrency trading environment, the Company reserves the right to impose restrictions on such financial instruments to protect clients' best interests and mitigate trading risks. Specifically, we may impose the following restrictions on certain products:

- (a) Buy-only (Unshortable);
- (b) Sell-only (Unlongable);
- (c) Close-only;
- (d) Complete trading suspension.

Additionally, the maximum exposure for clients holding cryptocurrency CFDs is capped at USD 1 million per client or associated account group. Associated accounts refer to accounts with matching registration and/or trading data, such as the same IP address, device, or other identifying information. In such cases, the Company reserves the right to cancel or void any trades exceeding this exposure limit and is not liable for any consequences arising from such cancellations or voided orders.

29.12 The Company further reserves the right to modify margin requirements for cryptocurrency CFDs at any time at its sole discretion.



29.13 If we detect any abuse, fraud, manipulation, cashback arbitrage, wash trading, or other violations or fraudulent activities related to cryptocurrency CFD trading, we reserve the right to:

- (a) Charge additional administrative fees or costs to the relevant client;
- (b) Immediately close the client's trading account and/or cancel all violating transactions;
- (c) Deduct all profits or losses related to such transactions from the client's account.

29.14 When trading cryptocurrency CFDs, you should fully understand the characteristics and associated risks of such assets and acknowledge that such trading may not be suitable for all investors.

### **30. Order Execution and Platform Policies**

30.1 All trade instructions must be submitted electronically through our online trading platform unless otherwise expressly agreed. At our sole discretion, we may accept instructions submitted through an authorized agent (Clause 25.8); however, trade instructions or orders shall only take effect once they have been received and confirmed by us.

Note: Instructions related to wash trades or market manipulation shall not be executed under this Agreement.

30.2 Under no circumstances are we obligated to accept your instructions. If we decide, at our sole discretion, to reject all or part of your trade instructions or orders, we are not required to provide reasons and shall not be liable for any resulting losses. Furthermore, if your instruction cannot be processed for any reason (including but not limited to the failure of our online trading platform to receive the instruction), such instruction shall be deemed as not received.

We reserve the right to refuse to execute any trade or contract, including but not limited to the following circumstances:

- (a) The trade is conducted outside market trading hours;
- (b) The trade quantity exceeds or falls below the maximum/minimum trading volume set by us;
- (c) Your margin balance is insufficient to support the trade or contract;
- (d) The trade or contract price is based on an obvious error;
- (e) We determine that the trade or contract violates this Agreement or any applicable laws/regulatory requirements.



30.3 Once your trade instruction has been confirmed, it shall be considered legally binding.

30.4 You may only request to cancel or revoke an instruction if it has not yet been executed by us. Once the instruction has been submitted and executed on your behalf, it may not be canceled, revoked, or modified unless we provide written consent.

30.5 We may, but are not obligated to, impose limits or parameters on trade instructions at our sole discretion, including but not limited to:

- (a) Controls on the maximum and minimum order amounts;
- (b) Controls on overall risk exposure;
- (c) Price range restrictions for submitted orders (e.g., we may refuse to execute orders that significantly deviate from market prices);
- (d) Risk management restrictions on electronic trading services (e.g., authentication requirements to ensure that orders are submitted by authorized users);
- (e) Any limitations required by applicable laws, regulations, or regulatory authorities.

We also reserve the right to cancel or refuse to execute a high volume of orders generated in a short period or to deem all or part of a client's cumulative orders invalid if they exceed the permitted maximum trading volume.

30.6 Order Execution Policy: We may execute your orders at different execution venues, including but not limited to public exchanges, Over-The-Counter (OTC) markets, third-party liquidity providers.

Slippage, order delays, or execution rejections may occur in cases of market illiquidity, high volatility, technical failures, exchange or liquidity provider restrictions, or market gaps. We are not liable for any losses resulting from order delays or execution rejections but will make reasonable efforts to provide best execution.

If you provide specific instructions, they may impact our ability to execute trades at the best available price, and your trade may not be fully covered by the "Best Execution and Order Execution Policy." We recommend that you periodically review the latest version of the Order Execution Policy and ensure that your trading approach aligns with your investment objectives and risk tolerance. Your continued trading will be considered acceptance of this policy.



30.7 We may, under reasonable circumstances, require you to confirm certain trade instructions, especially for critical operations such as account closure or fund withdrawals. You must ensure that we have your most up-to-date email address and promptly notify us if you do not receive a confirmation or if any confirmation contains errors.

30.8 We will fulfill transactions, payments, asset transfers, or other deliveries as required by the trade or contract and in accordance with your instructions. If you fail to provide the necessary instructions or information in a timely manner, we may take appropriate action, including canceling the transaction or implementing protective measures at our discretion.

30.9 We may, at our discretion, execute trades through intermediary brokers, which may be affiliated or unaffiliated entities and may not be regulated by the South Africa Financial Sector Conduct Authority, South Africa (FSCA). Neither we, nor our directors, employees, or agents, are responsible for any acts or omissions of such intermediary brokers or for any selection made by you.

30.10 We reserve the right to impose limits on your open positions and/or restrict you to closing trades only. Additionally, we may liquidate part or all of your open positions to ensure compliance with our position limits.

30.11 Any profit or loss arising from exchange rate fluctuations in relation to any trade or contract shall be solely borne by you and remain your responsibility.

30.12 Under applicable laws, rules, or regulations, we may be required to publicly disclose certain trades or contracts. You acknowledge and agree that ownership of such transaction-related information belongs to us, and you waive any confidentiality obligations regarding reasonable disclosures made by us.

30.13 If you do not provide instructions to settle any open trade or contract by the end of the trading day, we have the right (but not the obligation) to roll over such contracts to the next trading day ("rollover"), as detailed in Clause 36.

## 31. Electronic Trading Terms

31.1 You acknowledge that the electronic trading services we provide through online trading software are subject to certain technical limitations. You understand that electronic communications may be affected by external factors, causing delays or failures in accurate and timely transmission. Consequently, any instructions issued by you or your authorized agent through our online trading software or via email will only be considered valid and legally binding upon our actual receipt and confirmation. We will record and confirm your transactions based on internal processes, and the mere transmission of a trading instruction does not constitute a binding contract between you and us.



31.2 As we do not control the operation of electricity supply, internet access, or any other electronic communication means, nor do we control the configuration or stability of client devices, we shall not be liable for any claims, losses, damages, costs, or expenses (including legal fees) resulting from these factors. We are also not responsible for any losses caused by communication or computer system failures, interruptions, or hacking incidents affecting your device. You assume all risks associated with internet-transmitted instructions and are solely responsible for their accuracy and legality. We will only execute a trade or contract upon confirming receipt of your order; the mere transmission of an order does not constitute a transaction, and a trade becomes binding only upon our formal acceptance.

31.3 Mobile trading technology carries risks, including duplicate instructions and quote delays, which arise from the nature of mobile trading itself. The prices displayed on the mobile platform are for reference only and may not reflect actual execution prices. Our mobile platform transmits data over public communication networks, and we are not responsible for trade delays or failures due to network congestion, weak mobile signals, battery depletion, or other factors beyond our control. Additionally, we do not guarantee that all functions of online trading software will be compatible with mobile devices.

31.4 You are responsible for safeguarding your username and password ("Access Codes") to prevent unauthorized third-party access to your online trading software. If you fail to protect your Access Credentials and unauthorized access, trading instructions, or suspicious activities occur, you must immediately notify us and assume all associated risks and liabilities. We are not liable for any resulting transactions, even if they occur due to an error. Furthermore, you must ensure that your computer terminal is not left unattended while logged into our trading software and must prevent any unauthorized individuals from accessing it.

31.5 Unless explicitly agreed otherwise, the prices displayed on our online trading software are for reference only and are subject to change at any time. The actual execution price is based on the price stated in the trade confirmation or settlement confirmation we issue after you place an order. However, in certain cases, the final execution price may differ from the price displayed at the time of order placement. If a trade is executed based on an obvious pricing error, we reserve the right to amend or cancel the transaction or contract at our sole discretion.

31.6 We may impose limits on the total number and value of transactions or contracts you can conduct daily, adjusting them based on market conditions or our internal risk control policies.



31.7 The "Limit Order" function within our online trading software is subject to internet service availability and may be affected by trading volume limits, position constraints, or other applicable restrictions imposed by us (whether explicitly communicated to you or not). We do not guarantee that an order will be executed when the limit price is reached.

31.8 You must ensure that your computer system can access and use our online trading software and that it meets our technical requirements. Additionally, you must secure stable connectivity through your telecommunications or internet service provider. If you access our platform via a third-party server or intermediary, we do not guarantee or assume responsibility for the availability, stability, or related arrangements of such third-party services.

31.9 You are responsible for installing and regularly updating virus detection or scanning software as required by us, ensuring their proper operation. If you detect significant defects, malfunctions, or viruses in your computer system or our trading software, you must notify us immediately and cease using the software until we grant approval for resumption.

31.10 If you obtain any data, information, or software beyond the scope permitted under this agreement, you must notify us in writing immediately and refrain from using, transmitting, or exploiting such data, information, or software in any manner.

31.11 If you detect significant defects, malfunctions, or viruses in your computer system or our trading software, you must immediately notify us and cease using the trading software until we provide approval for resumption.

31.12 We or our authorized licensors own all intellectual property rights related to our online trading software (whether registered or not). You may not use, copy, transfer, or distribute such intellectual property in any manner, nor provide the same or similar software or systems to any third party.

31.13 We are not liable for any losses, liabilities, or costs resulting from your unauthorized use of our online trading software. If any person uses your Access Codes (username and/or password) without authorization, causing damages, you shall indemnify us immediately and hold us harmless against all losses, liabilities, judgments, lawsuits, actions, proceedings, claims, damages, or costs incurred.

31.14 Without prejudice to other provisions of this agreement, we may suspend or permanently revoke your access to the online trading software under the following circumstances:

- (a) General Circumstances: We may suspend or permanently revoke access after sending you a notice;



(b) Other Circumstances: We may immediately suspend or revoke access without prior notice if any of the following occur, including but not limited to:

- Failure to comply with our access regulations;
- Violation of any terms of this agreement;
- Events of default;
- Network issues;
- Power supply failures;
- System maintenance;
- Perceived or actual security breaches related to the use of online trading software;
- Changes required by regulatory authorities, market conditions, or legal requirements;
- Any other relevant provisions in this agreement related to the operation of our online trading software.

In such cases, we may immediately limit, revoke, or suspend your access, in whole or in part.

31.15 If we terminate or revoke your access to the online trading software, you must immediately cease using all hardware, software, system files, and other related documents provided by us.

## 32. Electronic Trading Methods

32.1 Upon receiving the latest quotation provided through our online trading software, you may submit a trade request based on the given quote. Please note that the quotation is for reference only, and market conditions may cause the final execution price to differ. Your trade request will only be executed upon our confirmation and acceptance and does not constitute a commitment from us to execute the trade at a specific price.

32.2 We will respond to your trade request (acceptance or rejection).

32.3 If your account is subject to credit limitations, we are not obligated to provide a trade response and will disclose the relevant restrictions to you.



32.4 You acknowledge and agree that by submitting a trade request through our online trading software, you accept the applicable trading terms or contract terms and agree to execute the trade based on our response. If a network issue prevents you from receiving a trade response, please use alternative means to verify the trade status. Additionally, you are fully responsible for all trade requests submitted through your account. We are not obligated to verify the identity of individuals accessing your account codes (such as login name and password), and any such trade request shall be deemed authorized by you and legally binding.

### **33. Trade Confirmation and Account Reporting**

Upon successful execution of a trade, we will promptly publish a trade confirmation through our online trading software. Even if such confirmation is not published, the trade remains valid. Generally, trade confirmations are provided immediately after execution.

If you have any objections to the trade confirmation, you must submit a written request (including email) immediately and no later than the end of the next business day following the confirmation date. Failure to dispute within this period will render the confirmation final and binding. If you believe a trade has been executed or a contract has been entered into but have not received confirmation, you must notify us immediately for verification. If you fail to do so and we have no corresponding trade record, we have the right to deem such trade or contract non-existent.

### **34. Consent to Receive Electronic Trade Confirmations and Account Statements**

34.1 You consent to receive all account information, settlement, and trade confirmations via the internet and acknowledge that instructions or directives sent via email or other electronic means shall serve as evidence of such directives. You will be able to access our online trading software using your credentials and customize reports according to your needs, including detailed trade or contract information, daily, weekly, and monthly trading reports, and market information. Account information is generally updated periodically during trading hours and, in any case, no later than 24 hours after a trading event.

34.2 Once a trade confirmation is published, it is considered the official settlement and confirmation of the trade and serves as the final record of account activity. This includes trade confirmation numbers, exchange rates, trade amounts, profit and loss statements, current positions, and pending orders.



34.3 If you no longer wish to communicate electronically, you must notify us and revoke your consent. If you do not wish to communicate electronically at all, you must inform us when applying for an account. However, if you revoke consent, we may, at our discretion, restrict or terminate your access to our online trading software.

34.4 All communications conducted electronically shall be deemed to satisfy any legal requirements for written documentation and signed agreements, provided that applicable laws, rules, and/or regulations permit. Furthermore, you waive any rights or requirements under applicable laws, rules, and/or regulations that necessitate the use of original (non-electronic) signatures or paper documents, except where mandatory legal provisions dictate otherwise.

## 35. Recording and Archiving

35.1 Your telephone calls, electronic messages, emails, online chats, meetings, and other communications may be recorded and archived. We reserve the right to use such records as the final evidence of our transactions and communications with you. You agree that we may provide such records as evidence to any regulatory, legal, or governmental authority as required and that these records may be used to resolve disputes related to you.

35.2 However, technical reasons may prevent us from recording or archiving communications, and such records may be deleted per our internal procedures. Therefore, you should not rely on these records being available.

## 36. Rollover and Offset

36.1 A rollover is the process of extending the settlement date of an open trade (i.e., the agreed-upon trade settlement date). The foreign exchange market allows two business days to settle all spot transactions, meaning the physical delivery of currencies. In margin trading, no actual delivery occurs; therefore, all open positions must be closed at the end of each day (22:00 GMT) and reopened on the next trading day. This strategy is known as a rollover.

36.2 A rollover is conducted through a swap agreement and may result in a cost or gain. We do not close and reopen open positions but instead apply an overnight financing charge (the "rollover fee") to each overnight position based on the prevailing interbank lending rate. Per market practice, 02:00 GMT is considered the start and end of a forex trading day, meaning all trades still open at 22:00 GMT are rolled over and considered overnight positions. However, if you open a trade at 21:59 GMT, it will not be immediately rolled over; whereas if you open a trade at 22:00 GMT, it will be booked into your account and will generate a corresponding credit or debit adjustment, directly affecting your equity balance.



36.3 The rollover fee we charge will be published on our online trading software. We will endeavor to deduct the rollover fee from your account balance. If we cannot deduct the fee due to insufficient available funds, we reserve the right to partially or fully close your open positions per our "Order Execution Policy" (Clause 30.6). You are responsible for promptly paying all applicable rollover fees, even if your deposited margin has incurred losses.

36.4 If we do not receive your explicit and timely instructions, we reserve the right to offset all or part of your positions or to conduct payments and collections on your behalf in a manner and under terms we deem reasonable.

## 37. Corporate Events and Actions

37.1 When a Corporate Action (as defined in Clause 37.2) occurs for a financial instrument, the Company will take appropriate measures to adjust your trading account to reflect the impact of such action on your open positions. These adjustments aim to preserve economic equivalence and protect your rights under the relevant trades or contracts. On the effective date of the Corporate Action (i.e., the ex-dividend/ex-rights date for the affected instrument), the Company may:

- (a) Adjust the size, value, and/or quantity of orders as necessary to maintain positions economically equivalent to your open contracts;
- (b) Notify you of impending Corporate Actions and related adjustments through available channels, including but not limited to the Company's website;
- (c) Endeavor to adjust pending orders (e.g., stop-loss or take-profit orders) to preserve economic equivalence prior to the Corporate Action's effective date;
- (d) In cases of reverse stock splits or similar actions that reduce your shareholding below the system's minimum tradable unit, adjust your positions to the nearest allowable quantity and reflect any value changes as cash adjustments in your account.

37.2 If the Company is the owner of the relevant financial instrument, adjustment methods may differ; however, the Company will use reasonable efforts to maintain economic equivalence and protect your interests.

37.3 Corporate Actions under Clause 37.1 include, but are not limited to:

- (a) New share issuance, capital increases, or dividends: Additional shares, capital expansions, warrants, or dividends issued by the underlying company, resulting in market value dilution;



- (b) Stock splits or reverse splits: Changes in outstanding shares affecting share price (e.g., a 1:2 stock split converts 1 share into 2, doubling holdings while maintaining market capitalization). Positions may consolidate into a single transaction record on the trading terminal without altering economic equivalence;
- (c) Cash dividends: Cash distributions by the underlying company will be reflected in your account as market-aligned adjustments based on your holdings;
- (d) Delisting or default: If a financial instrument is delisted or declared bankrupt, the Company may suspend or terminate trading and liquidate assets at its discretion. Bankruptcy filings without formal liquidation proceedings will not trigger immediate action;
- (e) Special dividends: One-time dividends causing market value dilution/concentration, treated as cash adjustments in your account.



## Chapter 5: Social Trading Community

This chapter sets forth the fundamental principles and terms applicable when using the Social Trading Community platform. The terms in this chapter apply to all sections referenced in this agreement and to all our services.

### 38. Social Trading Community Platform

38.1 Our Social Trading Community platform provides functionalities that allow interaction with other traders, following and copying their trades or strategies. These functionalities are referred to as "Social Trading Community Features." The Social Trading Community Features include account information, trading history, risk profiles, and other information related to strategy providers or their strategies.

38.2 The Social Trading Community allows clients ("Followers") to copy trades from strategy providers ("Strategy Providers"). Upon accepting and following a strategy, the Follower authorizes us to automatically copy all trades from the Strategy Provider's account to the Follower's account without prior consultation, consent, or approval.

### 39. Followers

39.1 When following a Strategy Provider's strategy, Followers agree to the following terms:

- (a) Authorize and instruct the Strategy Provider to operate on their behalf according to the chosen strategy in a manner deemed appropriate by the Strategy Provider;
- (b) Authorize the Company to perform all necessary actions on the Follower's behalf to complete the strategy subscription. These actions include, but are not limited to, executing trades based on the Strategy Provider's operations, such as opening positions, closing positions, suspending new positions, closing all positions, and exiting the strategy subscription. The Company will have all necessary systems in place to facilitate these operations and ensure their integrity. However, Followers agree that the Company shall not be held liable for any financial losses that may directly or indirectly affect system performance, including but not limited to internet connection failures, data center malfunctions, server outages, and third-party software vulnerabilities;



- (c) The chosen strategy will be adjusted based on an automatic scaling model. The lot size calculation will consider the Strategy Provider's equity and leverage and will be adjusted according to the Follower's available social trading funds;
- (d) Authorize and instruct the Company to transfer the Strategy Provider's applicable fees (including but not limited to subscription fees, management fees, and performance fees) from the Follower's account to the Strategy Provider's designated account to pay the fees due to the Strategy Provider.

39.2 Followers acknowledge and accept that following a Strategy Provider's strategy constitutes acceptance of the applicable fee structure.

39.3 Followers understand and accept that if their available social trading funds or margin is insufficient, they may not successfully copy the Strategy Provider's trades. The system will determine whether to execute copied trades based on the Follower's available funds, and some trades may not be copied.

39.4 Followers acknowledge and accept that there may be price fluctuations between the time they select to follow a specific strategy and the time they begin following that strategy.

39.5 Followers acknowledge and accept that if there are open trades available for copying, the Company will execute them at the best available market price rather than the original entry price of the Strategy Provider.

If the copied trade involves a market that is closed at the time, the system will place a pending order for the Follower, which will be executed at the market price upon reopening. Since market prices may fluctuate, the actual execution price for the Follower may differ from the Strategy Provider's original entry price.

39.6 If Followers choose to copy only new trades:

- (a) The Company will execute the same trade as soon as possible after the Strategy Provider's execution, but the price received by the Follower will be the current market price, which may differ from the Strategy Provider's price due to factors such as market volatility, account type, and spreads;
- (b) All instructions and operations related to copied trades will automatically reflect in the Follower's account, including stop loss, take profit, and trade closure actions.

39.7 The Company reserves the absolute right to close all open trades of a Strategy Provider at its discretion and may simultaneously close relevant positions in Followers' accounts. If a Strategy Provider's account is deleted, all Followers' open positions will be closed, and the related social trading subscriptions will be automatically terminated without prior notice.



39.8 Followers understand and agree that all information provided by Strategy Providers (including past performance, risk scores, statistical data, performance data, minimum investment requirements, leverage usage, and other features) is for reference only and does not require Company approval. The Company does not guarantee the accuracy of such information but reserves the right to modify or remove a strategy at any time. Additionally, the actual execution of a strategy may differ from its description, and once a Follower chooses to follow a strategy, they unconditionally accept the related information and cannot withdraw their acceptance.

39.9 Followers acknowledge and accept that the Company bears no liability for any losses incurred due to the operation of the Social Trading Community. Furthermore, Followers understand that due to the mechanics of social trading, their trading activity may result in a total loss of their account funds, even exceeding the losses incurred by the Strategy Provider.

39.10 Followers may manually close any copied trade in their account at any time. They acknowledge and accept that this action may lead to significant differences from the Strategy Provider's results.

39.11 Followers may unsubscribe from a Strategy Provider and stop copying their trades at any time. However, any outstanding fees incurred during the subscription period (including but not limited to performance fees) must still be settled.

## 40. Strategy Providers

40.1 The Company reserves the right to reject or block the visibility of any strategy at its discretion for reasons including but not limited to:

(a) Strategy content does not comply with regulations:

- The strategy description is inconsistent with the terms of this agreement or violates any laws and regulations related to the business relationship between the Company and the Strategy Provider;
- The strategy description contains illegal, unethical content, or personal information unrelated to the strategy;
- The strategy name or image is misleading, contains offensive content, racial or religious discrimination, illegal activities, violates moral or ethical standards, involves minors, or contains other inappropriate content;
- The strategy description lacks consistency, contains false or misleading information, or infringes third-party rights (including but not limited to trademarks and other intellectual property rights).



(b) Concerns about the suitability of the strategy for investment:

- The strategy's performance does not align with the Company's capital allocation standards;
- The frequency and timing of trades may negatively impact Followers;
- Other circumstances deemed not in the best interests of Followers by the Company.

The Company has full discretion to determine whether a strategy may be publicly visible and reserves the right to prevent public display based on the above factors.

40.2 The Company reserves the absolute right to close any or all open positions of a Strategy Provider at its discretion.

## 41. Disclaimer on Social Trading

Our company does not provide investment advice, investment management, financial planning, tax advice, or any related professional opinions. Any interpretation or information regarding social trading or its performance does not constitute investment advice and should not be considered as such. This information is for reference purposes only. Additionally, in accordance with applicable laws and regulatory provisions, our company is not responsible for any losses resulting from the following:

- (a) Operations executed by our company based on any instructions from the follower;
- (b) Decisions or actions taken by the strategy provider whom the follower chooses to follow.

## 42. Major Risks of Social Trading

42.1 Before selecting a social trading strategy, followers should carefully consider their financial situation, including their capital tolerance. Social trading is highly speculative, and the resulting losses may exceed the anticipated amount. Associated risks include, but are not limited to:

- (a) If the amount copied in a trade is below the minimum trade volume threshold, the trade will not be executed;
- (b) Social trading involves an automated execution mechanism where all trades are automatically opened and closed within the follower's account without follower's manual operation or prior approval;



(c) Changes made by the strategy provider to their account (such as changing account type, leverage, or capital size) may affect trading conditions, leading to discrepancies between the follower's actual trading results and those of the strategy provider. Such discrepancies may arise due to factors such as spreads, swap fees, allocation ratios, execution timing, and minimum trade volume thresholds.

42.2 Past performance, risk ratings, portfolios, and other information available on this platform do not guarantee future performance. Our company does not ensure that followers will achieve the same profits or incur the same losses as the strategy provider. Furthermore, our company does not guarantee that the risk ratings of strategy providers accurately reflect the actual risk level of their strategies.

42.3 The social trading platform provided by our company offers various features, which may be adjusted, removed, or modified at any time without prior notice or justification.

42.4 Both strategy providers and followers must acknowledge and accept that the applicability of platform features may be subject to regional legal and regulatory restrictions.



## Chapter 6: Margin Deposits, Collateral, and Payments

### 43. Margin and Collateral

43.1 Margin: The funds you must deposit with us to execute trades or contracts. Before executing any trade or contract, you must ensure that your account has sufficient margin to meet the margin requirements for the position. If your margin falls below the required level, you will be unable to open new positions. Margin requirements must be maintained at all times until the position is closed and may increase or decrease depending on market conditions.

43.2 Contingent Liability: If we execute or arrange a trade or contract (e.g., a Contract for Difference (CFD)), you should be aware that due to the nature of such trades or contracts, your account funds must be sufficient to maintain margin levels to prevent forced liquidation. If market fluctuations cause your account balance to drop below the required margin level, you may need to add additional funds to avoid automatic position liquidation.

43.3 Margin Call Notification: You are required to replenish any funds as per our notification, including but not limited to:

- (a) Adding additional funds when your account margin is insufficient to maintain positions and prevent forced liquidation;
- (b) Ensuring that your account has sufficient funds to avoid insufficient available funds impacting trade operations;
- (c) Depositing any funds related to transactions, initial margin, or variable margin to fulfill your trading obligations.

Our online trading platform employs automated risk monitoring, margin, and stop-out mechanisms to ensure the efficient utilization of available margin. Unless stated otherwise, we will apply initial margin, maintenance margin, or forced margin call mechanisms based on market conditions, liquidity needs, or regulatory requirements, and announce the latest applicable levels on our online trading platform.

43.4 Margin Requirements: We may adjust margin requirements at any time. Any margin payment requests must be met within the specified time frame, or your positions may be forcibly closed. Margin requirements may vary depending on the financial instrument. Please refer to our website for applicable margin requirements for financial instruments.



43.5 Margin Requirements During Market Volatility: During periods of market volatility, the company may temporarily impose higher margin requirements for new orders or all financial instruments (compared to the normal margin requirements of client accounts). This may occur in circumstances such as:

- (a) Before the market closes on Fridays;
- (b) Before the closure of specific or all forex markets;
- (c) Prior to major market announcements, such as the U.S. Department of Labor's Non-Farm Payroll (NFP) report;
- (d) Any anticipated market conditions or disruptions before and after market events.

Increases in margin requirements may affect trade orders or execution and may be implemented without prior notice.

43.6 Forms of Margin: Margin refers to funds deposited into your trading account that can be used to maintain open and existing positions. Unless otherwise specified, margin must be deposited in cash and must maintain sufficient available balance to meet margin requirements. Our company only accepts available funds in the trading account as margin. Unless otherwise decided, we do not accept other financial instruments (such as stocks or bonds) or illiquid assets as collateral.

43.7 Failure to Meet Margin Call Requirements: You are responsible for maintaining proper communication with us to ensure timely receipt and acknowledgment of margin-related information. You must promptly settle all due payments to fulfill trading or contractual obligations or deposit funds as instructed by us to execute transactions or contracts made with you or third parties. If you fail to promptly supplement margin, deposit funds, or meet other payment obligations, resulting in your account's available funds falling below the forced liquidation level, we reserve the right to liquidate some or all of your positions without prior notice and use the proceeds to settle outstanding amounts.

43.8 Negative Balance Protection: The negative balance protection mechanism ensures that a client's trading account will not bear liabilities exceeding its available funds. Our company applies negative balance protection to all leveraged trading products associated with the trading account, including but not limited to CFDs, leveraged forex, and precious metals, ensuring that a client's maximum loss does not exceed their account funds.

Leveraged financial instruments involve high risk and may result in significant capital losses. Therefore, Mega implements a negative balance protection mechanism to ensure that all losses incurred from leveraged trading products are limited to the client's account funds. This means that clients are not required to pay additional amounts exceeding their account balance.



However, we reserve the right to cancel or adjust the negative balance protection mechanism in the following special circumstances:

(a) Market Abuse

Including but not limited to arbitrage trading based on market volatility, exploiting technical delays, insider trading, or market manipulation.

(b) Exceptional Market Conditions

Such as extreme market fluctuations (e.g., central bank interventions, policy changes, black swan events) leading to severe price deviations that affect the normal operation of the forced liquidation mechanism.

(c) Available Funds in Other Accounts

If, under condition (a), there are still unused funds in other accounts on our platform sufficient to partially or fully offset the negative balance, we reserve the right to deduct the corresponding amount from such accounts to settle the outstanding liability (i.e., negative balance).

Our company retains the final decision-making authority and may adjust the negative balance protection mechanism according to applicable regulations and risk policies.

## 44. Margin Call Policy

44.1 You agree that our online trading system is equipped with automated risk monitoring, margin call, and forced liquidation mechanisms to monitor the overall usage of your available collateral, ensuring compliance with our current trading and funding requirements. Through the system's automated risk monitoring features, we will execute margin call notifications or implement forced liquidation mechanisms based on the applicable margin call or forced liquidation standards at the appropriate times.

44.2 The margin call policy stipulates that your maximum potential risk is your account's equity. If your account equity falls below 100% of the margin required to maintain your existing open positions, you will receive a margin call notification. This is a warning message alerting you that the funds in your account may not be sufficient to support your open positions. In this case, you may not be able to open new positions and will need to top up funds to maintain your existing positions.

44.3 Clients are solely and independently responsible for monitoring their account activity, including but not limited to monitoring changes in account equity to ensure that open positions do not trigger margin call levels.



44.4 Despite any other provisions in this agreement or other documents, we are not obliged to notify you via a margin call notification regarding your equity, margin cover, or margin requirement. Clients must proactively monitor their account funds.

44.5 The "Stop-out Level" refers to when your account equity falls below 50% of the margin required to maintain open positions. At this point, the system will automatically begin closing positions, starting with the least profitable ones, to ensure the account does not enter a negative balance state. For hedged positions, forced liquidation will apply if the account enters a negative equity zone, meaning that when the overall account equity becomes negative, the system will automatically trigger the liquidation process.

44.6 In certain cases, such as when a client has set a "stop-loss order" or "limit order," the stop-loss or limit order will be executed first when the market price hits the order price or when a gap (market price skipping over the set price) occurs. Please note that in the case of a market gap, the stop-loss order will execute at the current market price and may not be executed at the original set price. A limit order may fail to execute if the market price does not return to the set price range.

44.7 When a margin call or forced liquidation is triggered, its execution will take precedence over other order types, including but not limited to market orders, limit orders, stop-loss orders, and other pending orders.

## 45. Security

45.1 Collateral and General Lien Rights: All assets you own or any assets that we may hold, control, or record on our platform for any purpose may be used as collateral to fulfill your obligations and shall be subject to general offset rights. Our collateral rights apply to all of your accounts, regardless of the number, and may be exercised without notice to you. Furthermore, we may, at our discretion, transfer any of your assets between accounts or offset and settle your assets with other accounts. Without affecting any of our other rights, we may at any time, without prior notice, immediately deduct assets from your account to settle your obligations (whether existing or future). You shall not withdraw or replace collateral without our prior explicit written consent.

45.2 Collateral Obligations: As a continuing guarantee for the fulfillment of all obligations (whether actual or contingent, present or future), you irrevocably grant us a first-priority lien covering all of your current or future assets (whether held by us or third parties). We have the right to offset these assets without prior notice to you in order to satisfy your collateral obligations to us. Furthermore, we shall not be held liable for any loss arising from these offset actions. You further agree to provide any necessary reasonable assistance to ensure the effectiveness of our collateral rights, including but not limited to providing legal guarantees for margin or ensuring the fulfillment of collateral obligations to allow us to exercise relevant rights or comply with market regulatory requirements.



45.3 Default Offsetting: In the event of a default or termination of this agreement, we have the right to offset the remaining margin balance with your obligations (within our reasonable discretion). In carrying out such offset, we will consider the net settlement terms applicable under this agreement.

45.4 Collateral Restrictions: You agree not to assign or establish other collateral rights on the collateral amounts held in your accounts on our platform unless such collateral rights are required by law or market rules.

45.5 Lien Rights: You agree that, within the scope of the margin you provide under these terms and conditions, our obligations and yours may constitute "financial collateral," forming a "financial collateral arrangement." This allows us or a third party to set a lien over margin in excess of your obligations to meet our or market requirements (including but not limited to obligations arising from your positions).

45.6 Drawdown Rights: You further agree that within the margin you provide, our obligations and yours may constitute "financial collateral" and form a "financial collateral arrangement," thus we have the right to drawdown any such financial collateral to fulfill our obligations to you. For this purpose, you agree that when collateral rights are enforced, any drawn financial collateral will be valued in a commercially reasonable manner.

45.7 General Lien: Without affecting any of our other rights, under applicable laws, rules, or regulations, we have a general lien over all assets you provide, including but not limited to assets in your accounts, assets registered on our platform, and the value of your open positions. We may, at our discretion, transfer assets between your accounts or merge or offset your account assets. Additionally, we have the right, without prior notice, to convert any of your assets into other currencies or deduct your assets to settle any outstanding obligations (whether current or future) you owe us.



## Chapter 7: Commissions, Fees, and Charges

### 46. Commissions, Fees, and Charges

46.1 You shall pay us the relevant commissions and fees (including but not limited to spreads, transaction fees, interest, and other charges) (hereinafter collectively referred to as "Commissions and Fees"). The amounts of such commissions and fees shall be determined based on the content we notify you from time to time or as published on our online trading platform. By accepting these terms and conditions, you confirm that you have read, understood, and agreed to the contents published on the "Spreads and Terms Details" page, which outlines the calculation methods and applicable conditions for all relevant commissions and fees.

46.2 We reserve the right to modify, change, delete, or add commissions and fees at any time at our sole discretion. When we make any changes to commissions and fees (hereinafter referred to as "Changes"), we will publish the relevant information on the online trading platform or notify you directly. Any such notifications will be deemed valid, and you are responsible for reviewing and regularly checking for potential changes. Continuing to use our online trading platform after such changes are published will be deemed as your acceptance and agreement to be bound by these changes. If you do not agree to these changes, you should immediately cease using our online trading platform and notify us in writing.

46.3 If external factors beyond our reasonable control cause changes, we have the right to modify the commissions and fees immediately without prior notice to you. Such situations may include, but are not limited to:

- (a) Changes in our relationship with counterparties leading to a change in cost structures;
- (b) Changes in the commissions and fees of exchanges, clearing institutions, information providers, or third-party service providers, which will be passed on to you.

### 47. Other Fees and Charges

47.1 In addition to the commissions, fees, and charges mentioned above, you shall pay any other fees and charges incurred from our provision of services, including but not limited to applicable value-added tax (if any), other taxes, and all other fees we incur related to any transaction and/or contract matters or the maintenance of client relationships.



47.2 Specifically, we have the right to require you to pay the following fees and/or expenses separately:

- (a) Additional expenses arising from our relationship with you as a client, such as phone, telegram, courier, and postage charges (if you request paper-based statements, transaction confirmations, or account reports that could have been provided electronically);
- (b) Any fees incurred due to your non-compliance, including but not limited to fees incurred for reminders, legal assistance, etc.;
- (c) Any fees we may incur in responding to inquiries from government agencies or other public bodies, including but not limited to providing testimony, forwarding transcripts and documentation (such fees will be determined at our discretion);
- (d) Administrative fees related to security deposits, and any costs related to collateral (if applicable), including insurance premiums;
- (e) Transaction fees arising from any irregular trading activities in your account;
- (f) Any fees arising from audit requirements (if you request audit certifications, etc.);
- (g) Swap/rollover fees;
- (h) Any fees incurred due to abusive/violating trading activities conducted by you or in collusion with other clients.

Regarding our legal relationship, when your account with us is terminated, if you have successfully executed a transaction with us, regardless of whether the execution was due to a technical or human error, we reserve the right to immediately revoke any profits/losses arising from such transaction and return the original deposit amount (minus any deposit and withdrawal fees) to the original deposit source.

Any such fees and/or expenses will be charged based on the actual payment amounts incurred as a fixed amount or based on a percentage or hourly rate corresponding to the services provided, with a mixed calculation method. We reserve the right to introduce new fees.

47.3 We (and/or affiliates) may receive commissions, mark-ups, or other fees from your transactions, which will not be separately displayed in the settlement or transaction statements. If you request in writing, we may, at our discretion, disclose the relevant amounts within a reasonable scope, but we reserve the right to refuse to provide this information.



47.4 If your registration or trading information (including but not limited to IP address) matches that of other clients, we have the right to take the following actions as deemed appropriate:

- (a) Immediately terminate the business relationship, i.e., close your account;
- (b) Charge account termination-related fees (if applicable), with a minimum amount of USD 10;
- (c) Charge a platform processing fee, up to 6% of the funds.
- (d) A platform transaction processing fee of USD 3 per lot will be charged for executed trades (or the equivalent amount converted into the client's account currency based on the prevailing exchange rate at the time).

This clause aims to prevent abusive activities, including but not limited to duplicate account registrations, collusive trading, or other violations.

47.5 If your account remains inactive for 90 consecutive days, and the account remains dormant, an additional monthly fee of USD 10 will be charged (according to Clause 60), provided that your account still has available funds. We reserve the right to modify the inactivity fee as needed.

47.6 Under specific market conditions or risk management requirements, we have the right to apply fair value adjustments (FVA) to general accounts to adjust the cost of positions. The application and calculation of FVA will depend on market conditions, the nature of the trades, liquidity, and other factors, as determined by our reasonable judgment.

## 48. Payment Terms

48.1 Unless otherwise specified and "according to the terms mutually agreed upon by both parties," all commissions, fees, and other related charges shall be considered due and payable immediately. Unless otherwise specified in these terms and conditions, any amounts payable by you to us may be deducted from any transaction profits or from your account. In the event of delayed payment, overdue amounts will accrue interest at a rate reasonably determined by us.

48.2 Unless otherwise specified in these terms and conditions, all amounts payable by you to us may, at our sole discretion, be paid as follows:

- (a) Deductions from funds held by us on your behalf; or



- (b) Payment in accordance with applicable account terms, transaction settlement confirmations, or other relevant agreements provided by us. This includes, but is not limited to, any unpaid fees, transaction charges, or other amounts payable related to your trading account.

## 49. Currency Exchange

49.1 If we receive or recover any amounts related to your obligations, and the currency of that amount differs from the currency in which the payment is due (whether based on a court judgment or other obligations), you must indemnify us for any costs or losses incurred due to currency exchange (including exchange costs), keeping us harmless.

49.2 We have the right (but not the obligation) to conduct the following currency exchanges:

- (a) Any realized profits, losses, option premiums, commissions, interest expenses, and brokerage fees if their currency differs from your base currency (i.e., the currency used in your account);
- (b) Any cash deposits or other cash deposits used to purchase assets denominated in a currency other than your base currency;
- (c) Funds we hold, if we believe it is necessary or appropriate to fulfill your obligations and liabilities in that currency.

49.3 We will conduct currency exchanges at exchange rates we consider reasonable, and we may apply a reasonable adjustment to the applicable exchange rate.

## 50. OTC Trading Pricing

For impending OTC trades, we have the right to provide the prices at which we are willing to transact with you. Unless we exercise our rights under these terms and conditions to close a trade or contract, you are responsible for deciding whether to trade or enter into a contract at the provided price.

## 51. Prohibited Trading Practices

51.1 Prohibited Unauthorized Access and Reverse Engineering:

You must not illegally access or attempt to access, reverse-engineer, or otherwise circumvent the security measures applied by us on our online trading platform or computer systems.



51.1.1 Users shall not use VPNs, proxies, Tor, or any other technologies to conceal or falsify their location, device, or network identity in order to circumvent regional restrictions, KYC/AML requirements, or related-party detection. Any violation may result in the Company taking measures pursuant to Sections 51.3, 57.4, 58.4, and 58.5, including but not limited to account restrictions or closure, aggregation and netting (including set-off), and cancellation of bonuses and rebates.

(Use of a VPN for connection stability requires prior written consent and must not be employed to evade the above-mentioned restrictions.)

#### 51.2 Prohibited Use of AI Trading Software:

The use of any software that we deem to be designed for the application of artificial intelligence analysis on the online trading platform and/or computer systems to gain an unfair advantage or exploit our platform is strictly prohibited.

#### 51.3 Prohibited Market Manipulation and Improper Trading Activities:

We prohibit the following activities, which will be considered as violations and may lead to account penalties, including but not limited to:

(a) Arbitrage Trading

Exploiting market price errors or delays to conduct arbitrage trading based on unjust price discrepancies.

(b) Wash Trading

Engaging in transactions between different accounts that have no real economic meaning, to create false market activity.

(c) Price Manipulation

Deliberately employing improper means to affect market prices, causing deviations from the genuine supply and demand conditions of the market. This includes, but is not limited to, intentionally using improper methods to influence the price of this Platform or the underlying market in a manner that deviates from the true supply and demand, such as manipulative conduct during periods of low liquidity or restricted trading hours (see subsection (h)), order concentration, self-trading / cross-trading, wash trades, price pumping or price suppression, with the intent to trigger other participants' orders (including stop-loss or forced liquidation) or to affect the Company's pricing and/or risk control parameters.



(d) Spoofing & Layering

Sending a large number of orders that are not intended to be executed to deceive other market participants.

(e) Collusive Trading

Colluding with others to engage in trading activities aimed at unjustly influencing market prices or trading volumes.

(f) Excessive Leverage & Risk Manipulation

Using improper methods or excessive leverage to amplify market risks and conduct improper trading.

(g) Abuse of Negative Balance Policy

Exploiting the platform's negative balance policy for improper operations, such as overusing leverage or other means to push the account balance into the negative and exploiting this situation for arbitrage or improper trading.

(h) Low-Liquidity Timing Manipulation

Engaging in practices such as order concentration, wash trades, price pumping, or price suppression during periods of significantly limited or restricted liquidity (e.g., pre-market / after-hours trading, weekend openings, holidays, or other circumstances as determined by the Company) with the intent to influence the Platform's quotations, trigger other participants' orders, or affect the Company's pricing and/or risk control parameters.

(i) Cross-Account / Off-Platform Matched Trades or Hedging

Using related accounts (as defined in Section 57.2) or collaborating with third-party platforms/accounts to establish offsetting or highly correlated positions for the purpose of matched trading/hedging, transferring risk, circumventing risk controls, or generating risk-free returns; including but not limited to placing simultaneous orders across different accounts or platforms, offsetting positions against each other, or transferring profits and losses.

Any violation may result in the Company taking measures pursuant to Sections 57.4, 58.4, and 58.5, including but not limited to account restriction or closure, aggregation and netting (including set-off), and cancellation of bonuses and rebates.



We reserve the sole discretion to determine whether your trading behavior involves any of the above violations, and we reserve the right to take appropriate actions depending on the situation, including but not limited to:

- (a) Immediately adjusting orders and prices in the relevant accounts;
- (b) Restricting account access to real-time trading quotes (including the withdrawal of profits from historical trades);
- (c) Temporarily or permanently closing your trading account and canceling all trades;
- (d) Prohibiting you from opening any new accounts with our company;
- (e) Reclaiming any profits/losses gained from the violative trades and refunding the original deposit, less any deposit and withdrawal fees.

#### 51.4 Market Condition Changes

We are under no obligation to notify you of changes in market conditions. You are responsible for monitoring your open positions and taking action when necessary. We will not be liable for any losses resulting from a failure to act promptly.

#### 51.5 MT4/MT5 Multi-Account Management

The company may offer MT4/MT5 multi-account management features, allowing clients to manage multiple trading accounts. You hereby declare and warrant that, unless explicitly permitted in writing by us, you shall not use this feature to manage trading accounts that do not belong to you.

#### 51.6 Penalties

If we determine, at our sole discretion, that you have violated these terms, we reserve the right to take any necessary action, including but not limited to:

- (a) Completely blocking your access to our online trading platform;
- (b) Blocking and/or revoking your access codes;
- (c) Terminating your account.



In such cases, we reserve the right to confiscate any profits and/or earnings directly or indirectly obtained by you through unlawful trading activities and may charge you additional fees, including but not limited to the following:

- (a) A platform transaction processing fee of \$3 per lot (or the equivalent amount in the customer's account currency based on the exchange rate at the time);
- (b) A platform processing fee of 6% of the principal amount.

Additionally, we have the right to notify any relevant third parties of your violations and continue developing tools to identify fraudulent or illegal access to and use of our online trading platform.

In the event of any disputes arising from such violative trading activities, we will make decisions at our sole and absolute discretion, and such decisions will be final and binding on all participants, with no appeals or communications accepted. Additionally, without affecting any other provisions of this agreement, you agree to indemnify and hold us and our affiliates harmless from any liability, loss, damage, cost, and expenses (including legal fees) resulting from your direct or indirect violation of this agreement or any applicable laws.



## Chapter 8: Your Account

### 52. Account

52.1 In order to provide our services and handle the transactions described in these terms, we will assist you in opening and managing one or more accounts (hereinafter referred to as "Account") on our online trading platform. Your account will be denominated in a currency designated by us and will record all transactions and contracts entered into on our online trading platform.

52.2 Depending on the transaction volume in your account, executed trades may be consolidated into single or multiple balance transactions, reflecting your net profit and loss. However, you may still view and export your complete transaction history in the member area.

### 53. Base Currency

53.1 You must designate a base currency for each account on the online trading platform, with options including US Dollar (USD) or any other currency listed on our website, which should be determined at the time of account opening or mutually agreed upon in advance.

53.2 All payment transactions in your account must be conducted in your base currency. If we receive or recover any amounts that do not match your account obligations and are in a currency other than your base currency, or if the refund currency differs from the base currency when you withdraw or refund from your account, the provisions of Clause 49 will apply, with appropriate modifications. Additionally, we reserve the right (but not the obligation) to refund in the original currency.

53.3 Unless agreed upon in writing by both parties in advance, we do not accept payments made from your account to third parties. If a client deposits funds via a third party, the platform will refund the amount via the original payment method and may charge up to 6% in processing fees based on the payment method.



## 54. Access Code

54.1 To allow you to access and use our online trading platform, we will provide a unique username and password (the "Access Code") for each of your accounts. These access codes enable you to:

- (a) Access and use the online trading platform;
- (b) Access and use your account to view real-time quotes and historical transaction data for your open positions;
- (c) Access and use your account to execute trades and/or contracts, and place orders related to the trading platform.

We may periodically provide features to reset login details and passwords to protect your account security or prevent unauthorized access and use. Additionally, you may only log in to your account using the access code we provide or via other methods mutually agreed upon in writing in advance by both parties.

54.2 Regarding your Access Code, you acknowledge and agree to:

- (a) Be responsible for maintaining the confidentiality of your access code;
- (b) Not share your access code with anyone else;
- (c) We may rely on any instructions, orders, and other communications made with your access code, and you will be responsible for any transactions or charges resulting from those actions;
- (d) If you discover or suspect any unauthorized use of your access code, you should immediately notify our customer support department.

54.3 You are responsible for monitoring and restricting access to your account and must take all reasonable steps to ensure that your access code is not disclosed to anyone. If unauthorized access occurs due to a breach of these terms, you will be responsible for all losses and costs arising from such access.

54.4 If your access code is lost, stolen, or compromised, you must immediately notify us in writing. Upon receiving your notification, we will immediately terminate your access code. However, you remain responsible for any actions conducted using your access code before its termination. Without affecting the foregoing provisions, we have the right, at our discretion, to terminate, revoke, suspend, modify, and/or change any or all of your access codes at any time, with or without prior notice, and we will make reasonable efforts to notify you in advance when feasible, though we are under no obligation to provide prior notice.



54.5 You must make every effort to ensure that you comply with the following:

- (a) All applicable laws, rules, and/or regulations;
- (b) The terms and conditions of this agreement;
- (c) Any additional terms and conditions mutually agreed upon in writing by both parties;
- (d) All disclaimers and other terms and conditions outlined in any part of the online trading platform;
- (e) Any other terms and conditions that may be in effect from time to time under this agreement.

Additionally, you are required to provide us with information necessary for compliance with applicable Anti-Money Laundering (AML) Regulations and/or other relevant third-party, governmental, or regulatory authorities' requirements as requested by us.

54.6 You shall indemnify and hold us harmless from all liabilities arising from your failure to take sufficient measures to protect the security of your access code and prevent unauthorized access and/or use of your account on the online trading platform. You will also indemnify us for any legal, administrative, or arbitration costs and expenses arising from such incidents, and you shall be responsible for any damages, costs, and expenses resulting from your failure to comply with these terms.

## 55. Partners and Business Introducers

If you were introduced to the company through a partner or business introducer, you acknowledge and agree that:

- (a) You have authorized the partner/business introducer to introduce the company to you;
- (b) The partner/business introducer may receive commissions based on the company's relevant policies.

## 56. Deposits, Refunds, and Withdrawals

56.1 We reserve the right to adjust deposit and withdrawal limits and related processing fees at any time, including but not limited to applicable minimum/maximum deposit and withdrawal amounts, fees, payment methods, and processing times.



56.2 You may deposit funds into your account at any time. Deposits are only accepted from payment methods in your name (e.g., bank transfers, e-wallets, etc.). Under no circumstances do we accept third-party or anonymous payments. In addition:

- (a) Deposits must be made through the platform's official deposit channel. Do not use non-official deposit links or third-party accounts. If you make a deposit through an unofficial channel and any loss or dispute arises, the platform will not be responsible;
- (b) Deposits must be made using the platform's designated payment methods; other methods will not be accepted.

Deposits are generally credited within 1 business day, but the actual processing time may vary depending on the payment method and bank processing procedures.

56.3 If you submit a withdrawal request, we will deduct the corresponding funds from your account balance and make reasonable efforts to process your withdrawal request. Withdrawal processing will be subject to the following conditions:

- (a) The withdrawal request must include all necessary information and comply with these terms and applicable regulations;
- (b) Funds must be withdrawn using a payment method in your name (e.g., bank transfers, e-wallets) and may not be sent to third-party accounts;
- (c) You must complete KYC verification or submit complete identity verification documents to support your withdrawal request;
- (d) Withdrawals must comply with applicable Anti-Money Laundering (AML) regulations. We may require you to provide additional documents or information to ensure the legitimacy of the transaction. We reserve the right to delay processing the withdrawal until the AML compliance review is complete;
- (e) We may, based on internal risk management, refuse to process withdrawals using certain payment methods or request you to change the withdrawal method and provide further proof.

Withdrawal Processing Time: Subject to the fulfillment of the foregoing conditions, we will process your withdrawal request within the same day to three (3) business days; however, the actual time of arrival of funds may be delayed due to the processing progress of the bank or payment institution. Withdrawals/refunds involving Related Accounts, as defined in Section 57.2, shall be handled in accordance with Sections 56.12 to 56.15; aggregation and netting (including set-off) shall be processed in accordance with Section 58.5.



56.4 We currently do not charge additional fees for customer deposits and withdrawals. However, your bank, third-party processing institutions, or payment providers may charge transaction fees, including but not limited to fees for international bank payments. The company is not responsible for these fees and recommends that you inquire with your financial institution for more information. We reserve the right to charge transfer fees and may adjust related fee policies based on actual circumstances.

Handling When Funds Cannot Be Refunded to the Original Payment Method:

- (a) If we are unable to refund remaining funds to the original payment method, we will use wire transfer for the refund. Additionally, if currency conversion is required, the refund will be made in the equivalent amount based on the applicable exchange rate at the time;
- (b) As the refund may involve currency conversion, the exchange rate risk will be borne by you;
- (c) If your payment provider refuses the refund, preventing us from completing the refund, we will use wire transfer to refund the amount and bear any additional fees arising from this;
- (d) If funds are lost or incorrectly received due to incorrect payment information provided by you, we will not be responsible for any losses.

56.5 We do not actively review the source of funds or the identity of the sender, nor are we responsible for any losses arising from customer transactions. However, if we have concerns about the source of funds or the identity of the sender, we reserve the right to refuse the funds and return them, with any associated transfer fees or payment charges to be borne by the customer. The platform will not refund these fees. Additionally, for refundable balances, we will process the refund using the original payment method and charge a platform processing fee of up to 6% based on the payment method.

56.6 If, when applying for a withdrawal, your trading account's transaction volume does not meet the standard, we will charge a platform processing fee of up to 6% based on the payment method. Furthermore, if we have reasonable grounds to believe that the trading account may involve fraudulent transactions (including but not limited to arbitrage, abuse of promotions, violation of trading rules, etc.) or is under a refund investigation, we reserve the right to refuse to process the withdrawal request.

56.7 You will bear all forex risks (including risks arising from deposits or withdrawals) incurred in fulfilling these terms. If you provide incorrect payment information leading to a loss of funds, we will not be responsible for any losses.



56.8 We will not pay interest on any funds deposited into our platform, including but not limited to:

- (a) Funds that remain unused in your account balance;
- (b) Platform funds, whether or not related to trades or contracts, will not earn interest.

You agree and acknowledge that we will be the sole beneficiary of any such interest.

56.9 If your deposit method is via credit card, withdrawals will be refunded to the original credit card account first, with the amount refunded not exceeding the total deposit amount made via the credit card. Any remaining funds may be withdrawn through other payment methods.

56.10 We strictly prohibit credit card/financial card fraud and will take legal action against all fraudulent activities. Regardless of the situation, we will file criminal lawsuits under the laws of the local jurisdiction. Additionally, we will report the fraud to the law enforcement agency in your location and pursue legal action against any fraudulent activities, including but not limited to civil lawsuits and criminal charges against the responsible parties. In such cases, we reserve the right to take the following measures, including but not limited to:

- (a) Restricting, freezing, or revoking your access to the online trading platform;
- (b) Blocking or revoking your account credentials;
- (c) Terminating your account;
- (d) Recovering all profits or income directly or indirectly resulting from fraudulent transactions;
- (e) Reporting the fraudulent transactions and their impact to relevant third parties or institutions;
- (f) Taking appropriate legal actions immediately and continuing to develop necessary tools to detect and prevent fraudulent activities.

All disputes related to refund transactions will be decided by the company at its sole discretion, and such decisions will be final and binding on all parties, with no objections allowed.

56.11 If you initiate a refund transaction for funds deposited through us (whether intentionally or unintentionally), we have the right to charge a \$150 USD investigation fee to your account to cover the costs of the related investigation.



56.12 Original Method Refund and Proportional Allocation: Refunds to accounts identified as Related Accounts shall be returned, on a priority basis, to their respective original funding sources. Where multiple payment methods are involved, refunds shall be allocated in proportion to the actual deposit ratio of each method. If refunding to the original payment method is not possible, the refund shall be processed via wire transfer. (This aligns with the existing rule: "If funds cannot be returned to the original payment method → process via wire transfer.")

56.13 Fees and Timing: Refunds may incur third-party channel fees or foreign exchange differences, and such costs shall be borne by the Client. Refund processing may be suspended until AML compliance reviews are completed, and will be executed within a reasonable time thereafter.

56.14 Refund of Funds Only, No Interest: We shall not pay interest on any funds held in the account.

56.15 Restrictions During Investigation: In cases involving arbitrage/abuse or where a refund/chargeback investigation is ongoing, we may reject or delay withdrawals until the investigation is concluded, and may charge necessary handling fees.

## 57. Multiple Trading Accounts

57.1 If you hold multiple accounts on this platform, we have the right to merge these accounts and manage them as a single account. Additionally, we reserve the right, at our sole discretion, to limit the number of accounts that a single user may hold.

### 57.2 Related Accounts

Refers to one or more accounts that, in our reasonable judgment, are directly or indirectly controlled by the same ultimate beneficial owner/ultimate controller, or are subject to a common trading arrangement. In making such determinations, we may consider, without limitation, the following non-exhaustive factors: device/browser fingerprint, IP address and login geolocation, login/trading behavior patterns, consistency or high correlation of payment instruments (bank cards/e-wallets, etc.), contact information, mailing address, KYC document characteristics, order and risk control patterns, referral/IB relationships, and other relevant indicators.

**For the avoidance of doubt:** this definition is solely for the purposes of risk control and **compliance-related consolidated management and netting, and does not constitute a recognition of joint accounts or co-accounts**, nor does it by itself give rise to joint liability or any other rights or obligations between Clients.



### 57.3 Nominee/Front Accounts and Proxy Trading

Unless expressly authorized by us in writing, you shall not hold an account on behalf of another person, open an account under another person's name, or use multiple nominee accounts in any form to circumvent risk controls or obtain undue benefits. Any violation may result in immediate measures including restriction, freezing, or closure of the account(s).

### 57.4 Review and Restrictive Measures

Once we reasonably determine, in accordance with the above standards, that Related Accounts or abnormal activities exist, we may, without prior notice, impose measures including but not limited to: restricting or freezing trading and withdrawals, requiring re-KYC/resubmission of documents, suspending bonuses and rebate calculations, consolidating accounts and treating them as a single account, conducting netting and set-off settlements, and closing the related accounts.

### 57.5 Liability and Recourse

In cases of verified violations/abuse, we may recover any improperly obtained benefits and return only the principal funds (see Sections 56.12 / 58.5), and may also report to and pursue action with relevant authorities.

## 58. Net Settlement Agreement

58.1 Under this agreement, all transactions between you and us are based on a single agreement, and all transactions constitute part of that agreement. We will not engage in transactions with you without this single agreement in place.

58.2 If we exercise our rights under these terms, all payment obligations will be consolidated, and the party with the higher payable amount will pay the difference in order to fulfill and release the respective payment obligations.

58.3 This net settlement agreement is binding on all parties to this agreement and applies to the estate and/or creditors of all parties during the term of the client relationship.



58.4 If we reasonably determine that you are engaged in arbitrage or abuse (whether alone or in conjunction with other clients, including but not limited to risk-free arbitrage) to gain financial benefits without genuine market trading intent, or are conducting market risk transactions, we have the right to exercise the following rights under this agreement at our sole discretion, without prior notice or authorization:

- (a) Close your open positions and/or close your account;
- (b) Consolidating and integrating accounts under your name, under your actual control, or reasonably determined by the Company to be related to you (including accounts you have opened with the Company and its affiliates);
- (c) Offset and settle your account balance (including profits and losses from open positions).

58.5 If the client relationship is terminated, all debts and obligations between the parties will be settled through net settlement. The value of open contracts will be calculated according to the following principles, and the final payable amount will be the difference between the amounts owed by both parties.

**Consolidated Netting of Related Accounts:** Where we determine that Related Accounts exist, such accounts may be treated as a single entity:

- (a) Calculate the cumulative net deposits = total deposits of all Related Accounts – refunds/chargebacks/returns – fees/adjustments;
- (b) Consolidate funds and unrealized P&L for set-off, and process refunds only up to the lesser of the available balance or the cumulative net deposits;
- (c) Cancel and reverse bonuses, rebates, and any benefits obtained through abuse;
- (d) Exercise rights under Section 58.4, including liquidation, closure, and set-off.

## 59. Client Funds and Assets

59.1 You understand and agree that we may transfer all or part of your client funds to a third party (e.g., exchanges, clearing institutions, or intermediary brokers) for holding and management in order to facilitate your entering into or fulfilling contracts with that third party, or to meet your margin or collateral requirements for trading.

59.2 You understand and agree to authorize us to access and transfer funds from your account on your behalf, including but not limited to accessing funds required for trading, fulfilling contract-related obligations, and paying all amounts due to us or to third parties on your behalf, in accordance with the applicable terms and conditions for settlement.



59.3 Unless otherwise specified and clearly stated in the “mutually agreed terms,” any payments made to you by us shall only be paid to you personally and shall not be paid to any other person, unless mutually agreed upon by the parties.

59.4 Without affecting the other terms of this agreement, we may at any time, at our discretion, offset or deduct any funds in your account to settle your obligations to us, and may merge or consolidate your accounts.

59.5 You have the right to withdraw funds not used for margin from your account, provided this is done before closing the account.

59.6 Trading in leveraged financial instruments involves significant investment risks. However, Mega implements a "negative balance protection policy" to ensure you do not lose more than the principal you invested.

59.7 If your account remains inactive for 5 consecutive years (and the account still has a positive balance), we will make reasonable efforts to contact you to confirm the status of the account and future arrangements. Please note that, according to Clause 47.5, idle fees may be charged, and any remaining funds are subject to this provision:

- (a) If we are unable to contact you, we have the right to treat your account as closed and handle any remaining funds according to the applicable terms;
- (b) If we successfully contact you and you submit a valid request, we will pay the amount owed to you.

## 60. Dormant, Dormancy Fee and Archiving Policy

60.1 If your trading account has had no activity (including trades, withdrawals, deposits, or internal transfers) for 90 days from the last activity, we will classify your account as dormant, and all pending orders may be canceled.

60.2 Dormant accounts will be charged a dormancy fee of \$10 (or the equivalent amount) per month, or the entire remaining balance in the account (if the balance is below \$10). If the account balance reaches zero after the dormancy fee is deducted, the account will automatically be archived.

60.3 For accounts that have never deposited funds, if there is no activity within 60 days after account registration, the account will be automatically archived.



## Chapter 9: General Provisions

### 61. Acknowledgment and Commitments

#### 61.1 You Acknowledge and Understand the following

##### (a) Risks of Leveraged and Non-Leveraged Trading

- Trading is highly speculative and may involve substantial risks.
- Engaging in margin trading carries the risk of losses exceeding your margin deposit.
- Due to the nature of leveraged trading, small fluctuations in the price of the underlying securities may result in significant losses, potentially exceeding your initial investment and margin deposit.
- Certain market conditions may make trade execution difficult or prevent execution at a specific price.
- You bear sole responsibility for any profits or losses resulting from your trades or contracts.

##### (b) Trading Responsibility and Investment Advice

- We do not provide investment advice.
- If you trade based on advice from us, our affiliates, introducing brokers, or other third parties and incur losses, you shall not hold us liable unless such losses result from gross negligence.
- We do not monitor your trades or contracts on an ongoing basis and shall not be responsible if trade results differ from your expectations or are unfavorable to you.
- There is no guarantee of profit or protection from loss in investment trading.
- Neither we, our affiliates, introducing brokers, nor any third party make any guarantees or representations regarding profitability.

##### (c) Risk Assessment and Acknowledgment

- You should fully understand the nature and risks associated with leveraged trading.



- You should carefully assess the suitability of leveraged trading based on your investment experience, objectives, financial condition, and other relevant factors.
- You confirm that you have read and understood the Risk Disclosure Statement available on our online trading platform, which outlines the risks associated with trading over-the-counter leveraged financial instruments.

61.2 The market conditions and environment for leveraged and non-leveraged trading may fluctuate due to various factors. Market price volatility, trading mechanisms, leverage effects, and other elements can significantly impact your trading results. You should fully understand and consider the following details when assessing trading risks and potential consequences:

(a) Leverage or Gearing Effects

Leveraged trading carries extremely high risks. The initial margin required for trading may be relatively small compared to the value of the underlying asset, thereby amplifying the effect of market fluctuations on your deposited funds. This effect can lead to significant gains but may also result in substantial losses.

If market movements cause your margin level to decrease, you may be required to deposit additional funds to maintain your position; otherwise, we have the right to liquidate your holdings. In extreme cases, you may lose your entire initial margin as well as any additional funds deposited. We reserve the right to forcibly close positions that fail to meet margin requirements without prior notice.

We reserve the right to modify leverage ratios at any time, including increasing or decreasing leverage, which may affect your trading costs and risk exposure. Please refer to our announcements or website updates for the latest information.

(b) Option Transactions

We currently do not offer foreign exchange option trading.

(c) Trading in Transactions in Leveraged Financial Instruments is Speculative

Leveraged trading and contracts are subject to price fluctuations influenced by various factors, including but not limited to interest rate changes, balance of payments changes, domestic and international inflation rates, international trade restrictions, currency devaluation, and revaluation. In certain circumstances, the market may experience significant disruptions due to economic or political events, making it difficult for the market to respond appropriately to the risks involved.



(d) Electronic Trading Facilities

Most electronic trading systems rely on computer-supported platforms for order input, execution, settlement, registration, or clearing of trades. However, these systems can be disrupted or temporarily unavailable due to technical failures, which can impact your ability to execute trades. Your trading losses may be exacerbated by system limitations set by system providers, markets, exchanges, or clearinghouses.

(e) Electronic Trading

You will trade through our electronic trading system. The operation of electronic trading systems is different from that of open markets and may differ from other electronic trading systems. If you use an automated trading system, you should be aware of the risks associated with such systems, including the possibility that trade orders may fail to execute due to system malfunctions, delays in execution, or other factors.

(f) Commissions, fees and other charges

Before you begin trading, you should fully understand all applicable fees and charges, including commissions, costs, spreads, and other applicable fees. These charges may affect your final trading profits or exacerbate your trading losses.

(g) Risk-reducing and entry Order strategies

Certain types of orders, such as stop-loss orders, stop-limit orders, limit buy orders, or limit sell orders, are designed to reduce risk. However, market conditions may prevent these orders from being executed. Additionally, certain strategies (such as "spread" hedging or "straddle" trading) can be as risky as straightforward long or short positions. When market prices reach preset levels, these orders may turn into market orders, and the final execution price may differ from the expected price.

(h) Suspension or restriction of trading and pricing relationships

Market conditions (such as liquidity) or the operation of specific market rules (e.g., trading suspension, price limits, or circuit breakers) may make it difficult or even impossible to execute trades or hedge positions. Furthermore, the normal price relationship between underlying securities and traded securities may no longer exist, which can further affect the accuracy of market pricing.



(i) Deposited cash and property

You should fully understand the protection mechanisms for the funds you deposit, especially in the event of our bankruptcy or that of a third party, as you may face potential risks. In certain jurisdictions, the funds you deposit may not be protected under specific laws, and may not be treated as separate assets but instead combined with our own capital. Furthermore, the trades and contracts you enter into with us may not be protected by the same safeguards as exchange-traded contracts. If bankruptcy occurs, your assets may not be prioritized for protection, which could impact your ability to recover funds. In some cases, your funds may be kept separate from our operational funds but may still not be fully protected against all risks in the event of bankruptcy.

(j) Currency risks

The profit and loss of leveraged transactions and contracts (whether conducted in your local market or another jurisdiction) will be affected by fluctuations in exchange rates. If the currency units of a position need to be exchanged into another currency, it may impact the final trading results.

(k) Transactions in other jurisdictions

Trading in markets in other jurisdictions, including those linked to the local market, may expose you to additional risks. These markets may be subject to different regulatory standards, and their investor protection levels may be lower. Before trading, you should familiarize yourself with the local market rules applicable to the specific transaction or contract. Your local regulatory authority may not be able to enforce the market rules or regulations of other jurisdictions. Therefore, before engaging in such transactions, you should confirm whether your local jurisdiction and the relevant markets apply to your trading activities.

(l) Quoting and Execution Errors

If quoting or execution errors occur (which may include, but are not limited to, incorrect quotes, order errors, quotes not matching fair market prices, data input errors, abnormal quotes or transaction prices, third-party system or communication failures, etc.), we are not responsible for any account balance losses resulting from such errors.

Trading orders must be executed within the time allowed by the market, and the system must have enough time to calculate and update margin requirements. Otherwise, it may affect the order execution or cause the transaction to fail. Depending on market conditions, the executed order price may differ from the original price. Regardless of order type or whether additional margin (Margin Call) is involved, we are not responsible for any losses, canceled transactions, or changes in account positions caused by this.



In the event of quoting or execution errors, we reserve the right to make necessary corrections or adjustments unilaterally, and we hold the final decision-making authority. All disputes related to such errors will be solely determined by us, and we will not be liable for any responsibility or damages. Such decisions are not subject to objection or further discussion.

In addition, if any abnormality, error, or technical failure on the part of liquidity providers, market makers, or any third-party quotation providers results in the execution price of a client's transaction deviating significantly from the fair market price, or affects the accuracy of the closing price, the Company reserves the right to adjust, amend, or modify such transaction or closing price. Such adjustments shall be made with the principle of maintaining market fairness and protecting the client's legitimate trading interests, and shall be based on the Company's reasonable judgment of the price most closely reflecting the fair market value. The client agrees that the Company's final decision shall be binding on both parties.

#### (m) Off-Exchange Transactions

The transactions and contracts you engage in with us may involve over-the-counter (OTC) transactions rather than exchange market transactions. These transactions lack standardized valuation rules and market settlement procedures, and market participants may not be subject to strict financial requirements, increasing counterparty risk. In addition, OTC transactions may introduce extra uncertainty, such as difficulty in closing positions, difficulty in market price assessment, and difficulty in determining fair transaction value. The regulatory framework applicable to these transactions may differ from that of exchange markets or may even be completely unregulated. Therefore, before entering into such transactions, you should fully understand the relevant legal regulations and risks and carefully assess whether they align with your investment goals and risk tolerance.

61.3 Before engaging in trading, please be aware of the following points to ensure that you understand the potential risks and the way the market operates:

- (a) We reserve the right to close part or all of your open positions to collect any fees or amounts you owe. Even if your margin is fully lost, you are still obligated to pay any relevant fees to us in a timely manner.
- (b) If any underlying financial instrument becomes untradeable for any reason (including but not limited to bankruptcy, management decisions, etc.), we reserve the right to close all open or pending positions at the last quoted price provided by our liquidity provider.

- (c) We do not guarantee the execution of any trade orders. Whether for entry or stop-loss orders, there is no assurance that the trade will be executed at the order price you have set. All limit buy orders ("Entry Stops") and stop-limit orders ("Stops") will be executed at the first or best available market price after being triggered, which may not match your preset price.
- (d) If our liquidity provider is unable to provide liquidity, your order may experience execution delays or may not be executed at all. Additionally, the size of the order may affect the speed of execution. Please note that each order should be entered only once; otherwise, you may accidentally open unnecessary positions.
- (e) While using our online trading platform, you may encounter system errors due to hardware or software failures. System failures may cause your orders not to be executed as instructed, result in account balance errors, price deviations, or even failure to execute trades. We are not responsible for any account errors arising from such issues and reserve the right to make necessary corrections or adjustments to the relevant accounts.
- (f) Leveraged financial instrument trading does not guarantee profits, nor does it ensure that your trades or contracts will yield favorable results.
- (g) Although the forex, commodity, and index markets tend to have higher liquidity compared to other financial and trading markets, market conditions may sometimes cause difficulty in order execution or prevent orders, including "limit orders" (such as "stop-loss orders" or "take-profit orders"), from being executed at the set price. Therefore, even if the loss may be limited by the agreement's cap, significant losses could still occur within a short time.
- (h) In certain cases, depositing additional margin is not a mandatory requirement. However, we reserve the right to unilaterally close your positions when your account balance falls below the minimum margin requirement, without your consent.
- (i) Under abnormal market conditions, the prices of Contracts for Difference (CFDs) may fluctuate rapidly due to uncontrollable events, which neither you nor we can control. These conditions may partially or entirely limit your trading ability.
- (j) Our online trading platform does not support negative prices for financial instruments. If the price of any financial instrument drops to 0 or lower, our system will automatically begin closing all open positions at the current market price.

- (k) The risk information provided in this document does not cover all the risks involved in leveraged trading and does not include other important factors related to such trading. Therefore, before starting trading, you should thoroughly understand the specific details of this type of trading or seek professional advice.
- (l) Positions held by traders remain unchanged during market holidays. However, during weekends, the trading system may settle funds based on the current market liquidity and pricing mechanisms, which will reflect in your account balance. This settlement does not affect your position status but may involve overnight interest or other adjustments. Additionally, we reserve the right to hedge some or all of the contracts during the weekend based on market conditions. This operation may be executed shortly after the market reopens and could impact your position price.

Market liquidity tends to be lower during weekends, and price fluctuations may be larger, leading to a significant difference between the opening price and the Friday closing price. You cannot modify orders during this period, so stop-loss orders may experience slippage, and we are not responsible for this.

- (m) Using online trading technology may involve inherent risks, including but not limited to repeated instructions, price delays, inaccurate information provided, and trading abnormalities caused by network connection issues. The prices displayed on the trading platform are indicative quotes for executable prices, which may differ from the actual execution price of orders. Additionally, our trading platform relies on public communication networks for message transmission. We are not responsible for delays in quotes or failure to execute trades due to issues with your network connection (e.g., poor internet quality, network latency, weak mobile data or Wi-Fi signal, or problems with telecommunications or internet service providers) or other technical obstacles. Also, some online trading platform features may not be available on all devices or network environments.

## 62. Further Representations, Warranties and Covenants

62.1 Trading Identity and Financial Suitability: You declare and guarantee that you are the principal and ultimate beneficiary of all trades (not acting as an agent), and that no other individuals or institutions have interests in your account. Regardless of how regulatory bodies classify contract types, you understand and accept the risks associated with leveraged financial instruments (including over-the-counter market instruments) and ensure that such investments are suitable for you. Additionally, you confirm that you have sufficient financial capacity to bear any significant losses that may arise from your trades or contracts.



62.2 Source of Funds and Legality: You guarantee that the funds used for trading or investing do not involve any illegal activities, including but not limited to: drug trafficking, kidnapping, terrorism financing, or any other unlawful acts; any money laundering or fraudulent activities as may be determined by regulatory bodies. If we suspect your involvement in such activities, we have the right to take the following actions:

- (a) Immediately terminate your access to the online trading platform and may freeze or close your account;
- (b) We are under no obligation to refund any funds in your account unless required by regulatory authorities;
- (c) Restrict your access to our website, services, or accounts;
- (d) We may provide your information to regulatory bodies, law enforcement agencies, banks, payment providers, etc., to assist in the investigation of illegal activities and request your cooperation in the relevant investigations;

62.3 Trading Behavior and Obligations:

- (a) Comply with applicable laws, rules, and regulations to ensure that trading activities are in compliance;
- (b) Immediately notify us of any events that may affect the trade, such as default or potential default;
- (c) Do not place false or misleading orders or instruct the execution of transactions that may violate the law;
- (d) Maintain integrity in trading to ensure compliance with market standards and conduct codes;
- (e) Provide any necessary information related to the trade, as requested by us, to demonstrate compliance.

62.4 Specific Occupational Restrictions: If you are an employee or contractor of a financial institution or financial services company, and your company has internal policies or regulatory restrictions on personal trading, you must proactively notify us. We reserve the right to request confirmation from your compliance department to ensure that your account activities comply with relevant regulations.

62.5 You shall not use our bid/ask quotations for any non-trading purposes, nor shall you redistribute them to any third party or use them for commercial purposes.



62.6 The foregoing representations and warranties shall automatically apply upon the execution of each transaction, contract, or order and shall remain in full force and effect throughout the duration of the business relationship.

## 63. Information Disclosure

63.1 Neither party shall disclose any information relating to the business, investments, financial affairs, or other confidential matters of the other party, whether obtained in the course of performing its duties or otherwise acquired. Each party shall take all reasonable measures to prevent such information from being disclosed. However, this clause shall not apply where disclosure is required by applicable law, legislative or regulatory authorities, other persons or entities legally entitled to request such disclosure, or where necessary for the performance of obligations under this clause.

63.2 By accepting these Terms and Conditions, you authorize us to disclose your relevant information to the appropriate authorities in accordance with applicable laws, rules, regulations, or regulatory requirements (including applicable market rules), without prior notice to you.

63.3 By accepting these Terms and Conditions, you authorize us to share the personal information you have provided with our affiliates for the purposes of providing trading advice, facilitating trading activities, and offering sales and market information. Furthermore, we may disclose your information to third-party entities conducting client analysis on our behalf, as well as to any trading counterparties or introducing brokers for the purposes of conducting due diligence and approving your account application.

## 64. FATCA

64.1 The Company, its affiliates, and service providers may collect, store, and process information obtained from clients or disclose such information to governmental authorities in accordance with the Foreign Account Tax Compliance Act (FATCA) or other applicable laws, rules, and regulations, as required under this Agreement and in connection with transactions, including information-sharing arrangements. The Client acknowledges that the transmission of such information may involve jurisdictions that do not have strict data protection, privacy, or banking secrecy laws. The Client shall ensure that neither they nor any individual acting on their behalf discloses any information relating to the Company, its affiliates, or service providers to any third party without proper authorization or consent. Furthermore, if a third party requires access to such information, the Client shall authorize such third party and provide the necessary consents or waivers to enable the Company, its affiliates, and service providers to lawfully collect, store, process, and disclose such information.



64.2 By accepting these Terms and Conditions, you authorize us to disclose information directly or indirectly to relevant tax authorities or third parties authorized to conduct corporate tax reviews. Such information may be obtained from you or generated in connection with this Agreement and transactions. Additionally, if the Company holds any other information related to your account, it may further disclose such information to tax authorities as necessary.

## 65. Common Reporting Standards (CRS)

65.1 The Common Reporting Standard (CRS) requires the automatic annual exchange of financial account information between participating jurisdictions. Financial institutions, including the Company, are required to submit relevant information to local tax authorities, which will then transmit such information to the appropriate foreign tax authorities.

65.2 In order to comply with CRS requirements, the Company, its affiliates, and service providers may collect, store, and process information obtained from clients or disclose such information to governmental authorities in accordance with CRS or other applicable laws, rules, and regulations, as required under this Agreement and in connection with transactions, including information-sharing arrangements. The Client acknowledges that the transmission of such information may involve jurisdictions that do not have strict data protection, privacy, or banking secrecy laws. The Client shall ensure that neither they nor any individual acting on their behalf discloses any information relating to the Company, its affiliates, or service providers to any third party without proper authorization or consent. Furthermore, if a third party requires access to such information, the Client shall authorize such third party and provide the necessary consents or waivers to enable the Company, its affiliates, and service providers to lawfully collect, store, process, and disclose such information.

65.3 By accepting these Terms and Conditions, you authorize us to directly or indirectly disclose information to relevant tax authorities or third parties authorized to conduct corporate tax reviews. Such information may be obtained from you or generated in connection with this Agreement and transactions. Additionally, if the Company holds any other information related to your account, it may further disclose such information to tax authorities as necessary.

65.4 By accepting these Terms and Conditions, you confirm that the Company holds accurate, up-to-date, and complete information regarding your tax residency status.

65.5 You undertake to notify the Company within 30 days of any change that affects your tax residency status or renders any previously provided information inaccurate or incomplete.



## 66. Regulatory Matters

66.1 Nothing in this Agreement shall be construed as limiting or exempting the Company from its obligations under the applicable regulatory framework, relevant laws, rules, and regulations.

66.2 The Company may, at its sole discretion, take any actions it deems necessary to ensure compliance with applicable regulatory rules or any relevant laws, rules, and regulations. Such actions shall be binding upon you and shall not impose any liability on us or any of our affiliates.

66.3 You expressly acknowledge and agree to cooperate with us and any applicable regulatory authorities, upon receiving reasonable notice from us, to ensure compliance with regulatory requirements related to this Agreement.

## 67. Tax Implications

67.1 We do not provide any tax advice in relation to any services. You should consult an independent personal tax advisor (such as a professional financial advisor, accountant, or legal counsel) to understand the potential tax implications of our services.

67.2 You further understand, acknowledge, and agree that the Company generally does not collect taxes on behalf of any authority in any form or manner. You are solely responsible for any tax implications arising from your trading activities or the use of our online trading platform.

67.3 In addition to the foregoing, you are responsible for calculating and paying all taxes applicable to you in your country of residence or any other jurisdiction, arising from your trading activities or use of our services.

67.4 Without prejudice to your sole responsibility for tax payments, you agree that we may, in accordance with applicable laws, withhold any relevant taxes and deduct the corresponding amount from your trading account to fulfill tax obligations. Furthermore, we reserve the right, where legally required, to deduct any taxes from your account or to require you to pay or reimburse us for such amounts, and you shall not have any right to object.

67.5 If applicable laws or regulations require us to withhold any amounts, thereby obligating us to withhold and remit taxes on transactions related to your account or our services, we shall have the right to deduct such amounts from your account or require you to pay or reimburse us for the withheld taxes.



## 68. Privacy and Data Protection

68.1 You acknowledge and agree that by signing this Agreement, opening a trading account, and using our online trading facilities, you are providing us with your personal data in accordance with the requirements of the General Data Protection Regulation (GDPR 679/2016) or any other applicable data protection laws and regulations. You consent to our processing of such data for the purpose of fulfilling our legal obligations, performing our contractual duties, and managing our business relationship with you. You understand and agree that your personal data may be transferred to regions outside the European Economic Area (EEA). You consent to our processing and disclosure of such information in accordance with applicable laws, relevant regulations, this Agreement, and our Privacy Policy as published on our website.

68.2 We act as the data controller as defined under all applicable personal data protection regulations. For further details regarding our data protection policies, the legal basis for processing, and the purposes of data usage, please refer to our Privacy Policy. You are advised to carefully review its terms before submitting your trading account application.

68.3 You have the right, in accordance with applicable personal data protection regulations, to access the personal data we hold about you and to request relevant information upon submission of a request. For details regarding your specific rights and the procedures for exercising them, please refer to our Privacy Policy.

68.4 You acknowledge and agree that we may collect, use, and disclose your personal data, including personal data voluntarily provided by you, for the following purposes:

- (a) Assessing and processing your trading account application;
- (b) Performing our contractual obligations under this Agreement;
- (c) Managing, processing the daily business activities and transactions related to your trading account;
- (d) Compiling statistical analyses of online trading facility access pages;
- (e) Monitoring and analyzing our business operations;
- (f) Conducting fraud and anti-money laundering prevention to ensure legal and regulatory compliance;
- (g) Developing marketing strategies and researching new products and services;
- (h) Providing services as stipulated under this Agreement;
- (i) Processing other lawful purposes related to client data.



If you choose not to provide personal data, we may be unable to provide our services to you in accordance with applicable laws and regulations or grant you access to our online trading facilities.

68.5 We do not collect or request disclosure of special categories of personal data (such as racial or ethnic origin, religious beliefs, political opinions, etc.). If you choose to provide such sensitive data to us, it shall be deemed that you have consented to its processing for the specific purpose for which you provided it, unless you notify us otherwise in writing.

68.6 Most of the information we collect is provided directly by you. You may submit such information by completing electronic forms (including but not limited to the account application forms available on our online trading facility) and voluntarily providing any required documents. Additionally, information is collected when you conduct transactions on our system, contact us, or respond to promotional activities. We may also collect certain data indirectly, such as your Internet Protocol (IP) address, software and hardware details, access sources, and cookie data. Cookies are small text files set by websites that can be sent to and stored on your device. Cookies help enhance your browsing experience and the functionality of our online trading facility. We may use cookies to track website activity, analyze user behavior, and ensure that advertisements and promotional campaigns direct users to our online trading facility. Additionally, cookies may be used to integrate other products and/or services to improve the user experience. Please note that the information we collect and store through cookies is anonymous and does not contain personally identifiable data.

68.7 We collect, retain, and use the information you provide in compliance with applicable data protection and anti-money laundering regulations and solely for the purposes for which the data is collected. You agree that we may rely on, store, and process your information to fulfill our obligations under this Agreement, including but not limited to: Verifying your identity to comply with legal requirements, managing our relationship with you and administering your account, communicating with you periodically, restoring access privileges, evaluating your application, conducting risk assessments, complying with regulatory obligations and developing and analyzing our products and services.

Furthermore, the information you provide enables us to enhance our services, improve your browsing experience, and inform you about other products, services, or promotional offers that may be of interest to you. If you choose to close your account, we will retain your information solely to comply with regulatory requirements and may occasionally contact you regarding account reactivation options.



68.8 You acknowledge and agree that, in order to provide services to you, we may need to transfer your personal data to third-party service providers located outside the European Economic Area (“EEA”), and you consent to such transfers. We shall ensure that such transfers comply with applicable laws and require the recipient to adhere to applicable data protection standards. In accordance with Article 46 of the General Data Protection Regulation (GDPR), we shall implement appropriate safeguards, including but not limited to:

- (a) Standard Contractual Clauses (SCCs);
- (b) Binding Corporate Rules (BCRs);
- (c) EU-U.S. Data Privacy Framework (DPF); or
- (d) Other applicable legal mechanisms.

Pursuant to the foregoing, your personal data may be processed by employees located outside the EEA who work for us or for our service providers. Such employees may be engaged in, among other activities, fulfilling your requests, processing payment details, and providing support services. By submitting your personal data, you consent to its transfer, storage, and processing. We shall take all reasonable and necessary measures to ensure that your data is treated securely and in accordance with this Privacy Policy.

68.9 We, or our affiliated entities, shall not disclose your personal data to any third party except in the following circumstances:

- (a) Where disclosure is required or authorized by applicable laws, regulations, or rules;
- (b) Where disclosure is necessary for public interest as required by applicable laws;
- (c) Where disclosure is required for our legitimate business interests; or
- (d) Where you have requested or consented to such disclosure.

Furthermore, we shall not disclose any information regarding our clients (whether active or inactive) to any unauthorized non-affiliated third party except under the following conditions:



(a) Sharing information with affiliated entities

For business purposes, including but not limited to: managing customer accounts, providing purchased products and services, or facilitating participation in transactions with us or our affiliates, where permitted by applicable law. Additionally, our affiliated entities include subsidiaries that we own or that own us, as well as jointly held enterprises. The information shared with these affiliated entities may include your name, address, transaction records, and account details. Our affiliated entities will protect your information under the same standards outlined in these terms and our privacy policy.

(b) Sharing Information with Third Parties

We shall not disclose your personal data to third parties except as provided in this Agreement. However, we may share your information with non-affiliated entities to support your account operations or assist in processing your transactions and agreements. This may include institutions providing professional, legal, or accounting advice, or agencies conducting credit assessments on our behalf. Additionally, we may share information with non-affiliated entities that assist us in providing services, provided that such entities maintain the confidentiality of the data and use it solely for the specified service duration.

If you explicitly consent or instruct us, we may disclose your personal data to third parties as authorized by you. We commit not to sell your personal data.

(c) Legal Disclosures

Under limited circumstances, we may disclose your personal data to third parties as required by applicable laws, regulations, and rules, or as mandated by the jurisdiction in which we provide services. For instance, we may provide information to regulatory or law enforcement agencies to comply with subpoenas or other formal requests, or when necessary to protect our rights or property. Unless otherwise stipulated, we shall not use your personal data for any purpose other than as originally specified at the time of data collection or as otherwise permitted by you.

We, our affiliated entities, or third-party service providers may disclose your personal data to individuals assisting in the provision of our services, or in cases where we, our affiliated entities, or third-party service providers transfer some or all our rights and obligations under this Agreement to an authorized transferee. Additionally, we, our affiliated entities, or third-party service providers may disclose information to credit reference agencies or other organizations for credit decision-making, fraud prevention, or risk control purposes.



68.10 You agree that we or our appointed agents may conduct credit and identity verification checks on our behalf, including anti-money laundering (AML) checks, regulatory compliance reporting, and fraud prevention screenings. We may also request necessary or disclosable information from your bank or any credit reference agencies and assess the information obtained. You understand and agree that we may share your personal data with any third parties mentioned in this clause, and that such third parties may provide this information to other institutions involved in credit referencing, fraud prevention, or similar purposes.

68.11 By submitting the application form, you agree to be bound by the terms and conditions and privacy policy published on our website, as updated from time to time. We may use your information to contact you regarding our products and services or to communicate with you about other products or services we believe may be of interest to you. Furthermore, you agree that we may use your personal data to provide the services you have applied for, and we may retain your data for up to five (5) years after your account is closed to comply with our regulatory obligations.

68.12 Any telephone conversations, emails, online chats, meetings, or other forms of communication between you and us, our affiliated entities, and/or third-party service providers may be recorded and/or retained by us or third-party service providers for security purposes, compliance with applicable laws, rules, and regulations, training purposes, or to improve the quality of our services. Any such recordings shall be our property and may be used as evidence in legal, regulatory, or other proceedings before courts, regulatory bodies, or other government agencies, or to resolve disputes between you and us. However, due to technical reasons, we may not be able to record all calls, conversations, records, or transactions, nor can we guarantee that all recordings will be preserved in accordance with our usual practices. Therefore, you should not rely solely on these recordings as a reference.

68.13 We protect your information using data security technologies such as firewalls and data encryption. We use SSL encryption technology to secure certain information you submit. Such technology prevents unauthorized third parties from intercepting your information during transmission. We are committed to ensuring that our online trading platform and other systems comply with industry standards. Additionally, we implement other security measures such as firewalls, authentication systems (e.g., passwords and personal identification numbers), and access control mechanisms to prevent unauthorized access to systems and data. Furthermore, we require you to use your personal access credentials (personal username and password) each time you access your account. Access to information is restricted to senior management and/or employees who need such access based on business necessity.



68.14 We reserve the right to revise, modify, and/or amend this Privacy Policy at any time. In the event of material changes to the Privacy Policy, we will publish the updated version on our online trading platform and will make reasonable efforts to notify you, including but not limited to posting a notice on our website or sending an email notification. You should review our Privacy Policy periodically to stay informed of the latest terms. Your continued use of our services constitutes your acceptance of such changes.

68.15 If you have any questions about our Privacy Policy, please contact our Data Protection Officer at [support@mega-fusion.com](mailto:support@mega-fusion.com). Please ensure that you provide your full name and account number so that we can verify your identity and process your request.

68.16 We use "Cookies" or "IP Address Tracking Devices" to manage our online trading platform, store passwords and usernames, monitor access to our online trading platform, and track and facilitate users' personalized navigation of the platform. Cookies are data stored on your hard drive and are used to record your usage of our online trading platform. IP addresses may be linked to your personal data to obtain transaction patterns and behavioral data by tracking these addresses. Your access to our online trading platform is subject to your acceptance of the use of "Cookies" and "IP Address Tracking Devices" as described in this clause. By accepting these terms, you acknowledge and understand the broad use of Cookies and IP Address Tracking Devices and their intended purposes.

68.17 You acknowledge and accept that any services provided through our online trading platform involve data transmission over the internet, which may be subject to unauthorized third-party access risks. We do not assume responsibility for the confidentiality or integrity of your data and cannot guarantee that your data will not be accessed or disclosed without authorization during transmission via the online trading platform. Furthermore, you understand and accept that using any network may expose you to risks such as unauthorized programs, hacking activities, erroneous transmissions, data misuse, or software failures. The security measures implemented by us, our affiliated entities, and/or third-party service providers are designed to mitigate these risks but cannot entirely eliminate them. You further acknowledge that the transmission of data via our online trading platform cannot be guaranteed to be completely confidential, and we shall not be liable for any breaches or damages arising from such risks.



## Chapter 10: Complaint Handling Policy

### 69. Complaints

69.1 At Mega, we are committed to providing prompt, helpful, and constructive responses to effectively address every complaint. We value customer feedback, whether it is an acknowledgment of our performance or areas that require improvement. To this end, we have established an efficient and transparent complaint-handling procedure to ensure that complaints from both existing and potential customers are addressed promptly, and appropriate actions are taken to resolve issues in compliance with applicable laws, rules, and/or regulations. We view every piece of feedback as an opportunity to enhance our service quality; therefore, we highly prioritize customer input and use it as a basis for improvement.

69.2 All complaints must be submitted through our online customer service or internal referral process within three (3) business days of the event giving rise to the complaint. If you fail to raise an objection within the aforementioned three (3) business days, it will be deemed that you have confirmed and accepted the event.

69.3 If you wish to formally submit a complaint, you may do so by emailing our Complaints Officer at [support@mega-fusion.com](mailto:support@mega-fusion.com), including the following required information to ensure the complaint is handled in the most effective and fair manner. The required information includes, but is not limited to:

- (a) Account Number/User ID;
- (b) Customer's Full Name;
- (c) Customer's Contact Information; (Phone/Mobile/Email)
- (d) Customer's Address Details;
- (e) Details of the Complaint; (including the time, date, and representative involved)
- (f) Nature and Content of the Complaint;
- (g) Requested Remedy;
- (h) Supporting Documents or Other Evidence. (including an initial written response to the allegation, if applicable)



69.4 Upon confirmation of receipt of your formal complaint, we will take the necessary steps to investigate the complaint. Regardless of whether the investigation is completed, we will respond within five (5) business days and will remain in contact with you throughout the process.

69.5 We will make every effort to resolve the issue within thirty (30) business days of receiving the formal complaint. Additionally, we will complete the resolution process within ten (10) business days after providing you with a response or a remedial measure (if applicable), unless otherwise required by applicable laws or regulatory requirements.



# Chapter 11: Indemnification and Limitation of Liability

## 70. Risk of Loss; Limitation of Liability

70.1 You may choose at your own discretion whether to conduct transactions using our online trading platform. This platform should not be relied upon as the primary basis for your investment decisions. All investment and trading decisions are made solely at your own discretion and risk. We and any affiliated entities assume no responsibility for assessing the suitability or feasibility of your transactions and have no obligation to provide investment advisory or fiduciary services.

70.2 Without prejudice to other provisions of this Agreement, our online trading platform is provided on an "as is" basis. Neither we, our affiliates, nor any third-party service providers make any representations or warranties regarding:

- (a) The availability, continuity, accuracy, or completeness of the online trading platform;
- (b) The results that you or any other person may obtain from using the platform;
- (c) The accuracy, quality, reliability, security, completeness, performance, timeliness, pricing, or continuous availability of any third-party content accessed through the platform. Furthermore, we, our affiliates, or any third-party service providers shall not be liable for any failures in connectivity or communication services, including but not limited to interruptions caused by your or your authorized representatives' access to the platform.

70.3 Without prejudice to other provisions of this Agreement, neither we nor our affiliates shall be liable for any losses, damages, costs, or expenses, whether directly or indirectly caused by negligence, breach of contract, misrepresentation, or any other reason. Unless otherwise required by applicable law, and only in cases where such losses are directly caused by our or our affiliates' gross negligence, willful misconduct, or fraud, we shall not bear any liability.



Specifically, we shall not be responsible for any special, indirect, or consequential damages (including but not limited to loss of profits or loss of business opportunities) arising from:

- (a) Transactions or contracts executed by your authorized representatives under this Agreement (including cases where we refuse to execute a transaction or contract);
- (b) Any reasonably foreseeable consequences;
- (c) Actions or omissions directly attributable to us or our affiliates.

Furthermore, we and our affiliates shall not be liable for any losses or damages that were not a reasonably foreseeable consequence of our breach.

70.4 You understand and agree that:

- (a) Any market information or third-party recommendations provided to you or your authorized representatives do not constitute our investment advice or an offer to enter into a contract;
- (b) Any market information or recommendations may originate from third-party sources, and we do not guarantee their accuracy or completeness;
- (c) We are not responsible for any decisions or losses incurred by you or your authorized representatives as a result of relying on such information;
- (d) We are not liable for any losses arising from third-party transactions, technical errors, network delays, or equipment failures.

70.5 As we have no control over the speed, routing, or reliability of the internet, neither we nor our affiliates shall be responsible for any communication errors, transaction delays, or other impacts caused by internet connectivity issues or equipment failures.

70.6 We are not obligated to proactively contact you or provide recommendations for appropriate actions in response to changes in market conditions, including but not limited to market disruptions. You acknowledge and agree that the leveraged derivatives market is highly speculative and volatile. Therefore, after executing any transaction, it is your sole responsibility to manage and maintain communication with us and to monitor your trading positions to ensure that you can be contacted in a timely manner when further action is required. If we are unable to reach you, we shall not be liable for any resulting losses or damages.



70.7 Without prejudice to other provisions of this Agreement, neither we nor our affiliates shall be liable for any losses arising from:

- (a) Actions or omissions of any partners, business introducers, authorized representatives, or other third parties acting on your behalf;
- (b) Losses resulting from changes in market conditions, whether or not they affect a specific transaction.

70.8 No provision of this Agreement shall exclude or limit any statutory rights or liabilities that cannot be excluded or limited by law or regulatory authorities. However, without prejudice to other provisions of this Agreement, neither we nor our affiliates shall be liable for any losses arising from force majeure events (including but not limited to war, acts of terrorism, strikes, or changes in government regulations) or the failure of third-party entities (such as brokers, clearing houses, or trading markets) to fulfill their obligations, unless otherwise required by applicable law or regulatory authorities.

## 71. Disclaimer

71.1 Without prejudice to other provisions of this Agreement, we do not provide any express or implied warranties regarding the online trading platform, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The online trading platform is provided on an "as is" basis, and we shall not be responsible for any costs or damages directly or indirectly arising from your access to or use of the platform. You are responsible for evaluating the accuracy, completeness, and usefulness of all information, opinions, products, services, goods, and other materials obtained through the platform or the internet. We do not guarantee that any defects or errors will be corrected.

71.2 We do not guarantee that the online trading platform will meet your requirements or that it will operate uninterrupted, timely, secure, or error-free. We also do not guarantee that the results obtained through the platform will be accurate or reliable, or that any products, services, information, or other materials obtained through the platform will meet your expectations.



## 72. Disclaimer and Limitation of Liability

72.1 Our obligations under this Agreement do not constitute personal liability for our directors, senior management, shareholders, partners, employees, affiliates, agents, representatives, third-party service providers, and/or any related parties.

72.2 To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, or consequential damages (including but not limited to loss of profits, trading losses, or damages, inconvenience, or delays caused by the use or inability to use the online trading platform and third-party content). This disclaimer applies even if such damages were foreseeable or we were advised of the possibility of such damages.

72.3 Unless otherwise required by law, we shall not be liable for any losses caused by events beyond our direct control, including but not limited to electronic or mechanical equipment failure, communication link disruptions (such as telephone or internet), unauthorized access, viruses, hacking, operational errors, service interruptions, extreme weather conditions (such as floods, earthquakes, or other natural disasters), war, riots, acts of terrorism, strikes, labor disputes, or other government actions.

72.4 Any liability arising under this Agreement shall be limited to the revenue generated under this Agreement. Under no circumstances shall our liability exceed the total revenue generated under this Agreement in the six months preceding the event. This limitation of liability applies even if we have been advised of the possibility of such damages or if the limited remedies provided in this Agreement fail to achieve their essential purpose.

## 73. Indemnification

73.1 As a condition of using the online trading platform, you agree to indemnify and hold harmless us, our affiliates, and third-party service providers from any claims, losses, liabilities, or expenses (including reasonable attorney fees) arising from your or your authorized representatives' breach of this Agreement (including negligence or misconduct) or use of the platform.

73.2 If you breach this Agreement, make any misrepresentation, or if we incur costs in protecting our rights—including but not limited to debts, losses, damages, reasonable attorney fees, taxes, duties, and fines—you shall pay the required amount upon our request to settle any outstanding account obligations.

73.3 You shall be responsible for all orders submitted through the online trading platform and shall fully pay any fees incurred from transaction and contract settlements.



73.4 If we or our related personnel (including directors, officers, shareholders, partners, employees, agents, and third-party service providers) suffer claims, losses, or related expenses (including reasonable attorney fees) due to any of the following circumstances, you shall provide legal defense and bear the costs:

Errors in instructions provided by an authorized person, resulting in actual damages;

Execution of transactions based on instructions from an authorized person (or instructions reasonably believed to be from an authorized person), leading to third-party claims or other losses.

## 74. Independent Investigation

74.1 You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently assessed the advantages, disadvantages, and risks of using the online trading platform and engaging in transactions and contracts. Your decision has been made without reliance on any information, advice, or guidance provided by the online trading platform or us. You understand and agree that we have made no representations, warranties, or statements and have provided no guarantees that contradict the contents of this Agreement.

74.2 You have independently assessed the laws applicable to you and confirmed that your activities comply with local legal requirements. You represent and warrant that you may participate in transactions and contracts on the online trading platform in accordance with local laws and regulations without violating any applicable laws or rules.



## Chapter 12: Default

### 75. Default

An event of default ("Event of Default") shall be deemed to have occurred upon the occurrence of any of the following events:

(a) Payment or Delivery Default

The failure by you to make any payment due under this Agreement by the due date, to deliver any asset (including but not limited to currency, financial instruments, or other consideration), or to fulfill any other obligation under this Agreement, where such default continues beyond the permissible period prescribed by applicable market regulations and a default notice has been issued by us.

(b) Failure to Settle Transactions

Your failure to fulfill any payment or delivery obligations arising from a transaction or contract (including but not limited to transactions conducted through intermediaries).

(c) Deterioration of Financial Condition

Your failure to pay any due debt, or a determination that your financial condition indicates an inability to meet due debts (including insolvency, inability to pay debts as they fall due, or negative net assets), or your classification as insolvent under applicable bankruptcy or insolvency laws.

(d) Bankruptcy, Liquidation, or Restructuring Proceedings

- The failure to pay any debt upon its due date without remedy within a reasonable period;
- The initiation of enforcement, seizure, or asset freezing proceedings against you by any law enforcement authority, court, or regulatory body;
- Your voluntary application for bankruptcy, liquidation, restructuring, or debt reorganization;
- The filing of a bankruptcy, liquidation, or restructuring petition against you by a third party, which is not dismissed within five (5) business days.
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(e) Legal or Regulatory Intervention

- Regulatory authorities, courts, or governmental agencies imposing regulatory, restrictive, or punitive measures preventing you from fulfilling contractual obligations;
- Your trading activities being subject to investigation or freezing by regulatory authorities, courts, or governmental agencies;
- Regulatory changes rendering your transactions or contracts unenforceable.

(f) Misrepresentation

You make any materially false, inaccurate, or misleading statement, representation, or warranty in the information provided to us, which may affect your contractual obligations.

(g) Breach of Agreement

Your violation of any term, condition, or obligation under this Agreement, where such violation is not remedied within the time frame reasonably required by us.

(h) Credit Rating Downgrade

A downgrade of your credit rating by any authorized agency to a level that adversely affects your ability to perform your obligations.

(i) Insufficient Collateral

Your failure to provide, supplement, or maintain sufficient collateral (including margin and margin top-up obligations) as required, or the depreciation of collateral value due to market fluctuations, where you fail to restore the required amount within the prescribed time frame.

(j) Regulatory Restriction on Trading

Any restriction imposed by regulatory, governmental, or judicial authorities on your trading activities that affects your ability to perform obligations under this Agreement.



(k) Merger or Change of Control

- Your engagement in corporate restructuring, mergers, or asset transfers resulting in a change of control;
- A third party acquiring control over you in a manner affecting your ability to perform obligations.

(l) Counterparty Default

Any default by you or a counterparty under any agreement or obligation, where such default may affect the performance of obligations under this Agreement.

(m) Breach of Other Agreements

Your breach of any agreement entered into with us or any financial institution, where such breach impacts transactions under this Agreement.

(n) Improper Trading Conduct

Your engagement in activities that violate market rules, involve unfair trading, market manipulation, or other unlawful conduct.

(o) Significant Legal Liabilities

Your involvement in significant legal proceedings, claims, fines, or enforcement actions affecting your ability to perform obligations.

(p) Appointment of a Bankruptcy Administrator or Receiver

The appointment of a bankruptcy administrator, liquidator, regulatory overseer, or special administrator over you by a court, regulatory authority, or other competent body.

(q) Fraud or Misconduct

Your involvement in fraud, money laundering, terrorist financing, sanctions evasion, or other unlawful activities.

(r) Significant Asset Changes

Your sale, transfer, or disposal of significant assets in a manner that affects your ability to perform obligations.



(s) Invalidity or Illegality of Transactions

A determination by any competent authority or court that this Agreement or any related transaction is invalid, unenforceable, or unlawful.

(t) Regulatory Requirements Mandating Termination of Transactions

Regulatory changes rendering your contracts, transactions, payments, or deliveries unenforceable.

(u) Material Adverse Change in Transaction Fundamentals

Any material change in market conditions, trading terms, or other fundamental factors upon which you rely, affecting your ability to perform obligations.

(v) Market Intervention or Forced Liquidation

A requirement by market regulators or exchanges to intervene in your trading activities, including forced liquidation, trading suspension, or transaction restrictions.

(w) Invalidity of Credit Support Documents

The invalidation or unenforceability of any credit support document related to you (e.g., guarantees, margin agreements).

(x) Failure to Perform Credit Support Obligations

Your failure to provide or maintain required collateral, margin, or fulfill credit support obligations.

(y) Non-Compliance with Trading Regulations

Your trading activities failing to comply with applicable market rules, laws, or regulatory requirements.

(z) Mandatory Legal Termination of Transactions

A requirement by regulatory authorities or law to terminate transactions or contracts under this Agreement.

75.2 If the customer's trading volume within five minutes before or after the news release accounts for 50% or more of their total trading volume, such behavior shall be considered an event of default and shall be subject to the violation management provisions of this Agreement. The company may impose penalties in accordance with the standards specified in Article 51 of this Agreement and handle the event of default in accordance with the provisions of Article 79.



## 76. Rights Upon Default

76.1 In the event of an Event of Default, we shall have the right, at our sole discretion and without prejudice to any other rights under this Agreement, to take any of the following actions:

- (a) Sell, pledge, or otherwise dispose of all or part of your collateral, assets, or property in any manner we deem appropriate, whether such assets are held, controlled, or maintained by us as security from time to time;
- (b) Purchase any securities, investments, or other property that we deem necessary to fulfill your obligations under any transaction and/or contract; in such cases, you shall reimburse us for the purchase price and all related costs and expenses;
- (c) Close out, replace, or rescind any transaction and/or contract, including buying, selling, borrowing, or lending any transaction and/or contract, or electing not to engage in any transaction; such actions may be taken at such times, in such manner, and on such terms as we deem appropriate, to mitigate or eliminate any losses or liabilities we may face in connection with your transactions, contracts, positions, or commitments;
- (d) Deliver any collateral, investments, or property to any third party or take any other actions we deem necessary or appropriate to settle any transaction and/or contract;
- (e) Require you to immediately settle such transactions and/or contracts and execute any foreign exchange transactions at exchange rates and times determined at our sole discretion to fulfill your obligations under the transactions and/or contracts;
- (f) Debit or credit any portion of any asset amount to or from any of your accounts;
- (g) In the event we do not return the investment to you, we may pay you an amount equivalent to the fair market value of such investment at the time of exercising such rights; and/or
- (h) Take any other actions we deem appropriate, including but not limited to fully restricting your access to our online trading platform, blocking and/or revoking your access credentials, or terminating your account.



76.2 You hereby authorize us to take any of the foregoing actions without prior notice to you and agree that we shall not be held liable for any consequences arising therefrom, even if such actions result in adverse outcomes due to our negligence. In such cases, you shall cooperate in providing all necessary documents and taking reasonable actions to assist us in preserving and enforcing our rights under this Agreement or in taking other necessary measures as we may reasonably require to ensure the proper fulfillment of rights and obligations between you and us.

76.3 If we exercise our rights through the sale of your collateral or property, we shall apply the proceeds of such sale to discharge any outstanding obligations owed by you.

76.4 In addition to any other rights provided under this Agreement, we shall have the sole discretion, at any time and without prior notice to you, to consolidate or unify all of your accounts and to set off balances across any such accounts to offset any outstanding liabilities owed by you to us.

76.5 The rights set forth in this section shall be additional to, and shall not limit or exclude, any other rights we may have, whether under this Agreement, at law, or otherwise.

76.6 In the event of termination and liquidation pursuant to this section, we shall have the right to terminate and liquidate any outstanding transactions in accordance with the terms of this section.



## Chapter 13: Termination of Client Relationship and Liquidation of Accounts

### 77. Termination of Client Relationship

77.1 Without prejudice to any other provisions of this Agreement, including but not limited to those related to Events of Default, the client relationship under this Agreement shall remain in effect until terminated by either party.

77.2 Unless otherwise required by applicable laws, rules, or regulations, either party may terminate this Agreement (and the relationship between us) by providing the other party with at least seven (7) business days prior written notice.

77.3 If you materially breach or fail to perform any provision of this Agreement, or if an Event of Default occurs (except in cases of force majeure), we may immediately terminate this Agreement.

77.4 If all of your accounts become inactive in accordance with our dormancy and archiving policy, we shall terminate this Agreement.



## Chapter 14: Miscellaneous Provisions

### 78. Assignment of Rights and Obligations

78.1 The terms, conditions, and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto, as well as their affiliates, successors, and permitted assigns.

78.2 We shall have the right to assign our rights and interests under this Agreement to any affiliate or subsidiary within our corporate group without obtaining your prior consent.

78.3 You shall not assign, transfer, or otherwise dispose of any of your rights, obligations, or interests under this Agreement without our prior written consent. Any attempted assignment without such consent shall be deemed null and void.

78.4 If we consent to your assignment of any rights or obligations under this Agreement, you shall remain jointly and severally liable with the assignee for the assignee's performance of all obligations hereunder.

### 79. Time is of the essence

Time shall be of the essence with respect to all your obligations under this Agreement, including but not limited to those related to any transactions or contracts.

### 80. Notices

80.1 You must ensure that we are always able to contact you via telephone, email, or internal correspondence.

80.2 Unless otherwise stipulated in this Agreement, all notices, statements, demands, and other communications issued under this Agreement shall be made in writing and shall be deemed validly delivered if sent by any of the following methods:

- (a) By DHL, FedEx, UPS, or any other internationally recognized courier service;
- (b) By airmail or facsimile transmission, with a fax confirmation receipt;
- (c) By email, with appropriate follow-up communication to confirm receipt where necessary.

80.3 If a notice, statement, demand, or other communication is delivered in person, it shall be deemed effectively delivered when personally delivered to the address specified in this Agreement and shall take effect upon such delivery.



80.4 If a notice, statement, demand, or other communication is sent by email, it shall be deemed effectively delivered and shall take effect under the following conditions:

- (a) Upon successful transmission of the email, provided that the transmission occurs on a Business Day (if sent on a non-Business Day, it shall be deemed delivered on the next Business Day);
- (b) If the recipient notifies the sender that the email was unreadable or incompletely received, such notice shall not be deemed delivered.

80.5 Any notice or other communication delivered in writing, whether by personal delivery, courier, internal correspondence, registered mail, or email, shall be deemed effectively delivered and shall take effect under the following circumstances:

- (a) If delivered by personal delivery or courier service, upon receipt by the recipient or on the date of delivery;
- (b) If delivered via internal notice, upon receipt by the recipient;
- (c) If sent by registered mail or an equivalent method, upon the date of mailing;
- (d) If sent by email, upon successful transmission, unless there is evidence indicating a different delivery or receipt date.

80.6 If the delivery date of a notice or communication falls on a non-Business Day or occurs after the close of business hours on a Business Day, it shall be deemed effectively delivered on the next Business Day.

80.7 The parties agree that any summons, complaints, or other legal process documents may be served on the other party by registered mail, personal delivery, or any other appropriate method, to the address specified in this Agreement.

## 81. Governing Law and Jurisdiction

81.1 This Agreement shall be governed by and construed in accordance with the laws of South Africa, subject to the dispute resolution provisions set forth herein. You hereby irrevocably agree that we shall have the exclusive right to submit any dispute arising out of or in connection with this Agreement to the courts of South Africa and to initiate legal proceedings accordingly.

81.2 Nothing in this clause shall limit our or any counterparty's right to bring proceedings against you in any other court of competent jurisdiction, nor shall it preclude the possibility of initiating proceedings in multiple jurisdictions, whether concurrently or consecutively, provided that such actions do not contravene the laws of the relevant jurisdiction.



## 82. Contract Language

82.1 This Agreement, along with all other agreements and/or documents executed pursuant to or in connection with this Agreement, shall be drafted and interpreted in English. In the event this Agreement is translated into any language other than English, the English version shall prevail and be legally binding in the event of any inconsistency or discrepancy.

## 83. Force Majeure

83.1 We shall not be deemed in breach of this Agreement, nor shall we be liable for any loss or expense incurred by you, if the performance of this Agreement is wholly or partially prevented, interrupted, or delayed due to a force majeure event, including but not limited to: natural disasters, fire, war, civil unrest, labor disputes, governmental actions or disputes, acts of any government, supranational organization, regulatory or clearing authority; market disruptions, failures in communication systems (regardless of cause), failures of computer equipment, or any other failure or delay by trading markets or other third-party entities (whether similar to the foregoing events or not).

83.2 If we reasonably determine that a force majeure event has occurred or is about to occur, we shall notify you as soon as practicable and shall have full discretion to take any actions we deem necessary or appropriate to safeguard the interests of both parties. In such circumstances, we, along with our directors, officers, employees, agents, or advisors, shall not be held liable for any losses, failures, obstacles, or delays arising from the performance or non-performance of this Agreement.

## 84. Waiver

84.1 The failure or delay by either party to exercise any right or remedy under this Agreement shall not constitute a waiver of such right or remedy. Similarly, the single or partial exercise of any right or remedy shall not preclude the further exercise of that right or remedy, nor the exercise of any other rights or remedies.

84.2 Failure by either party to enforce any provision of this Agreement shall not affect the validity of this Agreement or any part thereof, nor shall it prejudice that party's right to require future performance of such provision or any other provision of this Agreement.

84.3 Any waiver granted by us shall only be effective if provided in writing.



## 85. Cumulative Remedies

All remedies available to either party under this Agreement in the event of a breach shall be cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of that remedy to the exclusion of other available remedies.

## 86. Exclusion of Third-Party Rights

86.1 Unless expressly stated otherwise in this Agreement, this Agreement is made solely for the benefit of the parties hereto and their successors, assigns, and designated or intended affiliates.

86.2 No other person shall have any right to make claims or bring legal action against either party based on this Agreement, nor shall this Agreement be construed as creating obligations or liabilities to any third party.

86.3 If any provision of this Agreement is interpreted as granting rights or benefits to an affiliate, such affiliate shall be deemed an intended beneficiary of this Agreement and shall be responsible for fulfilling its obligations under the terms and conditions set forth herein.

## 87. Independent Contractors

87.1 Nothing in this Agreement or the performance of services by either party shall be construed as creating a partnership, joint venture, or other similar relationship between the parties. You are an independent contractor in all matters related to this Agreement and shall not be considered our employee, agent, or representative. As an independent contractor, you shall be solely responsible for the payment of all taxes, withholdings, and other statutory or contractual payments.

87.2 You shall not enter into any agreement or contract on our behalf, nor shall you attempt to bind us to any obligation.

## 88. Counterparts

This Agreement may be executed in multiple counterparts, each of which, when duly executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same agreement. In any legal proceedings, the submission of a single executed counterpart shall be sufficient proof of the existence of this Agreement without the need to produce all executed counterparts.



## 89. Survival

The following provisions of this Agreement shall survive the expiration or termination of this Agreement for any reason:

- (a) Representations, warranties, and covenants;
- (b) Fiduciary duties;
- (c) Confidentiality obligations;
- (d) Acknowledgments;
- (e) Liabilities and obligations;
- (f) The provisions set forth in Chapters 11, 12, 13, and 14 of this Agreement.