Mohicans Markets

CLIENT AGREEMENT

Version: 2.0
Effective date: 07/07/2026
Supersedes: Version 1.0

These Terms and Conditions are part of the agreement between Mohicans Markets (referred to herein as “MH Markets” or “The Firm” or “we” or “our”), and you the Client (each referred to herein as a “Client” or “you”). MH Markets is licensed in Mauritius as Investment Dealer (Full Service Dealer excluding Underwriting) and is allowed to carry out the activities of acting as an intermediary in the execution of securities transactions for clients, trading in securities as principal with the intention of reselling these securities to the public, giving investment advice which is ancillary to the normal course of business activities, and managing portfolios of clients.
You must read this Agreement carefully, the Terms and Conditions govern our dealings. It is important that Client knows the applicable jurisdiction for the account and/or services the Client is signing for. By signing this agreement, the Client agrees to have fully read and to have fully understood the contents of this Agreement including any updates and the contents of the company website and of the risks pertaining to the account and the transactions as well as the governing local laws. The links to the applicable laws are accessible via the company website. The client further declares to be an experienced and well-informed trader who is aware of the risks and implications of entering into this agreement and registering into this account and the risks associated with the results of each action taken and all the transactions.

You undertake and warrant to us that any information provided to us and will provide in the future, are all accurate and that you will immediately inform us in writing of any material change to that information. You warrant that copies of documents you have provided and are providing to MH Markets via e-mail, mail, and/ or uploaded through our online system are valid and true copies of originals.

A) TERMS AND CONDITIONS

1) THE SERVICES WE PROVIDE

The Firm’s agreement with the Client consists of several documents that can be accessed through the Firm's website, Trading Platform, or upon request. The Firm may amend and update this Agreement by notifying the Client. Both MH Markets and the Client enter into contracts as principal. You shall be responsible for performing your obligations under every transaction with us, whether you are dealing as a principal through an agent, or as an agent for other people, you shall indemnify us in respect of all liabilities, losses, or costs of any kind or nature that may be incurred as a direct or indirect result of any failure by you to perform any such obligation.

All other terms and conditions that you may try to introduce under any order, confirmation of the order, or similar transactions are excluded and are still subject to these terms. Services provided may be from third parties, including our affiliates who may act as agents for us. You further agree that your data will be shared with the affiliates to facilitate the processing of your registration and to proceed with your transactions.

The services may involve margin trading where the Client is required to deposit cash to secure the performance of the Client's obligations under the contract. You acknowledge, recognize, and understand that all transactions are subject to and following the relevant Market Rules prevalent from time to time. You acknowledge that Market Rules may contain wide powers in an emergency or otherwise undesirable situation.

We may amend, suspend and/or terminate any or all of the services at any time for any valid reason. Where reasonably practicable we will give advance notice of this but this may not always be possible and/or practical for business reasons.

2) EXECUTION

MH Markets does not make or give investment advice, trading or market recommendations, trading advice or instructions to you. Dealings with the Client will be carried out by the Firm on an execution-only basis which is based on the licensed activity in the particular jurisdiction. The client agrees to check on the company website for the latest updates on jurisdictions and licenses and the authorized activities per jurisdiction applicable to the client's account and transactions.

By signing the Agreement, it should not be taken as the Firm's recommendation or advice but your own decision to proceed with the account, to trade, and to transact as an experienced Client/ Trader.

3) CREDIT

Details of any credit arrangement that may be available to you shall be set out in and shall be subject to such terms and conditions and limits as may be agreed in separate correspondence. Your credit limit should be no more than the total amount you are prepared to and can afford to lose. If any Contracts exceed the credit or any other limit placed upon your dealings, we may bring to an end all or any of the contracts pursuant to Term 4 to bring your liability back within the credit limit. We may at our absolute discretion extend additional credit to you if you fail to meet a margin call, but the availability and suitability of such credit will depend upon the outcome of our reassessment of your financial circumstances.

4) MARGINING ARRANGEMENTS

The client shall pay to MH Markets on demand:

I. Fund as initial margin or variation margin required by MH Markets.
II. Such sums of money as may from time to time be due to MH Markets under a contract and such sums as may be required in or towards clearance of any debit.
III. Such sums of money as MH Markets may from time to time require as security for the Client's obligations to MH Markets. You may be required to make margin payments sufficient to meet the amount which, when a movement adverse to your contract has taken place, you would lose on the contract if it were brought to an end based on our current quotation for the contract concerned. Our determination of the current market value and the amount of additional and/or variation margin shall be conclusive and shall not be challenged by you. The call for margin or extra margin will be made by any available means (telephone, fax, or e-mail) per your registered contact details. If made by e-mail, it will be to your designated e-mail address and it will not in that case be confirmed by telephone or or letter, save in exceptional circumstances and then only in our absolute discretion.

Please note that we do not accept payments made in respect of funding your account by a third party. Funds will not be transferred from your account to any third-party account.

MH Markets may close all open positions without prior notice. If you fail to provide the amount required in relation to margin, deposit, or in respect of any transaction.

MH Markets may adjust all leverage of Margin Trade without prior notice. If you meet a special/extreme marketing situation.

5) CHARGES AND COMMISSIONS

The commission is agreed prior to signing the Agreement, which will be shown on the statement. Commission rates shall be those prevailing at the time. Commissions and charges may be changed from time to time without prior notice to you. We may have soft commission agreements in place. It is our policy to affect these where they are commercially efficient in accordance with market practice. It is your responsibility to make yourself aware of the latest commissions, charges, and other costs that we will apply as a result of your Transaction/s.

6) ROLLOVER/ SWAP

No interest will be credited in respect of any monies held on the client's account or for margin payments. A fee will be charged or credited to your account depending on the nature of your open positions, the related agreement, and the rates or fees prevailing in that agreement. When you open a position, we will calculate the amount of interest that would be earned on the money necessary to take out the relevant position in the underlying investment, at a rate notified to you in writing. While your Contract position remains open, the amount of fees/ swap will be calculated and will accrue on a daily basis.

In cases of a swap-free account, in case of an event of default, we may close all your Open Positions in your Trading Account and deduct or add a penalty (to the swap and/or any profit amount) for all Transactions made in the account(s) and decline your requests for exemption from any swaps. You will trade only with the applicable Instruments on the Website and per the relevant jurisdiction's applicable instruments and, any swap-free charge available on the Website or per Terms & Conditions will apply.

We reserve the right to change the swap-free charge, amend the applicable Instruments and/or discontinue the swap-free account without issuing any notice to you.

7) POSITION LIMIT

MH Markets reserves the right to limit the number of positions which may be opened or maintained by you in your account to decline any additional orders after the limit has been exceeded, and to liquidate all or part of the surpassed positions thereafter.

8) EXCLUSION OF LIABILITY

No claim shall be made against MH Markets or any of the Firm's associated companies or any of the Firm's employees to recover any loss or damage which you may suffer or may incur due to the Firm carrying out its obligations under this agreement provided that such loss or damage does not arise from the negligence or willful default of MH Markets, its associates or employees.

9) AUTHORISATION AND OTHER COMMUNICATIONS

Except where you expressly instruct us otherwise, we shall be entitled to rely on and act in accordance with any instructions, requests, and notices (whether or not in the writ and howsoever communicated) given or purported to be given by any individual or person who purports to be or is reasonably believed by us to be an agent, attorney or otherwise authorized by you. We may in our absolute discretion and without explanation to you refuse to act upon any instruction, particularly if we believe that it may not be practical or acting on the instruction would, in our opinion infringe any law, rule, regulation, or condition of this agreement or, in the case of instructions received from an agent if we reasonably believe that such agent may be acting in excess of his authority.

Additional dealing procedures may be provided by us to you from time to time none of which form part of this agreement.

If at any time you are unable for whatever reason, to communicate with us, we shall not be responsible for any loss, damage, or cost caused to you by any act, error, delay, or omission resulting therefrom where such loss, damage or cost is a result of your inability to enter into a transaction, and except where your inability to instruct us or communicate with us results from our fraud, willful default or gross negligence, be responsible for any loss, damage or cost caused to you by any act error or omission or delay resulting therefrom including without limitation, where such loss, damage or cost is a result of your inability to close a transaction.

You acknowledge and agree that any instruction and communication transmitted by you or on your behalf via your registered contact details is made at your risk and you authorize us to rely and act on, and treat as fully authorized and binding upon you, any instruction (whether or not in written) which we believe in good faith to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you.

You agree that we may record all your telephone conversations with us. This includes the use of recordings or transcripts from such recordings for any purpose, including, but not limited to, their use as evidence by either party in any dispute between you and the Firm.

10) CHANGES IN TERMS

These terms and conditions are subject to change at any time by giving written notice. Such change(s) will become effective on a date specified in the notice which will be at least 10 days after the date on which the notice is deemed to be received by you. No such change will affect any legal rights or obligations that may previously have accrued to or been incurred by you or us.

11) STOP AND LIMIT ORDERS

We may in our absolute discretion accept an instruction (a “stop order” or “limit order”) from you to open or close any orders. When our quote in respect of the relevant investment, or (as the case may be) an underlying market quotation relating thereto, reaches or goes beyond a level specified by you. You may specify that such an instruction is to apply for a limited duration or for an indefinite period (a “Good Till Cancelled” or “GTC” order). If we accept a Stop or Limit Order then, when the level of our current quote or (as the case may be) the relevant market quotation relating thereto reaches or goes beyond the level of your Stop or Limit Order, provided that the conditions in this paragraph are satisfied your instruction will be executed automatically at the level of your Stop or Limit Order. You acknowledge that where the underlying market is moving rapidly our quote may have gone beyond the level of your Stop or Limit Order by the time your order is executed.

Limit Order by the time your order is executed. You may with our prior consent (and such consent will not be unreasonably withheld) cancel or amend the level of Stop or Limit Order at any time before our quote or the relevant market quotation reaches or goes beyond the relevant level. However, once the level has been reached you may not cancel or amend the level of order. If you enter into any Contract and place a Stop or Limit Order which, when executed, would be capable of closing or partly closing such Contract and you subsequently instruct us to close that Contract, or any part of it prior to the level of the Stop or Limit Order being reached, it is your responsibility to cancel the Stop or Limit Order if you do not want the order to remain valid. If you close your original Contract and fail to cancel the Stop or Limit Order we shall be entitled in our absolute discretion to treat the Stop or Limit Order as an instruction to enter into a new Contract for you once our quote or (as the case may be) the relevant market quotation reaches or goes beyond the level of the Stop or Limit Order.

The conditions referred to in this paragraph are as follows:

- When you instruct us to close part but not all of an order, the part of the Contract trade that you instruct us to close and the part that would remain open if we carried out your instruction must not be smaller than the minimum size restrictions per trade, or according to notification from the Firm and/ or as updated by the Firm from time to time;
- In the event of Force Majeure events/ situations, the Firm will make commercially reasonable efforts to resume operations and may notify the Client by phone or in writing of the occurrence of such an event. However, the Firm shall not be held liable for any loss, expense, cost, or liability (including consequential loss) suffered or incurred by the Client as a result of circumstances beyond our reasonable control;
- When you instruct us to open a trade, you must not have committed a material default;
- The telephone or internet conversation in which you instruct us to open or close the trade must not be terminated or changed as a result of circumstances beyond our reasonable control before we have confirmed that your instruction has been executed by us;any confirmation on execution of the transaction

- You should have sufficient margins or credits when sending orders or opening a trade. The transaction must not result in your exceeding any credit or other limit placed upon your dealing;
- The firm deals with your transaction on a real-time processing of orders/trades. Our dealing team will only accept orders during market or trading hours. The instruction must be given to us during trading hours for the investment in respect of which you instruct us to open or close the Contract.

12) SINGLE AGREEMENT

Each Contract and all other transactions entered into between the Firm and the Client shall be subject to this agreement and constitute a single agreement between the Firm and you, as the Client.

13) STATEMENTS

Monthly statements of your account shall be sent to your registered e-mail. Please ensure that you verify the contents of each document received from the Firm. Such documents shall, in the absence of manifest error be conclusive unless you notify us in writing to the contrary within three working days of receiving such documents.

14) TERMINATION

This agreement shall continue and be in effect until terminated by either party. MH Markets may, at its sole discretion and at any time, terminate this agreement, with such termination taking effect on the date on which termination notice has been given and payments made to the Client. The Client may terminate this agreement by giving written notice which will be effective upon receipt of the notice or, if it is received or deemed to be received on a day which is not a business day then the first business day thereafter. Termination will not affect any legal rights or obligations that may have accrued. In termination, we will liquidate any outstanding Contracts. The balance in your account at termination shall be repaid to you by T/T remittance not later than four working days after the agreement terminates. We may also terminate this Agreement and close your Account immediately where we identify, suspect or reasonably determine that you have engaged in Prohibited Trading Behaviour, market abuse, fraud, platform misuse or any other conduct described in Clause 23.

15) NOTICES

Any written notice, instruction, demand, acknowledgment, or request to be given hereunder or any Contract shall be in writing and (unless delivered personally) shall be given by e-mail or first class pre-paid post (airmail if sent internationally) and be addressed in our case to our address or e-mail address and in your case to the address or email address we have on your record. If you or we wish to change the address for communication, we shall each give to the other no less than five days' notice in writing of the change desired. Notices addressed as provided above shall be deemed to have been duly given when dispatched (in the case of e-mail, when delivered (in the case of personal delivery), two (2) days after posting (in the case of letters sent in the same country), or five (5) days after posting (in the case of letters sent internationally), provided that notices to the Firm shall be effective only upon actual receipt as confirmed by the Firm. In each of the above cases, any notice received on a non-working day or after business hours in the country of receipt shall be deemed to be given on the next following working day in such country.

16) GOVERNING LAWS

The terms of this client agreement, and the rights and obligations of the clients hereto, shall be governed by, construed, and enforced in all respects by the local laws. Clients, in order to induce MH Markets to accept these terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree that any judicial, administrative action or proceeding, including, but not limited to, arbitration arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Client or MH Markets, shall be held, at the sole discretion of MH Markets. Clients consents and submits to, and waives any and all objections Client may have to such venue, and further agrees to waive and forego any right Client may have to transfer or change the venue of any action or proceeding encompassed hereby.

17) RISK DISCLOSURE

You should not deal in these products or engage in any of these services unless you understand the nature and the exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position and risk profile. Different instruments involve different levels of exposure to risk, and in deciding whether to trade in such instruments you should be aware of the following factors concerning trading the derivatives products in MH Markets. You further declare that you are fully aware of the risks and that you are a well-informed and experienced trader.

A. FUTURES

Transactions in futures involve the obligation to make or take delivery of the underlying asset of the contract at a future date, or in some cases to settle your position with cash. They carry a high degree of risk. The “gearing” or “leverage” often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small market movement can lead to a proportionally much larger movement in the value of your investment, and this can work against you as well as for you. Futures transactions have a contingent liability and you should be aware of the implications of this, in particular the margining requirements.

B. CONTRACTS FOR DIFFERENCE

Futures and Options contracts can also be referred to as contracts for difference. These can be options and/or futures on the FTSE 100 index or any other index or share, commodity, or currency. However, unlike other futures and options, these contracts can only be settled in cash. Investing in contracts for difference carries the same risks as investing in a future or an option and you should be aware of these risks. Transactions in contracts for difference may also have a contingent liability and you should be aware of the implications of this.

18) INTERNET TRADING

- You acknowledge that the internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond our control;
- Trading on the Internet is not instantaneous and several seconds may elapse between the time when you give your order to the Firm via the Internet and the time when it is received by the Firm, in which time the market may have moved and your order may be implemented at a different value from that when you initiated the order on the system
- We reserve the right not to execute an order until it has been received or acknowledged as being received by the Firm
- We shall not be responsible for any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given or any other communications being made via e-mail or via the internet.
- You will solely be responsible for all orders and for the accuracy of all information sent via the Internet using your name or personal identification number;
- You further acknowledge and agree that there are risks of misunderstandings or errors in any communication and that such risks shall be absolutely borne by you;
- You acknowledge and agree that it shall not usually be possible to cancel an instruction after it has been given;

- The time shown by our electronic logging system and the information contained on our server shall be conclusive between us as to the exact time of receipt of any messages or order and as to the accuracy of the information.

19) FORCE MAJEURE EVENTS

We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a “Force Majeure Event”). A Force Majeure Event shall include, but is not limited to, the following:

- Any act, event, or occurrence (including without limitation any strike, riot or civil commotion, hostilities, foreign intervention, governmental actions, natural disaster, Act of God, an interruption of power supply or electronic or communication equipment failure) which, in our opinion, prevents us from maintaining an orderly market in one or more of the investments in respect of which we ordinarily deal in Contracts;
- The suspension or closure of any market or the abandonment or failure of any event upon which we base, or to which we in any way relate our quote, or the imposition of limits or special or unusual terms on the trading in any such market or any such event;
- The occurrence of any excessive movement in the level of any Contract and/or the underlying market or our anticipation (acting reasonably) of the occurrence of such movements.

If we determine that a Force Majeure Event exists we may in our absolute discretion without notice and at any time take one or more of the following steps:

- Increase your deposit requirements;
- Close any or all of your open Contracts at such closing level as it is reasonably appropriate;
- Suspend or modify the application of all or any of the terms of this agreement to the extent that the Force Majeure Event makes it impossible or impractical for us to comply with the term or terms in question;
- Alter the latest trading for a particular Contract.
- Take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having reviewed our position, your position, and the positions of the other clients.

MH Markets shall not be liable to the Client for any claims, losses, damage, costs, and expenses, including lawyers' fees, arising directly or indirectly out of such events.

20) ENTRY INTO FORCE

This Agreement shall not be deemed accepted by MH Markets and shall not become a binding contract between the Client and MH Markets until the Agreement and the Client Account Application, including all relevant annexes, have been completed and executed by the Client and received and accepted by MH Markets, a notice whereof shall be given to the Client.

21) RISK WARNING & DISCLAIMER

The facilities we provide are available only to experienced investors with sufficient financial resources to trade in our investment products. The following statements are intended to make you aware of and disclose to you the potential risk and loss in respect to the trading on the financial markets. You must familiarize yourself with the nature of CFD trading, the terminology used and the procedures involved before you enter into any contract. Our rolling spot contracts and CFDs are based on highly leveraged margin trading; as with any derivative instrument, such contracts carry a very high degree of risk, and trading such instruments may expose the investor to substantial losses as well as gains. The gearing and leverage that is obtainable with CFDs trading means that you only need to place a small deposit to commence trading with us although this small deposit may result in large losses or large gains. You must consider that if the market moves against you, you may sustain a total loss greater than the funds deposited. It is your responsibility to ensure that you are fully aware all these risks before enter into any contract.

If you have any questions about this Agreement or the nature and suitability of the services we provide, please contact us before commencing any activity on your account. We will assume that, on commencement of business, you are satisfied with all terms relating to your facility with us, and that you have fully understood and accepted the terms. We will assess your application from the information available to us and in particular the responses you have given in completing the Client Information Sheet; if you are accepted as a client it will be on such a basis. Accordingly, we will

classify you as a private client. You should not proceed with this arrangement unless you have carefully considered that it is appropriate for you and are satisfied with these terms. Investors should note that to protect their interests, we may set zero-stop orders where no client order has been placed to minimize losses. In this event, clients cannot lose more than their initial commitment.

22) CONFLICTS OF INTEREST

We provide herewith a summary of the policy we maintain in order to manage conflicts of interest with respect of the duties we owe to our clients.

GENERAL

A conflict of interest can arise between MH Markets and you as a Client or between your interests and those of another client of ours. We aim to establish maintain and operate effective organizational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of our clients.

OUR POLICY

We aim to keep a record of the kinds of activity we carry on in which a material conflict could arise or has arisen, and, in doing so we take account of the activities of other members of our group of companies. We also maintain procedures to maintain appropriate independence between members of our staff who are involved in different activities, for example, through the operation of information barriers, the segregation of duties and responsibilities, and maintenance of a policy of independence which requires our staff, when providing services to a client, to act in the best interests of the client and to disregard any conflicts of interest; and, in some circumstances declining to act for a client or potential client.

DISCLOSURE: GENERAL

Where our arrangements to manage conflicts are not or cannot be sufficient to be reasonably confident that risks of damage to a Client's interest will be prevented, we aim to disclose the general nature and/or sources of conflicts before carrying on business for the client. This is to allow the client to consider whether to ask for more information and whether to continue with the service; we do not aim to provide detailed, highly specific, or comprehensive information.

GIFT AND HOSPITALITY

We do not prohibit our staff from receiving small gifts and minor hospitality from our business partners but only where in the opinion of a director or senior manager it is at a level that is not lavish or excessive and only where it will not impair our duty to act in the best interests of our clients or other legal or regulatory obligations.

23) Prohibited Trading Behaviour, Market Abuse and Platform Misuse

1. General obligation

You must use our services, trading platform, systems, pricing, execution facilities, promotions, account features and trading conditions fairly, lawfully and in good faith. You must not engage in any trading behaviour, strategy, pattern, instruction, account activity or system use which, in our reasonable opinion, is abusive, manipulative, fraudulent, unlawful, disruptive, misleading or inconsistent with normal and genuine trading activity.

You must not use our services or trading platform for the purpose of exploiting pricing errors, latency, low-liquidity conditions, market dislocations, promotional terms, rebates, swaps, leverage, negative balance protection, execution mechanics, platform functionality or any other operational or commercial feature in a manner which gives you an unfair or artificial advantage.

2. Prohibited trading behaviour

Without limitation, prohibited trading behaviour includes:

a. trading intended to exploit low liquidity, thin pricing, widened spreads, market dislocation or abnormal pricing at market open, market close, rollover, session breaks, news releases, weekends, public holidays or other illiquid periods;

b. abusive scalping, latency arbitrage, quote arbitrage, price-feed arbitrage, sniping, off-market price trading or trading based on delayed, stale, incorrect or manifestly erroneous prices;

c. trading intended to manipulate, distort, create, maintain or benefit from artificial prices, artificial volumes, disorderly market conditions or misleading market signals;

d. using bonus, cashback, credit, rebate, loyalty, referral, commission, swap-free, negative balance protection or promotional arrangements in a manner which is abusive, artificial, coordinated or inconsistent with genuine trading activity;

e. weekend gap trading, rollover trading, swap abuse or interest / carry exploitation where the strategy is designed primarily to exploit an operational or pricing feature rather than take genuine market risk;

f. opening, maintaining, accessing, controlling, coordinating or benefiting from multiple accounts in a manner intended to circumvent limits, restrictions, onboarding controls, margin requirements, leverage rules, bonus rules, trading conditions, monitoring controls or other requirements;

g. coordinated trading, opposite-direction trading, internal hedging, wash trading, matched trading, mirror trading or other arrangements across one or more accounts, whether held by you, connected persons, nominees, affiliates, introducers, agents or other clients;

h. excessive leverage use, margin abuse, account structuring or trading designed to create or exploit negative balances, credit exposure, liquidation mechanics or platform safeguards;

i. unauthorised use of automated systems, bots, scripts, algorithms, artificial intelligence tools, crawlers, scrapers, reverse engineering, API abuse or any software or device intended to overload, interfere with, manipulate, bypass, or exploit our platform, systems, pricing or execution;

j. simultaneous or suspicious multi-account access, geographically inconsistent logins, use of VPNs, proxies, anonymising tools, shared devices, shared IPs, collocated IPs, remote access tools or other technical indicators which, in our reasonable opinion, suggest account control by unauthorised persons, coordinated activity, identity misuse, fraud or circumvention of our controls;

k. submitting false, misleading, incomplete or inconsistent information during onboarding, trading, funding, withdrawal, promotion participation or investigation;

l. any insider dealing, market manipulation, market abuse, fraud, deceptive conduct, unlawful conduct or conduct that may cause us, our affiliates, liquidity providers, execution venues, banks, payment providers, regulators, exchanges or other clients to suffer loss, liability, regulatory concern, operational disruption or reputational harm.

The examples above are not exhaustive. We may treat any similar or related behaviour as prohibited where, in our reasonable opinion, the behaviour is abusive, artificial, manipulative, fraudulent, disruptive, unlawful or inconsistent with genuine trading activity.

3. Connected accounts and associated activity

For the purpose of this clause, we may treat accounts as connected or associated where they share or appear to share common ownership, control, funding sources, devices, IP addresses, login patterns, trading strategies, beneficiaries, payment instruments, introducers, agents, affiliates, contact details, documents, wallet addresses, bank accounts or any other relevant operational, technical, commercial or behavioural indicator.

We may assess your activity individually or together with the activity of any connected or associated accounts.

4. Monitoring and investigation

You acknowledge and agree that we may monitor, review, investigate and analyse account activity, trading patterns, logins, devices, IP addresses, funding and withdrawal behaviour, order flow, execution history, communications and any other relevant information for the purpose of detecting prohibited trading behaviour, market abuse, fraud, system misuse, regulatory breaches or breach of this Agreement.

Where we identify, suspect or reasonably determine that prohibited behaviour has occurred or may occur, we may request information, documents, explanations, evidence of account ownership, source of funds, trading rationale, device ownership, beneficiary relationship or any other information we reasonably require. You must provide such information promptly and in the form requested.

We are not required to disclose the full details of our monitoring systems, detection logic, risk indicators, internal controls, third-party reports, suspicious activity analysis or reasons for taking action where disclosure may prejudice an investigation, breach legal or regulatory obligations, compromise our controls, or expose us, our clients, affiliates, liquidity providers, payment providers or other third parties to risk.

5. Actions we may take

If we identify, suspect or reasonably determine that you have engaged in prohibited trading behaviour, market abuse, fraud, platform misuse, breach of this Agreement or any conduct giving rise to legal, regulatory, operational, financial or reputational risk, we may, without prior notice where we consider it necessary or appropriate:

a. reject, delay, cancel, amend, suspend, manually review or refuse any order, instruction, transaction, deposit, withdrawal, transfer, rebate, bonus, credit, promotion, account request or platform access;

b. restrict, suspend, disable or terminate access to the trading platform, account, wallet, portal, API, pricing, execution, bonus, rebate, swap-free, leverage, credit or other account features;

c. place your account on manual execution, manual pricing, manual withdrawal review, reduced leverage, reduced limits, restricted trading, close-only mode or any other risk-control setting;

d. cancel, correct, re-price, reverse, adjust or treat as void any transaction, trade, order, contract, credit, bonus, rebate, commission, swap, fee, account entry or profit/loss amount which, in our reasonable opinion, arose from or was affected by prohibited behaviour, manifest error, off-market pricing, latency, system malfunction, abuse, fraud, manipulation or breach of this Agreement;

e. withhold, reverse, deduct, claw back or forfeit any bonus, rebate, cashback, commission, credit, promotion, artificial profit or benefit obtained directly or indirectly from prohibited behaviour;

f. close any or all open positions at the prevailing price, a corrected price or such other price as we reasonably determine to be fair and appropriate in the circumstances;

g. combine, consolidate, review or link accounts which we reasonably consider to be connected, associated or under common control;

h. set off amounts owed by you to us or our affiliates against any amounts held in any account with us or, where legally permissible, any connected account;

i. refuse to open further accounts for you or any connected person;

j. terminate this Agreement, close your account and offboard you immediately;

k. report the matter to any regulator, exchange, liquidity provider, payment provider, bank, law enforcement agency, financial intelligence unit or other competent authority where required or permitted by applicable law, regulation, market rules or our internal policies.

Our rights under this clause are cumulative and are in addition to any other rights we may have under this Agreement, applicable law, regulation, market rules or otherwise.

6. Withdrawal restrictions and account offboarding

Where your account is under review or where we identify, suspect or reasonably determine prohibited behaviour, we may delay, restrict, suspend or refuse withdrawals while we investigate the relevant activity, verify ownership and entitlement, complete compliance checks, quantify any loss, determine whether any amounts should be adjusted, reversed, clawed back, set off or comply with legal or regulatory obligations.

If we decide to terminate the relationship or offboard you, we may close your open positions, settle your account, deduct any amounts properly due, cancel or reverse any improper benefit and return any remaining balance to you using a payment method and destination account approved by us subject to applicable law, compliance checks, sanctions screening, anti-money laundering requirements, payment-provider requirements and any legal or regulatory restriction.

7. Client representations

You represent and warrant on an ongoing basis that:

a. all trading activity on your account is genuine, lawful and conducted for your own account and risk, unless otherwise disclosed and accepted by us in writing;

b. you will not engage in market abuse, manipulation, fraud, abusive trading, system misuse, arbitrage abuse, bonus abuse, rebate abuse, swap abuse, negative balance abuse or any other prohibited behaviour;

c. you will not coordinate trading or account activity with any other person in a manner intended to exploit our systems, pricing, execution, promotions, rebates, liquidity, credit, margin or account protections;

d. you will not use unauthorised software, scripts, bots, artificial intelligence tools, APIs, automated systems, devices, or technical methods to manipulate, overload, scrape, reverse engineer, bypass, or exploit our systems;

e. you will provide accurate, complete and non-misleading information to us at all times.

8. Evidence and review

Where we take action under this clause, we may give you an opportunity to provide evidence or explanation within a timeframe specified by us, unless we reasonably consider that doing so would prejudice an investigation, breach legal or regulatory obligations, or expose us or any third party to risk.

If you do not provide satisfactory evidence within the required timeframe or if we reasonably determine that the evidence provided does not address the concern, we may proceed with any action available to us under this Agreement.

9. Indemnity

You agree to indemnify and hold harmless the Company, its affiliates, directors, officers, employees, agents, service providers, liquidity providers, execution venues, banks and payment providers against all losses, liabilities, claims, damages, costs, expenses, penalties, regulatory action, investigation costs and legal fees arising directly or indirectly from your breach of this clause, prohibited trading behaviour, market abuse, fraud, platform misuse, unlawful conduct or any false, misleading, incomplete or inaccurate information provided by you.

10. Survival

This clause shall survive termination of this Agreement and closure of your account to the extent necessary to complete any investigation, adjustment, recovery, reporting, set-off, complaint, dispute, legal process or regulatory obligation.

ONLINE TRADING AGREEMENT

This Agreement sets forth the terms and conditions under which MH Markets shall permit you as our client to have access to one or more terminals, including terminal access through your internet browser, for the electronic transmission of orders and/or transactions, for your accounts with MH Markets. This Agreement also sets forth the terms and conditions under which MH Markets shall permit you electronically to monitor the activity, orders and/or transactions in your account (collectively, the “Online Service”). Your use of the Online Service is also subject to Clause 23 of the main Terms and Conditions, including the restrictions on prohibited trading behaviour, market abuse, platform misuse, unauthorised automated access and abusive account activity. For purposes of this Agreement the term “Online Service” includes all software and communications links and in consideration thereof, Client agrees to the following:

1) LICENCE GRANT AND RIGHT OF USE

MH Markets provides the Client with software for use with the Online Service under this Agreement, the Client undertakes to use the software solely for your own internal business purposes. Neither the software nor the Online Service may be used to provide third-party training or as a service bureau for any third parties. The Client agrees to use the Online Service and the software strictly in accordance with the terms and conditions of MH Markets Account Opening Documentation, as amended from time to time. The Client also agrees to be bound by any rules, procedures, and conditions established by MH Markets related to the use of the Online Service provided by MH Markets.

2) ACCESSES AND SECURITY

The Online Service may be used to transmit, receive, and confirm execution of orders, subject to prevailing market conditions and applicable rules and regulations. MH Markets consents to Client’s access and use in reliance upon their adopted procedures to prevent unauthorized access to and use of the Online Service, and in any event, the Client agrees to any financial liability for trades executed through the Online Service. Client acknowledges, represents, and warrants that:

a) You have received a number, code, or other sequence, which provides access to the Online Service (“the Password”);
b) You are the sole and exclusive owner of the Password;
c) You are the sole and exclusive owner of any identification number or login number (“the Login”);
d) You accept full responsibility for the use and protection of the Password and the Login as well as for any transaction occurring in an opened account, held or accessed through the Login and/or Password.

The Client is responsible for monitoring their account(s). They shall immediately notify MH Markets in writing for any of the following:

a) Any loss, theft or unauthorized use of Password(s), Login and/or account number(s); or
b) Any failure to receive a message indicating that an order was received and/or executed; or
c) Any failure to receive an accurate confirmation of an execution; or
d) Any receipt of confirmation of an order and/or execution, which has not been placed;
e) Any inaccurate information in account balances, positions, or transaction history.

3) RISKS OF ONLINE TRADING

The Client's access to the Online Service, or any portion thereof, may be restricted or unavailable during periods of peak demands, extreme market volatility, systems upgrades, or other reasons. MH Markets makes no express or implied representations or warranties to the Client regarding the usability, condition, or operation thereof. MH Markets does not warrant that access to or use of the Online Service will be uninterrupted or error-free or that the Online Service will meet any particular criteria of performance or quality.

Since MH Markets does not control signal power, reception, or routing via the Internet, the configuration of your equipment, or the reliability of its connection, we cannot be responsible for communication failure, distortions, or delays when trading online via the Internet.

Under no circumstances including negligence, shall MH Markets or anyone else involved in creating, producing, delivering, or managing the Online Service be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Online Service, or out of any breach of any warranty, including, without limitation, those for business interruption or loss of profits.

The Client expressly agrees that his/her use of the Online Service is of his/her sole risk. The Client assumes full responsibility and risk of loss resulting from the use of, or materials obtained through the Online Service. Neither MH Markets nor other suppliers providing data, information, or services, warrant that the Online Service will be uninterrupted or error-free; nor does MH Markets make any warranty as to the results that may be obtained from the use of the Online Service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the Online Service.

4) MARKET DATA AND INFORMATION

Neither MH Markets nor any provider shall be liable in any way to the Client or to any other person for:

a) Any inaccuracy, error, or delay in, or omission of any such data, information, or message or the transmission or delivery of any such data, information, or message;

b) Any loss or damage arising from or occasioned by any such inaccuracy, error, delay, omission, nonperformance, or interruption in any such data, information, or message, due either to any negligent act or omission or to any condition of force majeure or any other cause, whether or not within MH Markets or any provider's control. MH Markets shall not be deemed to have received any order or communication transmitted electronically by the Client until MH Markets has actual knowledge of such order or communication. Additionally, if a client executed a trade at a price that at the time the trade was executed was wrong and/or delayed from the actual market price then MH Markets may cancel that trade from the Client's account and MH Markets shall remain harmless of any damages or costs arising thereof.

5) REPRESENTATIONS

The Client acknowledges that from time to time, and for any reason, the Online Service may not be operational or otherwise unavailable for his/her use due to servicing, hardware malfunction, software defect, service or transmission interruption, or other cause, and he/she agrees to hold MH Markets and any provider harmless from liability of any damage which results from the unavailability of the Online Service. The Client acknowledges that he/she has alternative arrangements, which will remain in place for the transmission and execution of his/her orders, in the event, for any reason, circumstances prevent the transmission and execution of all, or any portion of his/her orders through the Online Service.

The Client represents and warrants that he/she is fully authorized to enter into this Agreement and under no legal disability which prevents him/her from trading, and that he/she shall remain in compliance with all laws, rules, and regulations applicable to his/her business. The Client agrees that he/she is familiar with and will abide by any rules or procedure adopted by MH Markets and any provider in connection with use of the Online Service and he/she has provided necessary training in its use. The Client shall not (and shall not permit any third party) to copy, use, analyze, modify, decompile, disassemble, reverse engineer, translate or convert or convert any software provided to him/her in connection with the use of the Online Service or distribute the software or the Online Service to any other third party.

6) TERMINATION

MH Markets may, in its sole discretion, terminate or restrict the Client's access to the Online Service and may terminate this Agreement at any time. Upon termination, any software license granted to the Client herein shall automatically terminate.

7) INDEMNITY

The Client agrees to indemnify and hold MH Markets harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or related to this Agreement and due to any error that the Client fails to correct or arrange for MH Markets to correct (if possible). This indemnification shall be binding upon the Client and the Client's executors, administrators, heirs, successors, and permitted assigns and will survive termination of this Agreement.

Client further agrees that we may charge an inactivity fee for a period of over 6 months of no trading activity and there is a positive account balance. This will allow the Firm to manage the dormant account moving forward.

8. MISCELLANEOUS

MH Markets may amend this Agreement by giving notice of changes (including electronic delivery). Clients have no right to amend this Agreement. By continued access to and use of the Online Service, Client explicitly agrees to amendments to this Agreement. The amendments are supplemental to the Client Agreement.

9. DECLARATION OF ACCEPTANCE

Client hereby declares to having read the Investment Terms & Conditions in full and hereby consent to be bound by all terms contained therein. By continuing with the registration and with continued access, Client declares the information contained in this Agreement to be true and accurate and certifies that the electronic signature is genuine and that copies of the verification of identity documents forwarded are valid and true copies of the original.

10. RISK AND DISCLAIMER

By submitting either the registration form to download the demo, requesting a quick call back, or registering for the newsletter you are consenting to receive information by email, telephone, post, or any other method from MH Markets about offers that you may be entitled to and products and services, which we believe may be of interest to you. We will not share your details with any third parties, other than our affiliated companies, for marketing purposes without your prior consent. If at any time you no longer wish to receive this information, please let us know by using the unsubscribe facility provided within any email we may send you, or alternatively you may email us and we will remove your details from our database.

Our rolling spot contracts and CFDs are based on highly leveraged margin trading; as with any derivative instrument, such contracts carry a very high degree of risk, and trading such instruments may expose the investor to substantial losses as well as gains. The contents of this site and the facilities we provide are available only to experienced investors with sufficient financial resources to trade in our investment products. Investors should note that to protect their interests, we may set zero-stop orders where no client order has been placed to minimize losses. In this event, generally the clients cannot lose more than their initial investment made on a particular transaction.

11. PRIVACY POLICY

The Privacy Policy explains how MH Markets collects personal information and then maintains uses and discloses that information. It provides details about the Client’s rights. MH Markets Privacy Policy Statement will be reviewed from time to time to take account of new laws and technology, changes to our operations, and practices to ensure they remain appropriate to the changing environment. Any information we hold will be governed by the most current MH Markets Privacy Policy Statement.

Why does MH Markets collect personal information?

Our business is to meet our clients' needs for a range of financial services. To do this effectively, we need to collect certain personal information in compliance with the regulatory practices and regulations. This includes, but is not limited to Customer Due Diligence, Enhanced Customer Due Diligence, requiring proof of Source of Fund, and/or Origin of Wealth. Client further agrees to undergo or be subject to due diligence screening against mandatory sanctions list and other worldwide and local sanctions lists as deemed appropriate by the Firm.

Personal information we collect may include (but is not limited to) name, address, date of birth, contact details, income, assets and liabilities, account balances, trading statements, tax and financial statements, and employment details. We obtain most of the information through application forms or other forms, and from maintaining records of information provided in the course of ongoing client service. We may also obtain information from other sources. We may require other information voluntarily from time to time (for example, through market research, surveys, or special offers) that enable us to improve our service or consider the wider needs of our current Clients or potential clients. If you choose not to provide the information mandatory to fulfill your request for a specific product or service, we reserve the right not to provide you with the requested product or service.

How do we use this information and who may we disclose it to?

While we may send you marketing material from time to time that we think will be useful to you, we are conscious of the need to protect your privacy. Unless you are informed otherwise, the personal information we hold is used for establishing and managing your account, reviewing your ongoing needs, enhancing client service and products and giving you ongoing information or opportunities that we believe may be relevant to you. Depending on the product or service concerned and particular restrictions on sensitive information, this means that personal information may be disclosed to:

a) Service providers and specialist advisers to MH Markets that have been contracted to provide MH Markets with administrative, financial, insurance, research, or other services.

b) Credit providers, courts, tribunals, and regulatory authorities as agreed or authorized by law.
c) Credit reporting or reference agencies.
d) Anyone authorized by an individual, as specified by that individual or the contract.

How do we store personal information?

The privacy of your information is important to us, whether you interact with us personally, by phone, mail, over the internet, or other electronic medium. We hold personal information in a combination of secured computer storage facilities and paper-based files and other records and take steps to protect the personal information we hold from misuse, loss, unauthorized access, modification, or disclosure. We may need to maintain records for a significant period of time.

However, when we consider information is no longer needed, we will remove any details that will identify you or we will securely destroy the records.

How do we keep personal information accurate and up-to-date?

MH Markets endeavors to ensure that the personal information it holds is accurate and up-todate. We understand that this information changes frequently with changes of address and other personal circumstances. We can update your information over the telephone. You have the right to check what personal information about you is held by the Firm. Under the Data Protection Act, you have the right to obtain a copy of any of your personal information that MH Markets holds and to advise MH Markets of any perceived inaccuracy. The Act does set out some exceptions to this. To make a request, please write to us, verifying your identity and specifying what information you require.

What if you have a complaint?

If you consider that any action of MH Markets breaches this Privacy Policy Statement or the Data Protection Principles or otherwise doesn't respect your privacy, you can make a complaint. This will be acted upon promptly. To make a complaint, please send mail to Support@MHMarkets.com. Your Consent By accessing this website you consent to MH Markets collecting and disclosing personal information about you provided by you or any other person as described above.

The Firm maintains a "Complaints Handling Procedure", which may be provided to the Client upon request. The Client should notify the Firm as soon as reasonably practicable if the Client wants to raise a complaint or dispute by emailing the Firm. The Client should keep its records of any information that might be cited in the Client's complaint, as that will assist the Firm in investigating such complaints or disputes and notify the Client of the result of the investigation. The Firm has procedures and guidelines designed to enable it to deal with complaints fairly and quickly; the Client may contact the Firm at any time for further information on such procedures and guidelines.