

MH MARKETS CLIENT AGREEMENT

1. Introduction

1.1 This document is referred to as Standard Terms of Business (the "Terms"). These terms, once we have accepted your application and opened an Account for you, will form an agreement between the Company (referred to herein as "Mohicans Markets" or "The Firm" or "we" or "our") and you, the Client (each referred to herein as a "Client" or "you") and will govern all Transactions entered into between us and you and all dealings between us.

1.2 The Client should read this Agreement carefully, including any other disclosure documents that we supply to you in connection with your Account.

1.3 The Company's agreement with the Client consists of several documents that can be accessed through the Company's website, Trading Platform, or upon request.

1.4 The Client acknowledges that this Agreement does not constitute personal advice, financial advice, tax advice, nor a recommendation or opinion that any specific Financial Product or financial service is suitable or appropriate for you.

2. Regulatory Disclosures

By continuing to access our website, you hereby declare that you are a knowledgeable and experienced trader. You acknowledge and understand that trading involves significant risks and that your capital is subject to risk.

Should you have any questions or uncertainties regarding the applicable jurisdiction and governing laws relevant to your client profile, you are advised to contact one of our customer service representatives or visit our website for detailed information on our licenses.

The Company maintains a "Complaints Handling Procedure," which shall be provided to the Client upon request.

The Client should notify the Company as soon as reasonably practicable if it wants to raise a complaint or dispute by emailing the Company. The Client is advised to maintain their own records of any information that may be referenced in the Client's complaint. This will facilitate the Company's investigation of such complaints or disputes and enable the Company to notify the Client of the investigation's outcome. The Company has procedures and guidelines designed to enable it to deal with complaints fairly and quickly; the Client may contact the Company at any time for further information about such procedures and guidelines.

3. Products and Services

3.1 Subject to the Client fulfilling its obligations under these Terms, the Company may enter into Transactions with the Client in the following investments and instruments:

3.1.1 Rolling Spot Forex and forward bullion, currencies, and OTC derivatives;

3.1.2 CFDs on commodities, securities, indices, currencies, and precious metals;

3.1.3 options to acquire or dispose of any of the instruments above, including options on options;

3.1.4 Other instruments as the Company may from time-to-time offer.

3.1.5 Islamic (Swap Free) Trading Accounts:

MOHICANS MARKETS offers swap-free trading accounts exclusively to clients who are unable to participate in 'swaps' due to religious convictions. Clients requesting an Islamic (swap-free) trading account with MOHICANS MARKETS must furnish adequate justification or proof substantiating the necessity for such a conversion. MOHICANS MARKETS reserves the unequivocal right to decline any such request at its sole discretion, without any obligation to provide a rationale. The submission of a request for an Islamic (Swap Free) trading account shall be deemed as implicit consent for the automatic conversion of all other active trading accounts to swap-free status without the requirement of any further notice.

3.1.6 Dividend Adjustments: Where applicable (e.g., where an Underlying Instrument is a stock or index in respect of which a dividend is paid), a dividend adjustment will be applied to your Account for Open Positions held over the ex-dividend date or time of the relevant Underlying Instrument. The adjustments will be as follows:

3.1.7 Long Positions: For long positions, the dividend adjustment will generally correspond to the amount of the net dividend receivable by the individual or entity holding an equivalent position in the Underlying Instrument.

3.1.8 Short Positions: For short positions, the dividend adjustment will typically correspond to the net dividend amount, unless otherwise stipulated in a prior agreement with you. This adjustment may vary based on the trading venue of the Underlying Instrument.

3.1.9 Account Crediting/Debiting: Dividends will be credited to your Account if you have purchased (i.e., opened a long position) and debited if you have sold (i.e., opened a short position).

3.1.10 Ex-Dividend Date: The ex-dividend date is critical for determining eligibility for dividend adjustments. To qualify for the adjustment, positions must be maintained through this date.

3.1.11 Tax Considerations: Dividend adjustments may be subject to tax withholding or other tax obligations depending on the jurisdiction and the nature of the Underlying Instrument. Clients are responsible for their own tax liabilities.

3.1.12 Transparency: Under certain trading conditions it may be difficult or impossible to liquidate an open position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that without limitation under the rules of the relevant exchange, or third-party liquidity provider, trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, as market conditions may make it impossible to execute such an order at the stipulated price and your order may be executed at a worse price (Slippage).

3.1.13 Dispute Resolution: Any disputes pertaining to dividend adjustments must be submitted to our customer support team within a reasonable period. We will conduct a thorough investigation and resolve such disputes in accordance with our established internal policies and procedures.

3.1.14 Force Majeure: Dividend adjustments may be affected by unforeseen events or circumstances beyond our control (force majeure events). In such cases, we will make reasonable efforts to process adjustments accurately.

Further details can be obtained upon request. These adjustments are subject to the following conditions: All dividend adjustments will be processed in accordance with the prevailing market standards and practices. The calculations will be made based on the ex-dividend date and time, taking into account the specifics of the Underlying Instrument.

3.2 The investments and instruments provided by the Company may be:

3.2.1 Margined Transactions; or

3.2.2 Transactions in instruments which are: traded on recognized or designated investment exchanges; traded on exchanges which are not recognized or designed investment exchanges; not traded on any stock or investment exchange; and/ or not immediately and readily realizable.

3.3 The Company reserves the right to cease offering to trade in any margin FX contract, FX option contract, or CFD at any time. This cessation will be communicated to you via written notice, specifying the effective date. A reasonable notice period will be provided. Where notice is given, the Client should cancel any Orders and/ or close any Open Positions in respect of such affected Services or products before the time specified in the Company's notice. Should the Client fail to comply, the Company will cancel any Orders and close any Open Positions related to the affected Service or product at the time and in the manner specified in the notice.

3.4 Dealings with the Client will be carried out by the Company on an execution-only basis.

3.5 The Company will not make any recommendations or advice on the merits of purchasing, selling, or otherwise dealing in particular investments or executing particular investments or executing particular Transactions, their taxation consequences or the composition of any account or any other rights or obligations attaching to such investments or Transactions. The Client should bear in mind that any explanation provided by the Company as to the terms of a Transaction or its performance characteristics does not itself amount to advice on the merits of the investment.

3.6 MOHICANS MARKETS shall not be held liable for any losses incurred as a result of glitches attributable to our service providers, including but not limited to the Liquidity Provider and the technical provider of our electronic trading sysC(s).

3.7 "Inactive Account Fee" refers to a fee of USD 10 or its equivalent per account per month levied by MOHICANS MARKETS and/or borne by the Client for inactive accounts held with MOHICANS MARKETS, for 6 Months as may be revised periodically by MOHICANS MARKETS.

3.8 MOHICANS MARKETS bears no liability for delays in withdrawal processes, and the Client is precluded from pursuing legal action or resorting to complaint or litigation in instances of withdrawal delays.

3.9 The Client is required to furnish a valid deposit slip when asserting that a transfer has been executed to MOHICANS MARKETS' account, with the intention of crediting the amount to their trading account.

3.10 The Client is prohibited from engaging in any malicious activities, hedging, or arbitrage trading. In the event that MOHICANS MARKETS' Risk Team identifies any such suspicious activities, MOHICANS MARKETS reserves the right to liquidate and close the Client's account without furnishing proof or explanation.

4. Access and Use of the Trading Platform and/or Secure Access Website

4.1 In order to use the Trading Platform and/ or the Secure Access Website, the Client will need to request a username and password ("Access Code") from the Company. The Client will need to provide the Access Code each time it wishes to use the Trading Platform and/ or Secure Access Website.

4.2 In relation to the Access Code, the Client acknowledges and undertakes that:

4.2.1 the Client will be responsible for the confidentiality and use of its Access Code;

4.2.2 other than with the Company's prior written consent, the Client will not disclose its Access Code to persons for any purpose whatsoever;

4.2.3 the Company may rely on all instructions, orders and other communications entered using the Client's Access Code, and the Client will be bound by any Transaction entered into or expense incurred on its behalf in reliance on such instructions, order, and other communications; and

4.2.4 the Client will immediately notify the Company if the Client becomes aware of the loss, theft, or disclosure to any third party or of any unauthorized use of its Access Code.

4.3 If the Company believes that unauthorized persons are using the Client's Access Code without the Client's knowledge, the Company may, without prior notice, suspend the Client's rights to use the Trading Platform, Furthermore, if the Company believes that the Client supplied its Access Code to other persons in breach of Clause 4.2.2 above, the Company may terminate these Terms forthwith.

4.4 Access to the Trading Platform and/ or Secure Access Website is provided "as is". The Company makes no warranties, express or implied representations, or guarantees as to the merchantability and/ or fitness for any particular purpose or otherwise with respect to the Trading Platform and/or Secure Access Website, their content, any documentation, or any hardware or software provided. Technical difficulties could be encountered in connection with either the Trading Platform and/or Secure Access Website. These difficulties could involve, among others, failures, delays, malfunction, software erosion, or hardware damage, which could be the result of hardware, software, or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. Under no circumstances shall the Company, any Associated Company, or any of their employees be held liable for any loss (including, but not limited to, loss of profit or revenue, whether direct or indirect), costs, or damages, including without limitation, consequential, unforeseeable, special, or indirect damages or expenses, which may arise from or be related to the use, access, installation,

maintenance, modification, deactivation, or attempted access of the Trading Platform and/or Secure Access Website, or any other related activities.

5. Dealing Between the Company and the Client

5.1 In accordance with these Terms, the Client may request an indicative quote, provide the Company with oral or electronic instructions (which shall include instructions provided via the Internet), or otherwise trade with the Company as follows:

5.1.1 Generally, all requests for indicative quotes, orders for execution of Transactions between the Client and the Company, and other trade matters must be given to the Company electronically through the Trading Platform or by telephone where applicable;

5.1.2 Where the Client wishes to trade in Rolling Spot Forex, the Client should deal with the Company in accordance with the terms of Annex A (Rolling Spot Forex);

5.1.3 Where the Client wishes to trade in CFDs, the Client should deal with the Company in accordance with the terms of Annex B (Contracts for Difference).

5.1.4 Where the client is in need of temporary credit, the Client should deal with the Company in accordance with the terms of Annex D.

5.2 Any instruction conveyed through the Trading Platform or via telephone, where applicable, will be considered received and validated only upon recording by the Company and subsequent confirmation by the Company to the Client, either verbally or through the Trading Platform. Acceptance of an instruction by the Company does not on its own establish a binding Transaction between the Company and the Client. A binding Transaction will only be recognized when an instruction is accepted, executed, recorded, and confirmed by the Company to the Client via the Trading Platform, trade Confirmation, and/or Account Statement. In the case of

telephone instructions, the Company and agents will provide acknowledgment of instruction receipt either verbally or in writing as deemed appropriate.

5.3 The Company reserves the right to refuse any instruction from the Client at its discretion, without providing reasons or notice. Additionally, the Company may decline to execute instructions, with or without reason or notice, and may cancel previously given instructions if the Company has not yet acted upon them. Acceptance of instructions does not imply any agreement or representation that the Company will execute said instructions. A valid contract between the Client and the Company will only be formed or an instruction executed when the Client receives a trade confirmation from the Company or when the Trading Platform indicates that the instruction has been executed (whichever occurs earlier).

5.4 If the Company offsets positions against other clients/brokers, the Company reserves the right to do so at different prices.

6. Trading Confirmations and Account Statements

6.1 The Company will provide the Client with comprehensive trading statement details via the Trading Platform and/or Secure Access Website. This Statement typically contains Confirmations, including ticket numbers, purchase and sale rates, used margin, available amounts for margin trading, statements of profits and losses, and the current status of open and pending positions. Updated account information is usually accessible within twenty-four (24) hours after any activity occurs on the Client's account within the Trading Platform. Client can complain within 24 hours if the statement received is incorrect otherwise the statement received will be considered to be confirmed by the client.

6.2 Through the Trading Platform and/or Secure Access Website, the Client can generate daily, monthly, and yearly reports of its Account. The provision of Account information is coupled with the Client's ability to generate such reports and will be deemed delivery of Account Statements by the Company to the Client. The Client is obligated to generate their own Account Statements at least once per month for the preceding month.

7. Client Classification

7.1 The Company classifies its clients into three main categories: Eligible Counterparties, Professional Clients, and Retail Clients.

7.2 The Company attaches different levels of regulatory protection to each category and hence to clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients and Eligible Counterparties are considered to be more experienced, knowledgeable sophisticated, and able to assess their own risk; they are thus afforded fewer regulatory protections as further highlighted in the Notice Letter.

7.3 The Company classifies the Client on the Client's Account opening documentation and as further highlighted in the Notice Letter.

7.4 Following from classification of the Client based on the aforementioned criteria, the Company offers its clients the possibility to request reclassification and thus to increase or decrease the level of regulatory protections afforded. Where a client requests a different categorization, the Client needs to meet certain specified quantitative and qualitative criteria. On the basis of the Client's request, the Company will undertake an adequate assessment of the expertise, experience, and knowledge of the Client to give reasonable reassurance, in the light of the nature of the transactions of Services envisaged, and that the Client is capable of making

his/ her/ its own investment decisions and understanding the risks involved. However, if the above-mentioned criteria are not met, the Company reserves the right to choose whether to provide Services under the requested classification.

8. Risk Acknowledgement

8.1 The Client acknowledges and recognizes as highlighted further in Annex C (High-Risk Investment Notice) that trading and investments in leveraged as well as non-leveraged products:

3.1.1. is highly speculative;

3.1.2. may involve a degree of risk; and

3.1.3. is appropriate only for Retail Clients who, if they trade on Margin, can assume the risk of loss in excess of their deposit.

8.2 The Client acknowledges, recognizes, and understands that:

8.2.1 because of the low margin normally required in Margined Transactions, price changes in the underlying asset may result in significant losses, which may substantially exceed the Client's investment and deposit;

8.2.2 when the Client instructs the Company to enter into a Transaction, any profit or loss arising out of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client's account and risk;

8.2.3 unless it is otherwise specifically agreed, the Company shall not conduct any continuous monitoring of the Transactions already entered into by the Client neither individually nor manually. Hence, the Company cannot be held responsible for any Transactions that may develop differently from what the Client might have presupposed; and

8.2.4 guarantees of profit and freedom from loss are impossible in investment trading. The Client hereby acknowledges and fully comprehends that no guarantees or similar representations have been provided by the Company, any Fund Manager, Referring Partner, Service Provider, their representatives, or any other entity with whom the Client engages in relation to their Account.

9. Joint Accounts

9.1 Where two or more natural persons and no others are named as the client, the account will be established in their names as a joint Account unless they specifically advise otherwise. In all other cases, the accounts will be established in the names as tenants in common. All account holders shall be jointly and severally liable for losses, fees, or charges arising on a joint account. Among other things, this means that any monies owed on the account shall be payable in full by you or any of the other joint account holders

9.2 Upon the death of any joint account holder, the Company will transfer the investments and the responsibility for any obligations connected with the Account into the surviving joint account holder's sole name. These Terms will remain in full force between the Company and the surviving joint account holder.

9.3 Either account holder may ask the Company to convert the Account into a sole Account. The Company may (but shall not be obliged) require authority from all Account holders before doing so. Any person removed from the Account will continue to be liable for all obligations and liabilities under the Agreement relating to the period before they were removed from the Account.

10. Commissions, Charges, and Other Costs

10.1 The Client shall be obliged to pay the Company for the commissions and charges set out in the Financial Terms, and any additional commissions and charges agreed between the Company and Client from time to time whether in the Financial Terms or not. The Company reserves the right to amend the Financial Terms from time to time, with notice to the Client where possible. The Client is responsible for regularly reviewing the Financial Terms for any modifications and agrees to be bound by the same.

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

10.3 Swap-free trading accounts neither incur nor earn swap fees or interest on trades. The standard MOHICANS MARKETS spreads and commissions shall apply to these accounts. Fees associated with swap-free trading accounts may be modified at the sole discretion of MOHICANS MARKETS, and such updates will be duly posted on the company's official website.

11. Payment, Withdrawal and Set-Off

11.1 The Client agrees to comply with the following when making payments to the Company under these Terms:

11.1.1 payments due (including deposits) will be required in United States Dollars (USD), Euros (EUR), or any other currency specified by the Company from time to time;

11.1.2 the Client may make any payment due to the Company (including deposits) by bank wire or any other method specified by the Company from time to time. Unless otherwise agreed between the Company and the Client, the Company will not accept payments or deposits in the form of cash;

11.1.3 the Client is responsible for all third-party electronic, telegraphic transfer, or other bank fees in respect of payment as well as any fees or charges imposed by the Company, which may be based on the elected payment method. Any fees or charges imposed by the Company will be listed on the Financial Terms;

11.1.4 any payment made to the Company will only be deemed to have been received when the Company receives cleared funds; and

11.1.5 the Client is responsible for ensuring that payments made to the Company are correctly designated in all respects, specifying without limitation the Client's Account details where required by the Company.

11.2 The Client will be asked to designate a Base Currency for its Account which shall be United States Dollars (USD) or any other currency specified by the Company from time to time. Where the Client wishes to deposit funds in its Account in a currency other than its designated Base Currency, the Company will convert such funds into the Client's Base Currency unless the Company accepts alternative instructions from the Client.

11.3 Where the Client has a positive balance in its Account, the Client may request a withdrawal from the Company, for a portion or a full amount of the positive balance. The Company may at its sole and absolute discretion withhold, deduct, or refuse to make a payment (in whole or in part) due to the Client where:

11.3.1 The Client has Open Positions on the Account showing a loss;

11.3.2 the requested payment would reduce the Client's Account balance to less than the Margin required for the Client's Open Positions;

11.3.3 the Company reasonably determines that there is an unresolved dispute between the Company and the Client relating to these Terms or any other agreement between them.

11.4 Whenever the Company conducts currency conversions, the Company will do so at such reasonable rate of exchange as the Company selects. The Company shall be entitled to add a mark-up to the exchange rates.

11.5 The Client acknowledges that in some instances there might be delays in your deposited funds being reflected in your trading account. This may be due to the high volume of deposits/transfers that clients may attempt simultaneously. The Client acknowledges and agrees that aforesaid instances are outside of our control, and we shall not be held liable for any losses or additional losses.

12. Referring Partners, Fund Managers and Service Providers

12.1 The Client may have been referred to the Company by a Referring Partner, Introducing Broker, Fund Manager, and/or may use any third-party system, course, program, software, or trading platform offered by a Service Provider. If so, the Company shall not be responsible for any agreement made between the Client and the Client's Referring Partner, Introducing Broker, Fund Manager, and/or Service Provider. The Client further acknowledges that its Referring Partner, Introducing Broker, Fund Manager, and/or Service Provider is/are not authorized to make any representations concerning the Company or the Company's Services.

12.2 The Company does not control, and cannot approve or guarantee the accuracy or fullness of any information advice, or product the Client may have received or may receive in the future from a Referring Partner, Introducing Broker, Fund Manager, and/or Service Provider.

12.3 The Client is specifically made aware that the Client's agreement with its Referring Partner, Introducing Broker, Fund Manager, and/or Service Provider may result in additional costs for the Client as the Company may pay a one-off fee or regularly Annexed fees or commissions to such person or entity from the Client's Account.

12.4 The Client should be aware that their agreement with their Referring Partner, Introducing Broker, Fund Manager, or Service Provider may result in additional costs based on their trading activity.

12.5 Where the Client engages the services of a Referring Partner, Introducing Broker, Fund Manager, and/or Service Provider, the Client understands and agrees that the Referring Partner, Introducing Broker, Fund Manager, and/or Service Provider will have access to the Client's personal information held by the Company, including the Client's trading activity. The Client further understands that its Referring Partner, Introducing Broker, Fund Manager, and/or Service Provider may have been introduced to the Company by a third party who is compensated in part based on the introduction of the Client to the Company, or on the Client's trading history. Where this occurs, the Client agrees that the third party who introduced the Referring Partner, Introducing Broker, Fund Manager, and/or Service Provider will have access to the Client's personal information held by the Company including the Client's trading activity.

12.6 If the Referring Partner, Introducing Broker, Fund Manager, and/or Service Provider undertakes any deductions from the Client's Account according to any agreement between the Client and the Referring Partner, Introducing Broker, Fund Manager and/or Service Provider, the Company has no responsibility as to the existence or validity of such an agreement.

12.7 The Client may request the Company to provide, at any time, a breakdown of remuneration paid by the Client to the Referring Partner, Introducing Broker, Fund Manager and/or Service Provider, or the compensation scheme charged by the Referring Partner, Introducing Broker, Fund Manager and/or Service Provider as applied to the Client.

13. Margin

13.1 Before engaging in a Margined Transaction, the Company reserves the right to request the Client to provide a deposit of funds or other acceptable collateral as a security in case of any trading losses ("Margin"). The Client must promptly fulfill all Margin Requirements before initiating a Margined Transaction. The Company may refuse to carry out a Margined Transaction if the Client's Account lacks the necessary funds to meet the Margin Requirement when placing the order. It's important to note that Margin Requirements are established separately for each of the Client's accounts on the MT4 and/or MT5 Program, should the Client have two (2) or more accounts with the Company. Hence, it is the Client's responsibility to ensure that all accounts maintain sufficient Margin balance at all times.

13.2 Client must always ensure All Accounts balances meet the higher of the Margin Requirement or the Minimum Margin Requirement.

13.3 If the Client is approaching or already in violation of any Margin Requirements, the Company may issue a Margin Call Warning as outlined in the Terms. The Company is not required to issue Margin Call Warnings to the Client at all or within a designated timeframe. Margin Call Warnings can be issued at any time and through any method permitted by the Terms. Therefore, it is advisable for the Client to update the Company promptly about any changes in contact information. A Margin Call Warning will be considered issued if the Company electronically notifies the Client through the Trading Platform.

13.4 The Client may access details of Margin amounts paid and owing by logging into the Trading Platform. The Client acknowledges, that he is responsible for monitoring and paying the Margin required at all times for all Margined Transactions with the Company.

13.5 The Company's Margin Requirements for different types of Margined Transactions are generally displayed on the Company's website, and in certain instances, the Company may

notify the Client of Margin Requirements through alternative means. However, the Company reserves the right to determine specific Margin Requirements for individual Margin Transactions.

13.6 The Client is specifically made aware that the Margin Requirements are subject to change without notice including without limitation the Margin rates governing the Client's open Margined positions. When a Margined position has been opened, the Company may close the Margin Transaction at its discretion or at the Client's instruction where possible, or according to the Company's rights under these Terms.

14. Events of Default and Default Remedies

14.1 Each of the following constitutes an Event of Default:

14.1.1 Should the Company have valid reasons to suspect that the Client has failed to make a payment or is in significant violation of any aspect of these Terms;

14.1.2 In case the Client neglects to transfer funds required for the Company to take delivery on the initial due date of any Transaction;

14.1.3 if the Client dies or becomes of unsound mind;

14.1.4 If the Company deems it necessary to prevent or address a potential breach of laws, Regulations, or market norms;

14.1.5 Should any representations or warranties made by the Client or any Credit Support Provider in these Terms or related documents turn out to be false;

14.1.6 If the Company believes it is essential for its protection, or if circumstances arise that could significantly impede the Client's ability to fulfill obligations under the Agreement;

14.1.7 If the Client is unable to meet debts as they mature, or is insolvent as defined by relevant bankruptcy or insolvency laws;

14.1.8 If the Client initiates insolvency proceedings or such proceedings are initiated against the Client, seeking liquidation, reorganization, or similar relief;

14.1.9 If the Client or any involved party disclaims obligations under this Agreement or related documents;

14.1.10 Failure by the Client or any Credit Support Provider to adhere to obligations in any Credit Support Document;

14.1.11 your actions were determined by MOHICANS MARKETS as fraud, manipulation, swap arbitrage, Market Abuse, or other forms of dishonest or fraudulent activity on your Trading Account;

14.1.12 Expiration or invalidation of any Credit Support Document before the Client fulfills all obligations under these Terms; or

14.2 Upon the occurrence of an Event of Default, the Company reserves the right to take the following actions at its discretion:

14.2.1 close any Open Positions or cancel any Orders on the Client's Account;

14.2.2 Restrict the Client's Account access;

14.2.3 Limit or suspend the Client's ability to initiate Transactions;

14.2.4 vary the Margin Requirements applicable to the Client;

14.2.5 Reverse Transactions and their effects on the Client's Account;

14.2.6 Mandate closure of Open Positions by a specified date;



14.2.7 Make necessary deductions or credits;

14.2.8 Terminate these Terms immediately without notice, or with notice with termination occurring on a specified date selected by the Company;

15. Client Money

15.1 Where the Company Classifies the Client as a Retail Client:

15.1.1 Subject to the Terms, the Company will treat money received from the Client or held by the Company on the Client's behalf. Client Money will be held separately from the Company's money under a segregated bank account for the client's funds;

15.1.2 Unless otherwise agreed in writing, the Client acknowledges and agrees that the Company will not pay the Client interest on Client Money or any other unencumbered funds. The Client expressly waives any entitlement to interest accrued from this segregated client money account;

15.1.3 The Company is not responsible for the solvency, acts, or omissions of any bank or other third party with which Client Money is held.

16. Managed Accounts

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

16.1.1 to enter into, modify, and/ or close Transactions with the Company;

16.1.2 to set, edit, and/ or delete all dealing preferences relating to the Account;

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

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

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

16.2 Where a client desires to have its Account managed by a third party, the Client must submit a Limited Power of Attorney between the Client and the Attorney to the Company in a form acceptable by the Company at its sole and absolute discretion. The Company, Client and Attorney will be bound by these Terms.

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

16.4 The Company's acceptance of a Limited Power of Attorney between the Client and the Attorney is conditional upon the Attorney opening an account with the Company in its personal capacity and maintaining that account for the entire period that it acts as Fund Manager for the Client. The Attorney is not required to fund the personal account, nor is the Attorney required to conduct any Transactions on the personal account.

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

the Attorney that result in a Transaction that must, for the protection of the Company or its other clients or for the reasons of market integrity, be reversed.

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

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

16.8 By submitting a Limited Power of Attorney to the Company, the Client consents to and authorizes the Company to disclose to the Attorney all information that the Company holds in relation to the Account holds in relation to the Client.

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

16.10 If the Client wishes to revoke or amend the Limited Power of Attorney, it must provide a written notice of such intention to the Company from time to time. Any such notice shall not be effective until two (2) working days after the Company receives it (unless the Company advises the Client that a shorter period will apply). The Client acknowledges that it will remain liable for

all instructions given to the Company prior to the amendment/Revoke being effective and that it will be responsible for any losses which may arise on any Transactions that are open at such time.

17. Force Majeure

17.1 Due to the Company's lack of control over signal power, internet reception and routing, the configuration of the Client's equipment, or the reliability of connections, the Company shall not be held responsible for any claims, losses, damages, costs, or expenses - including attorney's fees - arising directly or indirectly from the failure of any transmission or communication system, equipment, or computer facility, or trading software, whether owned by the Company, its Associated Companies, the Client, any Market, or any settlement or clearing system during online trading (via Internet). This includes situations where the Company is unable to fulfill its obligations due to reasons such as acts of God, war, terrorism, malicious damage, civil unrest, industrial actions, Exceptional Market Events, or actions and regulations enacted by governmental or supranational bodies or authorities that, in the Company's view, disrupt an orderly market regarding the Client's Orders (referred to as a "Force Majeure Event").

17.2 In the event of a Force Majeure Event, the Company will make commercially reasonable efforts to resume operations and may notify the Client in writing of the occurrence of such an event. During a Force Majeure Event, all of the Company's commitments under these Terms will be promptly suspended for the duration of the event. Furthermore, the Company may implement any of the following measures:

17.2.1 Adjust normal trading hours;

17.2.2 Adjust the Margin Requirements;

17.2.3 Revise these Terms and any Transactions outlined in these Terms if it becomes impractical or impossible for the Company to fulfill its obligations;

17.2.4 Close any or all Open Positions, cancel instructions, and Orders as deemed suitable by the Company in the circumstances; and/or

17.2.5 Take or refrain from taking any other actions that the Company considers reasonably appropriate given the circumstances, taking into account the Client's positions and those of the Company's other customers.

18. Market Abuse

18.1 If we reasonably believe that you have (or attempted to) manipulated our Quotes, our execution process, or our Electronic Trading Service, or "gamed" or attempted to "game" our Electronic Trading Service or attempted some form of market abuse or market misconduct, we may in our sole and absolute discretion without notice to you do any one or more of the following (to the extent permitted by law):

18.1.1 enforce the Transaction(s) against you if it is a Transaction(s) which results in you owing money to us;

18.1.2 treat all of your Transactions as void from their inception;

18.1.3 withhold any funds from you which we suspect to have been derived from any such activities;

18.1.4 Close Out your Account;

18.1.5 adjust your Account;

18.1.6 suspend your Account;

18.1.7 terminate this Agreement; and

18.1.8 Take other actions that we consider appropriate.

19. Gaming and/or Abusive Strategies and/or Arbitrage

19.1 The Trading Platform may sometimes display inaccurate prices due to internet issues, connectivity delays, or errors. In a direct buying or selling scenario with the principal, there is no room for exploiting internet delays or gaming the system. The Company strictly prohibits any form of gaming or abusive trading practices on the platform. Transactions based on price delays may be canceled without warning, and the Company reserves the right to correct account discrepancies without prior notice. Accounts using gaming or abusive strategies may be intervened by the Company and require approval for orders. Any disputes regarding pricing or execution errors will be resolved at the discretion of the Company.

19.2 The Company is not required to notify the Client or provide guidance on actions to take based on market changes or other factors. The Client acknowledges the speculative and volatile nature of the Market and accepts sole responsibility for staying in touch with the Company after executing a Transaction to monitor positions and provide timely instructions. Failure to do so may result in the Company being unable to contact the Client, and the Company is not liable for any losses claimed due to the Client's failure to maintain contact.

19.3 The Client commits to indemnifying and absolving the Company, as well as their directors, officers, employees, and agents from any liabilities, losses, damages, costs, and expenses incurred in relation to the services provided under these Terms to the Client. This indemnity excludes instances where the liabilities, losses, damages, costs, and expenses result from the Company's gross negligence, fraud, or intentional default.

20. Manifest Errors

20.1 We may, without your consent, either determine a Transaction or Open Position from the outset or at any time amend the terms of any Transaction containing or based on any error that we reasonably believe to be a Manifest Error.

20.2 If, in our discretion, we choose to amend the terms of any such Transaction or Open Position due to a Manifest Error, the amended terms will be such level as we reasonably believe would have been fair at the time the Transaction was entered into had the Manifest Error not occurred.

20.3 In deciding whether an error is a Manifest Error we will act reasonably, and we may (but are not obliged to) take into account any relevant factors including, without limitation, the state of the Underlying Market at the time of the Manifest Error or any error in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices. Any financial commitment that you have entered into or refrained from entering into in reliance on a Transaction with us will not be taken into account in deciding whether or not there has been a Manifest Error.

20.4 In the absence of our fraud, willful default, or negligence, we will not be liable to you for any loss, cost, claim, demand, or expense following a determination of a Manifest Error (including where the Manifest Error is made by any information source, commentator or official on whom we reasonably rely) or any action (or omission) taken (or omitted) by as a result.

20.5 If a Manifest Error has occurred and we choose to exercise any of our rights under this clause or any other provision in this Agreement, and if you have received any monies from us in connection with the Manifest Error, you agree that those monies are due and payable to us on

our written demand and you agree to return an equal sum of those monies to us within the period stated in our written demand.

20.6 If a Transaction or Open Position is based on a Manifest Error, we may (in addition to our other rights) without your consent do any or all of the following:

20.6.1 amend the terms of a Transaction to reflect what we consider to have been the fair terms at the time the Transaction had been entered into had there been no Manifest Error;

20.6.2 Close Out the Transaction and any Open Positions resulting from it;

20.6.3 adjust or suspend your Account;

20.6.4 treat the Transaction as void from its inception;

20.6.5 refrain from taking action to amend or void the Transaction; or

20.6.6 any other action that we believe is appropriate in the circumstances.

20.7 We will exercise our rights under this clause reasonably, in good faith, and as soon as reasonably practical after we become aware of the Manifest Error.

20.8 To the extent reasonably practicable, we will give you prior notice of any action we take under this clause; but if it is not reasonably practicable, we will give you notice as soon as reasonably practicable afterwards.

20.9 In the absence of fraud or gross negligence on our part, to the extent permitted by law, we shall not be liable to you for any loss, cost, claim, demand, or expense that you incur or suffer (including loss of profits or indirect or consequential losses), arising from or connected with the Manifest Error including if the Manifest Error arises from an information service on which we rely.

21. Representations, Warranties and Covenants

21.1 The Client provides personal statements, assurances, or commitments known as representations and warranties to the Company, which the Company relies on when engaging with the Client. The Client noncompany the following representations and warranties upon entering this Agreement and each time a Transaction is initiated or any other instruction is provided to the Company:

21.1.1 Where the Client is an individual, the client accompany is of sound mind and at least 18 years of age;

21.1.2 The Client acknowledges the risks associated with trading each investment product with the Company;

21.1.3 The Client, or any authorized party acting on behalf of the Client, possesses all necessary authorization, powers, consents, licenses, and authorizations, and has taken all essential steps to legally enter into and fulfill obligations under these Terms, or to place any Orders or instructions;

21.1.4 The Terms, along with each Transaction and the resultant obligations, are binding and enforceable against the Client (subject to equitable principles), and currently do not, nor will in the future, breach the terms of any regulation, order, charge, or agreement binding the Client.

21.1.5 No Event of Default has occurred or is occurring with respect to the Client or any Credit Support Provider;

21.1.6 Unless otherwise agreed in writing between the Company and Client, the Client operates as the principal and not as an agent or representative for any other individual;

21.1.7 All information provided by the Client to the Company, whether during the Account opening process or otherwise, is accurate, true, and not materially misleading;

21.1.8 The Client is prepared and financially capable of bearing a complete loss of funds resulting from Transactions;

21.1.9 The Client has continuous and reliable access to internet services and the email address listed in their Account opening documentation;

21.1.10 Any funds, investments, or assets provided by the Client shall remain unencumbered, free from any charges, liens, pledges, or encumbrances, and shall be owned solely by the Client unless stated otherwise in the Terms;

21.1.11 The Client is currently and will continuously adhere to all relevant regulations concerning anti-money laundering measures, including identity verification requirements. If the Company does not obtain satisfactory evidence of identity within a reasonable timeframe, it reserves the right to discontinue dealings with the Client;

21.1.12 If the Client is not a resident of the same jurisdiction, they are responsible for ensuring the legality of any Transactions under the governing regulations of the jurisdiction in which they reside; and

21.1.13 the Client is not a Resident of the United States of America.

21.2 A covenant is a promise to compensatively do something. The Client covenants to the Company:

21.2.1 The Client undertakes that throughout the term of this Agreement you will promptly notify us of any change to the details supplied by you in your application form and any material or anticipated change in your financial circumstances that may affect the basis upon which we do business with you;

21.2.2 The Client will take all necessary actions to ensure compliance with all relevant laws and regulations pertaining to the Agreement.

Meta Quotes Trader Platform

21.3 The Company offers or has offered Meta Trader 4 and Meta Trader 5 platforms. The Client understands that its trading access to the MT4 and/or MT5 Program is provided by MetaQuotes Software Corporation, and not by the Company. The Client acknowledges that Meta Quotes Software Corporation is an independent third party unrelated to the Company

21.4 The Client agrees that trade execution and clearing services is provided by Mohicans Markets Ltd, an entity incorporated in Saint Vincent and the Grenadines (SVG).

22. Rights to Cancel/ settle down

22.1 The Client has the right to cancel the Agreement by providing written notice to the Company within a fourteen (10) day cancellation period. Subject to Clause 27.2, the Client need not give any reason for the cancellation and the right to cancel applies even if the Client has already received Services from the Company before the cancellation period expires.

22.2 Due to the fact that the price of each Transaction is subject to changes in the Underlying Instrument, these changes are beyond the Company's influence and such fluctuations may occur within the cancellation period, the Client has no rights to cancel the Agreement under this Clause 23 (Rights to Cancel/ Cooling Off) if any trade placed by the Client has been executed before the Company receives notice of cancellation.

22.3 If the Client does not exercise the right of cancellation, the Agreement will continue in effect until either the Client or the Company terminates the Terms in accordance with Clause 26 (Suspension and Termination) below, or by the Company's exercising any of its rights to terminate under these Terms. There is no minimum or fixed duration of the Agreement.

23. Tax

23.1 The Company will not provide any advice to the Client on any tax issue related to any Services. The Client is responsible for the payment of all taxes that may arise in relation to its Transactions.

24. Amendments

24.1 The Company reserves the right to modify these Terms and any agreements under them with written notice to the Client. the Client will be considered as having accepted the amendment Unless the Client communicates an objection. If the Client contests the modification, it will not be binding but will lead to the suspension of the Client's Account, necessitating its closure as soon as reasonably possible.

24.2 Changes to this Agreement will become effective on the earlier of:

(a) Five (5) business days after the Company has posted notice of amendments on the designated communication channels; or

(b) on the date of the Client entering any contract after the amendment.

24.3 Any amended agreement will supersede any previous agreement between the Company and the Client on the same subject matter and will govern any Transaction entered into after or outstanding on, the date the new edition comes into effect.

25. Suspension and Termination

25.1 The Client has the right to terminate the Agreement immediately by giving written notice to the Company. The Client agrees that at any time after the termination of the Agreement, the Company may, without notice to the Client, close out any or all of the Client's Open Positions.

25.2 The Company has the authority to suspend or end these Terms by providing a written notice to the Client with a five (5) Business Days' notice for any reason or without stating a reason. However, the Company may instantly terminate the Agreement with written notice to the Client for any reason or without stating a reason if the Client has no Open Positions in their Account at the time of termination notice. The Client acknowledges that following the termination of the Agreement, the Company reserves the right to close out any or all of the Client's Open Positions without prior notification. In instances where the Company elects to suspend the Client's Account, the initiation of new positions may be prohibited. However, the Company shall refrain from closing the Client's Open Positions unless expressly permitted under these Terms. The provisions set forth in this Clause 26.2 do not preclude the Company from exercising its rights to terminate or suspend the Agreement as stipulated elsewhere in these Terms

25.3 Upon the termination of the Agreement, all amounts payable by the Client to the Company will become immediately due and payable.

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

25.5 Swap-Free Abuse and Termination

Clients are strictly prohibited from exploiting swap-free status for financial gain. Clients shall not be entitled to request compensation for any swap amounts foregone during the period in which their accounts were designated as swap-free.

MOHICANS MARKETS Global reserves the unequivocal right to revoke swap-free status without the obligation to provide justification in the event of suspected abuse. Such abuse encompasses, but is not limited to, fraud, account manipulation, cash-back arbitrage, carry trades, or any other fraudulent activities associated with swap-free trading accounts. Under such circumstances, MOHICANS MARKETS may undertake the following actions:

- a) Revoke the swap-free status from all accounts under suspicion.
- b) Rectify and recover any accrued swaps and associated expenses on all affected swap-free trading accounts.
- c) Terminate the client agreement.
- d) Nullify all trades and cancel any associated profits or losses.

MOHICANS MARKETS retains the unilateral right to cancel swap-free privileges on any live account at any time without the obligation to provide justification.

26. In the Event of Death

26.1 In the event of the Client's death, any person(s) purporting to be the Client's legal personal representative(s) or surviving joint account holder must provide the Company with formal notice of the Client's death in a form acceptable to the Company, including but not limited to the provision of an original death certificate in physical form.

26.2 Upon the receipt and acceptance of the Client's death certificate, the Company will treat the Client's death as an Event of Default allowing the Company to exercise any of its rights under Clause 27.2 of these Terms including but not limited to closing any and all Open Positions within the Client's Account. The Agreement will continue to bind the Client's estate until

terminated by the Client's legal personal representative or by the Company in accordance with these Terms.

27. Notices and Communication with the Client

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

27.2 The Client will be deemed to have acknowledged and agreed with the content of any notice, instruction, or other communication (except Confirmations, Account Statements, and Margin Call Warnings) unless the Client notifies the Company to the contrary in writing within five (5) Business Days of the date on which the Client is deemed to have received it in accordance with Clause 28.3.

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

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

27.3.2 if given verbally over the telephone, immediately where the Company speaks with the Client.

27.3.3 if sent by fax, immediately upon receipt of a successful transmission report;

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

27.3.5 if posted on the Company's website or Trading Platform, as soon as it has been posted.

27.4 The Client is responsible for reading all notices posted on the Company's website and Trading Platform in a timely manner.

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

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

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

28. Indemnity and limitation of liability

28.1 In accordance with the applicable laws, you agree to indemnify us, and hold us harmless for any liabilities, Losses, or costs of any kind or nature of any kind that may be incurred by us as a direct or indirect result of any failure by you to perform any of your obligations under this Agreement, in relation to any Transaction or in relation to any false information or declaration made either to us or to any third party. You acknowledge that this indemnity extends to our legal and administrative costs and expenses incurred in respect of preparing for and taking any legal or investigatory action against you, or instructing any debt collection agency, to recover monies owed by you to us

28.2 To the extent permitted by law, you shall indemnify, defend, and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, or costs arising from or related to any act or omission by any individual obtaining access to your Account, whether such access was authorized by you or not.

28.3 To the extent allowed by law, you release, discharge indemnify, and agree to keep MOHICANS MARKETS and its respective officers, employees, agents, and representatives indemnified from and against all claims arising out of:

28.3.1 any default, whether by your act or omission under this Agreement or any Order or Transaction;

28.3.2 any breach by you of Governing Laws;

28.3.3 any representation or warranty made or given by you under this Agreement proving to be untrue or incorrect;

28.3.4 any error, omission, fraud, negligence, dishonesty, or criminal act or omission by you or by any of your clients, employees, agents, consultants, or servants;

28.3.5 any failure of any of your computer or electronic systems or networks to perform, be available, or successfully transmit data to MOHICANS MARKETS, or any error or inadequacy in the data or information input into such systems or networks by you;

28.3.6 any instruction, request, or direction given by you;

28.3.7 arising from and in connection with or in any way related to MOHICANS MARKETS in good faith accepting and acting on instructions received by facsimile transmission, email, or by other means of any kind which are signed by or purported to be signed by you;

28.3.8 any failure or delay by a hedge counterparty to meet its obligations to MOHICANS MARKETS in respect of or in relation to (including by corresponding with) your Transactions and any payments made in respect of them, except only to the extent attributable to the breach of this Agreement by MOHICANS MARKETS or the gross negligence or fraud by MOHICANS MARKETS.

28.4 MOHICANS MARKETS excludes all liability in contract, tort or otherwise relating to or resulting from the use of any services we provide under this Agreement and for any Loss incurred by you directly or indirectly, including without limitation as a result of or arising out of:

28.4.1 Your Use of an Electronic Trading Service;

28.4.2 any inaccuracy, error or delay in or omission from any information provided to you under this Agreement including the Electronic Trading Service;

28.4.3 any delays or failures inaccuracies, or loss of access to, the provision of a service to you including, without limitation, any delay, failure, or inaccuracy in, or the loss of access to, the Electronic Trading Service or in respect of the transmission of Orders or any other

28.4.4 any inability by you to open or Close Out a Transaction;

28.4.5 anything which is beyond our control and the effect of which is beyond our control to avoid; and

28.4.6 any government restriction, Exchange or market rulings, suspension of trading, computer or telephone failure, unlawful access to our Electronic Trading Service, theft, sabotage, war, earthquakes, strike, Force Majeure Event, and, without limitation, any other conditions beyond our control.

28.5 Unless we are prohibited from excluding such liability by law (for example, for losses relating to death or personal injury or caused by our fraud), we will not be liable for any direct, indirect, special, incidental, punitive or consequential damages (including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation) caused by any act or omission of ours under this Agreement.

28.6 If and to the extent that we are found liable for any losses or damages in relation to a Transaction or your dealings with us then unless we are prohibited from limiting such liability by law, the maximum amount of our liability to you will be limited to four (4) times the amount of Transaction Fees, commission or spread paid or payable by you in respect of that Transaction. You acknowledge and agree that this provision is reasonable given the relationship of the parties and the nature and features of the Financial Products.

29. Intellectual Property

29.1 All rights in patents, copyrights, design rights, trademarks, and any other intellectual property rights (whether registered or unregistered) relating to the Trading Platform remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Trading Platform or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Trading Platform, nor purport to do any of the same

or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Trading Platform made in accordance with law are subject to the terms and conditions of this Agreement. You must ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on these copies. You must maintain an up-to-date written record of the number of copies of the Trading Platform made by you. If we so request, you must as soon as reasonably practicable, provide to us a statement of the number and whereabouts of copies of the Trading Platform.

30. Confidentiality and Data Protection

30.1 Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of the Agreements) except:

30.1.1 with the consent of the party who provided the information (such consent not to be unreasonably withheld);

30.1.2 if allowed, compelled, or required by law, the Agreements, our Privacy Policy, or required by any market exchange;

30.1.3 in connection with any legal proceedings relating to the Agreements; or

30.1.4 to any person in connection with an exercise of rights or when dealing with rights or obligations under the Agreements (including in connection with preparatory steps such as in relation to assignments).

31. Miscellaneous

31.1 The Company may, but the Client may not, at any time transfer or assign absolutely its rights, benefits, and/ or obligations under these Terms by providing the Client with not less than ten (10) Business Days written notice. Any such transfer or assignment shall be subject to the assignee undertaking in writing to be bound by and perform our obligations under these Terms.

31.2 The Company's rights and obligations under these Terms are personal to the Client. This means that the Client cannot assign them without the Company's prior written consent.

31.3 Client consent to the electronic recording of your telephone discussions with us, email logs, and chat records, and the use of recordings or transcripts from such recordings for any purpose.

31.4 Time is of the essence in respect of all the Client's obligations under these Terms and any Transaction. This means that specified times and dates in the Terms are vital and mandatory. Any delay, reasonable or not, may be grounds for terminating a Transaction, multiple Transactions, or the Agreement.

31.5 The rights and remedies provided under these Terms are cumulative and not exclusive of those provided by law.

31.6 If, at any time, any provision of these Terms is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, then such provision or part thereof will, to that extent, be deemed severable and not form part of these Terms. Neither the legality, validity, or enforceability of the remaining provisions of the Terms under the law of that jurisdiction nor the legality, validity, or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

31.7 The Client accepts that the Company may be closed on significant holidays. This means that the Company may not offer Services, in whole or in part, every day of the year. The Client should keep itself apprised of the Company's regular hours of business and closure Annex to avoid any Service disruption or inconvenience when trading.

31.8 Trading hours for Margin FX Contracts and CFDs vary and will depend on the relevant Underlying Instrument's hours of operation. They are published on our website. We are under no obligation to quote prices or accept orders or instructions on Contracts to which Limited Trading Hours applies

31.9 Nothing in this Agreement is intended to confer on any person other than us or you any right to enforce any term of this Agreement.

31.10 Each party must pay its own expenses incurred in executing this Agreement and negotiating any additional terms and conditions as it relates to a Position.

31.11 If any action or proceeding is brought by or against the Company in relation to these Terms or arising out of any act or omission by the Company, the Client agrees to cooperate with the Company to the fullest extent possible in the defense or prosecution of such action or proceeding.

32. Swap-Free Account

32.1 If you open a swap-free account, you agree that:

32.1.1 in case of an Event of Default, The Company may close all your Open Positions in your Trading Account(s) and deduct or add a penalty (equivalent 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;

32.1.2 The Client will trade only with the applicable Instruments on the Website and, any swap free charge available on the Website will apply;

32.1.3 The Company may amend the swap free charge, amend the applicable Instruments and/or discontinue the swap-free account without issuing any notice to The Client.

32.2 Additional rules on swap-free accounts can be found on the Website or an addendum to this Agreement.

33. Governing Law

33.1 This Agreement and each Position between us and you will be governed by and construed in accordance with the laws of the Republic of Mauritius.

33.2 Both parties submit irrevocably, for our benefit only, to the exclusive jurisdiction of the laws of the governing and applicable license. Both parties waive any objection they may have to proceedings being brought in such courts, waive any claim that such proceedings have been brought in an inconvenient forum, and further waive the right to object, with respect to such proceedings, that such courts do not have any jurisdiction over such party. For the avoidance of doubt, this clause 34.2 will not prevent us from commencing proceedings in any other relevant jurisdiction.

33.3 The courts of the governing jurisdiction shall have exclusive authority to resolve any disputes arising in connection with this Agreement. For such purposes, both the Company and the Client irrevocably submit to the exclusive jurisdiction of these local courts.

33.4 The Client agrees that all complaints or disputes must be referred to the Company in accordance with our Complaint Handling Procedures. The Client must refer any complaint to us first before you decide to progress your complaint to any third party, including the ombudsman

service and regulatory agency. Unresolved complaints or disputes may be then referred by you to the ombudsman services or any independent dispute resolution scheme in which we are a participant.

34. Definition

In these Terms, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

"Access Code" shall mean any password(s), username, or any other security code issued by the Company to the Client, which would allow the Client to utilize the Company's Services;

"Account" shall mean any account or accounts opened in the MT4 Program and/ or MT5 Platform that the Company maintains for the Client for dealing in the products or services made available under these Terms and in which the Client's cash and assets are held, and to which realized profits and/ or losses are debited;

"Account Statement" shall mean a periodic statement of the Transactions and/ or charges credited or debited to an Account at a specific point in time and which will be available to the Client on the Trading Platform;

"Agreement" shall mean as defined in Clause 1.2 of these Terms;

"Applicable Regulations" shall mean any other Rules of a relevant regulatory authority or any other rules of a relevant Market and all other applicable laws, rules, and regulations as in force from time to time;

"Associated Company" shall mean, in respect to the Company, the Company's subsidiaries or holding companies or subsidiaries of such holding companies with "subsidiary" and "holding company";

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

"Base Currency" shall mean the currency in which the Client's Account is denominated and in which the Company will debit and credit the Client's Account;

"Business Day" shall mean any day other than a Saturday or Sunday where banks relevant to the Company are open for general commercial business;

"CFD" or "Contract for Differences" shall mean a margined contract that allows investors to speculate on the price movement of the underlying instrument;

"Client" shall mean you, the individual person or legal entity who is a party to these Terms and a customer of the Company;

"Client Money" shall mean, money of any currency that the Company receives or holds for the Client, or on the Client's behalf, in the course of or in connection with, the business contemplated by the Agreement other than money which is due and payable by the Client to the Company or any third party;

"Closing Date" shall mean the date on which a Transaction is closed by either the Client or the Company in accordance with these Terms;

"Closing Notice" shall mean a notice given to the Client by the Company to close all or part of any Transaction (margined or otherwise) via the Trading Platform or by telephone as applicable;

"Closing Price" shall mean:

(1) in the case of a Rolling Spot Forex Contract, the exchange rate at which the Client can buy if the Rolling Spot Forex Contract the Client wishes to close was a sell, and/ or the exchange rate at which the Client can sell if the Rolling Spot Forex Contract the Client wishes to close was a buy; or

(2) in the case of a CFD the Contract Investment Price at the time a Closing Notice is effective as determined by the Company or the Contract Investment Price at the time a CFD is closed out by the Company exercising any of its rights under these Terms.

"Complex Product" shall mean certain derivative products such as, without limitation, Rolling Spot Forex Contracts, CFDs, warrants, covered warrants, and certain shares if they are not listed on a Regulated Market;

"Confirmation" shall mean a notification from the Company to the Client accompanying the Client's entry into a Transaction;

"Contract Investment Price" shall mean the current price of an Underlying Instrument as determined by the Company;

"Contract Quantity" shall mean the total number of shares, contracts, or other units of the Underlying Instrument that the Client is notionally buying or selling;

"Contract Value" shall mean the Contract Quantity multiplied by the Company's then-current quote for closing the Transaction;

"Corporate Action" shall mean the occurrence of any of the following in relation to the issuer of any relevant financial instrument and/or Underlying Instrument;

- 1) any rights, script, bonus, capitalization, or other issue or offer of shares/ Equities of whatever nature or the issue of any warrants, options, or the like giving the rights to subscribe for shares/ Equity;

- 2) an acquisition or cancellation of own shares/ Equities by the issuer;
- 3) any reduction, subdivision, consolidation, or reclassification of share/ Equity capital;
- 4) any distribution of cash or shares, including payment of dividends;
- 5) a take-over or merger offer;
- 6) any amalgamation or reconstruction affecting the shares/ Equities concerned; and/ or
- 7) any other event that has a diluting or concentrating effect on the market value of any share/ Equity which is an Underlying Instrument or otherwise.

"Credit Support Provider" shall mean any person who has entered into any guarantee, hypothecation agreement, margin, or security agreement in the Company's favor with respect to the Client's obligations under these Terms;

"Event of Default" shall mean any of the events listed in Clause 14.1 of these Terms;

"Exceptional Market Event" shall mean the suspension, closure, liquidation, imposition of limits, special or unusual terms, excessive movement, volatility or loss of liquidity in any relevant Market or Underlying Instrument, or where the Company reasonably believes that any of the above circumstances are about to occur;

"FSC" shall mean the Financial Services Commission or the regulatory authority in the governing jurisdiction;

"FSC Rules" shall mean the Handbook of Rules and Guidance of the FSC;

"Financial Terms" shall mean the details of any interest, costs, fees, or other charges, as varied from time to time, which apply to the Client's Account with the Company;

"Company" shall mean MOHICANS MARKETS or its company licensed in the applicable jurisdiction.

"Force Majeure Event" shall mean as defined in Clause 17.1 of these Terms;

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

"Hedging Facility" shall mean the optional feature on the Trading Platform allowing the Client to hedge investment positions, which can be enabled or disabled;

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

"Manifest Error" shall mean as defined in Clause 20 of these Terms;

"Margin" shall mean the deposit paid to enter into or maintain a transaction;

"Margin Call Warning" shall mean a demand for such sums by way of Margin as the Company may reasonably require for the purpose of protecting itself against loss or risk of loss on present, future, or contemplated transactions in the Account under these Terms;

"Margin Requirement" shall mean the amount of money and/ or assets that the Client is required to deposit and/ or hold with the Company as consideration for entering into a Transaction and/ or maintaining an Open Position on its Account;

"Margined Transaction" shall mean any Transaction liable to Margin;

"Market" shall mean any market or multilateral trading facility subject to government or state regulation with established trading rules and trading hours including without limitation a Regulated Market;

"Market Order" shall mean an Order to enter the Market at the best current price offered by the Company at that time;

"MT4 Program" shall mean a trading software program developed by Meta Quotes Software Corporation;

"MT5 Program" shall mean a trading software program developed by Meta Quotes Software Corporation;

"Multi-Product Platform" shall mean the Company's multi-product platform as offered from time to time;

"Notice Letter" shall mean the letter which noncompany the status and categorization of the Client to the Company, and which the Client agrees and acknowledges together with the Terms;

"Open Position" shall mean a Transaction which has not yet been closed in whole or in part under these Terms;

"Order" shall mean an instruction to purchase or sell a CFD Contract, a Rolling Spot Forex Contract, and/ or any other products offered by the Company from time to time, at a price quoted by the Company as appropriate;

"OTC" shall mean an abbreviation of "Over the Counter" and includes any Transaction concerning a commodity, security, currency, or other financial instrument or property, including any future, or CFD which is traded off the exchange by the Company rather than on a regulated stock or commodities exchange;

"P&L" shall mean the total of the Client's profits (whether realized or not) less the Client's losses (whether realized or not);

"PAMM" shall mean an abbreviation or "Percentage Allocation Management Module", which means that a Fund Manager is able to trade the funds of several customers at the same time under one master account. That master account is only a reflection of the sum of the various customers' accounts. Margin, profits and losses, commissions, and Roll-Over fees on each

position are allocated to each customer's account based on the percentage of the master account they make up;

"Principal" shall mean the individual person or legal entity which is a party to the Transaction;

"Referring Partner" shall mean a person or Company who acts on behalf of the Client to effectuate an introduction of the Client to the Company; and who is not a Fund Manager of the Company;

"Regulated Market" shall mean a multilateral trading system operated by a market operator in the stock exchange that brings together multiple third-party buying and selling interests in financial instruments where the instruments traded are admitted to the Market according to its rules and systems; "Resident of the United States of America" shall mean any natural person resident in the United States; any company, partnership, or other legal entity created or organized under the laws of any jurisdiction of the United States; a branch or agency of a foreign entity located in the United States; a trust of which the trustee is a United States resident; an estate of which a United States resident is the executor or administrator; or any account held for the benefit of a Resident of the United States;

"Rolling Spot Forex" shall mean any OTC contract which is a purchase or sale of foreign currency entered into between the Client and the Company, excluding forward contracts;

"Entry Order" shall mean an Order, stop or limit, initiating an open position and executed when a specific price level is reached as specified in the Order;

"Roll-Over Fee" shall mean as defined in Clause 6.4 of this Annex.

"Secure Access Website" shall mean the password-protected part of the Company's website (or any website notified to the Client by the Company) through which the Client can view its Account information;

"Service Provider" shall mean a person or Company who provides a third-party service to the Client via the Company that is compatible with or enhances the Company's Services;

"Services" shall mean the services to be provided to the Client by the Company under these Terms;

"Terms" shall mean these Standard Terms of Business between the Client and the Company;

"Trading Platform" shall mean the password-protected online or downloadable electronic facility where the Client can trade with the Company under these Terms via MT4/5 Program and/or the Multi-Product Platform or any other platform included by the Company from time to time;

"Transaction" shall mean a contract in a financial instrument or any other contractual arrangement entered into between the Client and the Company including a Margined Transaction as defined in these Terms; and

"Underlying Instrument" shall mean the index, commodity, currency, Equity, or other instrument, asset, or factor whose price or value provides the basis for the Company or any third party to determine its price or the executable price for a Market or product.

Annex A Rolling Spot Forex

1. Scope

1.1 This Annex A (Rolling Spot Forex) supplements and amends the Terms as expressly provided below. In the event of any conflict or inconsistency between the main body of the Terms and this Annex, the provisions in this Annex shall prevail. The Client acknowledges and agrees that, by executing the Notice Letter, the Client will be bound by the provisions of this Annex A.

1.2 This Annex together with the main body of the Terms shall govern the relationship between the Client and the Company when the Client enters into a Rolling Spot Forex Contract.

2. Definitions

2.1 Words or phrases defined in the main body of the Terms shall be assigned the same meaning in this Annex A (Rolling Spot Forex) unless otherwise defined.

2.2 In this Annex A (Rolling Spot Forex), the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

"Entry Order" shall mean an Order, stop or limit, initiating an open position and executed when a specific price level is reached as specified in the Order;

"Roll-Over Fee" shall mean as defined in Clause 6.4 of this Annex.

3. Risks

3.1 The Company has delineated a general description of the nature and associated risks of the products and investments it offers in the High-Risk Investment Notice contained in Annex C. The Client is hereby advised to thoroughly review this information prior to engaging in any trading activities under these Terms.

4. Opening Rolling Spot Forex Contracts

4.1 A Rolling Spot Forex Contract will only be formed when the Client provides an instruction to place an Order on a quote provided by the Company (either through the Trading Platform or via telephone the latter is only available in the event of an emergency where the Client is unable to execute and/or close a Transaction over the Trading Platform), and the Company executes the instruction in accordance with Clause 5 (Dealings Between the Company and the Client) of the main body of the Terms.

4.2 The Client may cancel an Order at any time by providing notice to the Company unless and until the Order has been executed in whole or in part, only if the Order is an Entry Order. If an Order has been executed in whole or in part it will not be possible for the Client to cancel the Order to the extent that the Order has been executed. If an Order is a Market Order, it will not be possible for the Client to cancel the Order at any time.

4.3 For Accounts where the Client is using the Non-Hedging Setting, if the Client:

4.3.1 gives an Order to open a long position in relation to a currency pair on an Account where at that time the Client already has on that Account a short position in relation to the same currency pair; or

4.3.2 gives an Order to open a short position in relation to a currency pair where the Client already has a long position in relation to the same currency pair; then the Company will treat the Client's instruction to open the new position as an instruction to close the existing position to the extent of the size of the new position. If the new position is greater in size than the existing position, then the existing position will be closed in full and a new Rolling Spot Forex Contract will be opened in relation to the excess size of the new position.

4.4 For Accounts where the Client is using the Hedging Setting, if the Client:

4.4.1 gives an Order to open a long position in relation to a currency pair on an Account where at that time the Client already has on that Account a short position in relation to the same currency pair; or

4.4.2 gives an Order to open a short position in relation to a currency pair where the Client already has a long position in relation to the same currency pair; the Company will not treat the Client's instruction to open the new position as an instruction to close the existing position.

5. Closing a Rolling Spot Forex Contract

5.1 On any Business Day on which the Client wishes to close any Rolling Spot Forex Contract (whether in whole or in part) the Client may give a Closing Notice to the Company specifying the Rolling Spot Forex Contract it wishes to close, the related currency pair, the Contract Quantity and the Closing Date.

5.2 Following receipt of a Closing Notice, the Company shall inform the Client of the Closing Price of the Rolling Spot Forex Contract and the Rolling Spot Forex Contract will be closed at that price on the Closing Date. Any amounts payable by the Client to the Company as a result of the closed Rolling Spot Forex Contract are immediately due and payable on the Closing Date. Conversely, any amounts payable by the Company to the Client as a result of the closed Rolling Spot Forex Contract are immediately due and payable on the Closing Date and will be deposited into the Client's Account.

6. Rollover

6.1 A Rolling Spot Forex Contract is generally considered an open-ended contract with no definitive close date. Open-ended Rolling Spot Forex Contracts will roll over each trading day until the Client instructs the Company to close the Rolling Spot Forex Contract (and the Company accepts and acts on that instruction).

6.2 For the purposes of determining and fulfilling the Client's obligations with respect to a Rolling Spot Forex Contract, including but not limited to the Client's Margin obligations under the main body of the Terms, a Rolling Spot Forex Contract shall be deemed to be a single Rolling Spot Forex Contract which is initiated when the Rolling Spot Forex Contract is first opened and closed when the Client instructs the Company to close the Rolling Spot Forex Contract (and the Company accepts and acts on that instruction).

6.3 The Company reserves the right to discontinue a rolling Market facility at any time. The Company will notify the Client as soon as is reasonably practicable should it decide for whatever reason to discontinue the rollover facility.

6.4 Where the Client enters into a Rolling Spot Forex Contract with the Company and the Client rolls that contract from one day to the next, the Company will charge the Client a Roll- Over Fee relative to that Transaction, which:

6.4.1 will vary between currency pairs;

6.4.2 depend on the Contract Quantity; and

6.4.3 is subject to change from time to time.

6.5 The Roll-Over Fee may be positive or negative, meaning that the Client will either owe money to the Company or receive money from the Company each night a Rolling Spot Forex Contract is rolled over. Details about the Roll-Over Fee may be communicated to the Client through a variety of means including but not limited to notification via the Trading Platform, telephone, the Company's website, and/or the Financial Terms.

Annex B - Contracts for Difference

1. Scope

1.1. This Annex B (Contracts for Difference) supplements and amends the main body of the Terms as expressly provided below. In the event of any conflict or inconsistency between the main body of the Terms and this Annex, the provisions in this Annex shall prevail. The Client acknowledges and agrees that, by executing the Notice Letter, the Client will be bound by the provisions of this Annex B.

1.2. This Annex B together with the main body of the Terms shall govern the relationship between the Client and the Company when the Client enters into a CFD Contract.

1.3. Where the Client is a Resident of the United States of America, the Client is ineligible to enter into any CFD Contract, and therefore any reference to CFDs in the main body of the Terms and this Annex shall not apply to the Client.

2. Definitions

2.1 Words or phrases defined in the main body of the Terms shall be assigned the same meaning in this Annex unless otherwise defined.

2.2 In this Annex, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

"Calculation Adjustment" shall have the meaning given to it in Clause 8.4 of this Annex;

"CFD Contract" shall mean any CFD entered into between the Client and the Company;

"Entry Order" shall mean an Order, stop or limit, initiating an open position and executed when a specific price level is reached as specified in the Order;

"Finance Charge" shall mean the fee charged by the Company to the Client for rolling a CFD Contract from one day to the next;

"Merger Event" shall have the meaning given to it in Clause 8.5 of this Annex;

"Single Share CFD" shall mean a CFD Contract where the Underlying Instrument relates to one Equity rather than a basket of Equities;

"Take-over Offer" shall mean with respect to any CFD Contract that relates to an Equity, a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain (by conversion or other means) 50% or more of the outstanding voting shares of the issuer of the relevant Equity or share; and

"Transaction Charge" shall mean the fee charged by the Company to the Client for opening and/or closing a CFD Contract where the Underlying Instrument is a Security.

3. Risks

3.1 The Company has set out a general description of the nature and risks associated with the products and investments it offers in the High-Risk Investment Notice in Annex C. The Client should review this information before trading under these terms.

4. Services

4.1 Subject to the Client fulfilling its obligations under the terms, the Company may enter into CFD Contracts with the Client, the subject of such contracts relating to any Underlying Instrument offered by the Company from time to time.

4.2 A CFD is a cash-settled contract, that seeks to confer similar economic benefits to an investment in the relevant Underlying Instrument, without the usual costs and rights associated with an investment in the Underlying Instrument, although other costs and rights will apply to a CFD. Therefore, unless otherwise agreed in writing by the Company and the Client, the Client acknowledges and agrees that it will not be entitled to delivery of, or be required to deliver, the Underlying Instrument to which a CFD Contract relates, nor will the Client acquire any interest in the relevant Underlying Instrument or be entitled to receive dividends or any equivalent thereof, to exercise voting rights, to receive any rights pursuant to any rights or bonus issue, or to participate in any placing or open offer by virtue of its CFD Contract where an Underlying Instrument is a Security. The payment of any dividend or occurrence of any rights or bonus issue, placing, open offer or take-over in respect of a CFD Contract where the Underlying Instrument is a Security, shall be dealt with in accordance with these terms.

5. Obtaining a Quote and Order Placement

5.1 At any time that the Client wishes to obtain a quote or place an Order to open a CFD Contract, the Client may contact the Company (or an Associated Company or a Fund Manager) in accordance with the provisions of Clause 5.3 of this Annex.

5.2 Where requested by the Client, the Company may, but shall not be obliged to, provide quotes or receive Orders outside the normal hours of trading.

5.3 Depending on the Underlying Instrument, the Client may contact the Company (or an Associated Company or a Fund Manager) to obtain a quote, place an Order or otherwise trade with the Company subject to the following:

5.3.1 where the Client wishes to deal in a CFD the subject of which is not a Security, the Client may obtain an indicative quote, place an Order, or otherwise trade with the Company in accordance with Clause 9.1.1 of the main body of the Terms;

5.3.2 where the Client wishes to deal in a CFD, the subject of which is a Security, the Client may request an indicative quote, place an Order, or otherwise trade with the Company electronically through the Trading Platform or by telephoning the Company's office. Orders by telephone will only be accepted by the Company during specified hours which will be notified to the Client from time to time and subject to inability to execute Orders via the Trading Platform. The Client can only place an Order via telephone by talking directly to the authorized personnel of the Company. No messages may be left, and no Orders may be placed using an answering machine or voicemail phone facilities via facsimile.

5.4 The Company may stipulate a minimum and/or maximum Contract Quantity per Underlying Instrument from time to time and the Company reserves the right to vary such stipulations according to market conditions.

6. Opening CFD Contracts

6.1 A CFD Contract will only be formed when the Client provides an instruction to place an Order on a quote provided by the Company, and the Company executes the instruction in accordance with Clause 9 (Dealings between the Company and the Client) of the main body of the Terms and Clause 5 (Obtaining a Quote and Order Placement) of this Annex

6.2 The Client may cancel an Order at any time by providing notice to the Company unless and until the Order has been executed in whole or in part, only if the Order is an Entry Order. If an Order has been executed in whole or in part it will not be possible for the Client to cancel the Order to the extent that the Order has been executed. If an Order is a Market Order, it will not be possible for the Client to cancel the Order at any time.

6.3 For Accounts where the Client is using the Non-Hedging Setting, if the Client:

6.3.1 gives an Order to open a long position in relation to an Underlying Instrument on an Account where at that time the Client already has on that Account a short position in relation to the same Underlying Instrument; or

6.3.2 gives an Order to open a short position in relation to an Underlying Instrument where the Client already has a long position in relation to the same Underlying Instrument;

then the Company will treat the Client's instruction to open the new position as an instruction to close the existing position to the extent of the size of the new position. If the new position is greater in size than the existing position, then the existing position will be closed in full and a new CFD Contract will be opened in relation to the excess size of the new position.

6.4 For Accounts where the Client is using the Hedging Setting, if the Client:

6.4.1 gives an Order to open a long position in relation to an Underlying Instrument on an Account where at that time the Client already has on that Account a short position in relation to the same Underlying Instrument; or

6.4.2 gives an Order to open a short position in relation to a Contract Investment Price where the Client already has a long position in relation to the same Underlying Instrument;

the Company will not treat the Client's instruction to open the new position as an instruction to close an existing position.

7. Closing CFD Contracts

7.1 On any Business Day on which the Client wishes to close any CFD Contract (whether in whole or in part) the Client may give a Closing Notice to the Company specifying the CFD Contract it wishes to close, the related Underlying Instrument, the Contract Quantity and the Closing Date.

7.2 Following receipt of a Closing Notice, the Company shall inform the Client of the Closing Price of the CFD Contract and the CFD Contract will be closed at that price on the Closing Date. Any amounts payable by the Client to the Company as a result of the closed CFD Contract are immediately due and payable on the Closing Date. Conversely, any amounts payable by the Company to the Client as a result of the closed CFD Contract are immediately due and payable on the Closing Date and will be deposited into the Client's Account.

8. CFD Contracts on Securities

8.1 Clause 8 (CFD Contracts on Securities) of this Annex will apply to the Client when it enters into a CFD Contract with the Company, the subject of which is formed by Securities.

8.2 If any Securities become subject to possible adjustments as the result of any of the events set out in Clause 8.3 of this Annex, the Company shall determine the appropriate adjustment, if any, to be made to the current Contract Value or Contract Quantity of any related

CFD Contract to account for the dilutive or concentrative effect as necessary to preserve the economic equivalent of the CFD Contract prior to the relevant event or to reflect the effect of the event on the relevant Underlying Instrument. Such adjustments will be effective as of the date determined by the Company.

8.3 The events to which Clause 8.2 of this Annex refers may include, without limitation, the declaration by the issuer of the Securities of the terms of any of the following:

8.3.1 a subdivision, consolidation, or reclassification of shares, or free distribution of shares to existing holders by way of bonus, capitalization, or similar issue;

8.3.2 distribution to existing holders of the underlying Securities of additional shares, other share capital, or Securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer, or Securities, rights, or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing Market price per share; or

8.3.3 any event in respect of the Securities analogous to any of the foregoing events or otherwise having a dilutive or concentrative effect on the Market value of the Security.

8.4 If at any time a Merger Event as defined below occurs or a Take-over Offer is made in respect of any relevant Underlying Instrument where the subject is a Security, then on or after the date of the Merger Event or at any time prior to the Closing Date of such Take-over Offer, a "Calculation Adjustment" (as defined herein) may be made. Calculation Adjustment means that the Company shall either:

8.4.1 make such adjustment to the exercise, settlement, payment, or any other terms of the CFD Contract as the Company may determine is appropriate to account for the economic effect, if any, on the Security as a result of such Merger Event or Take-over Offer (provided that no adjustments will be made to account solely for changes in volatility) expected dividends, stock

loan rate or liquidity relevant to the Security, which may, but need not, be determined by reference to adjustment(s) made in respect of such Merger Event or Take-over Offer by an exchange to futures on the relevant Security traded on such exchange; or

8.4.2 determine the effective date of that adjustment (if any).

8.5 If the Company determines that no adjustment could be made under Clause 8.4 of this Annex, which would produce a commercially reasonable result, the Company will issue a Closing Notice to the Client. The date of such notice will be the Closing Date. The Closing Price shall be such price as is notified by the Company to the Client. For the purposes of this Clause, Merger Event means in respect of any CFD the subject of which is formed by Securities:

8.5.1 any reclassification or change of the Security that results in a transfer of or an irrevocable commitment to transfer all outstanding Securities of the same class as the Underlying Instrument to another entity or person, whether by consolidation, amalgamation, merger, or binding share exchange of the issuer of the relevant Security with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such issuer is the continuing entity and which does not result in a reclassification or change of all such outstanding Securities);

8.5.2 Take-over Offer of the outstanding Securities of the issuer that results in a transfer of or an irrevocable commitment to transfer all of them (other than those Securities already owned or controlled by such other entity or person); or

8.5.3 consolidation, amalgamation, merger, or binding share exchange of the issuer of the relevant Securities or its subsidiaries with or into another entity in which the issuer is the continuing entity and which does not result in a reclassification or change of all such Securities but results in the outstanding Securities (other than those Securities owned or controlled by

such other entity) immediately prior to such event collectively representing less than 50% of the outstanding Securities immediately following such event.

8.6 If all or substantially all the shares or assets of an issuer of Securities (such issuer and Securities being the subject of an existing CFD Contract) are nationalized, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof, the day on which such event occurs, or is declared shall be the Closing Date. The Closing Price shall be such price as is notified by the Company to the Client.

9. CFD Contracts on Financial Instruments

9.1 Clause 9 (CFD Contracts on Financial Instruments) of this Annex shall govern the relationship between the Client and the Company when the Client enters into a CFD Contract which has a Financial Instrument as the basis of the contract.

9.2 If at any time trading on an exchange or market is suspended which affects the Underlying Instrument to a CFD Contract, the Company shall calculate the value of the CFD Contract with reference to the last traded price before the time of suspension, or the Closing Price if no trading in that Financial Instrument is undertaken during the Business Day on which a suspension occurs. In the event that the aforesaid suspension continues for five (5) Business Days, the Client and the Company may agree, in good faith, a Closing Date and a value of the CFD Contract. In the absence of such agreement, the CFD Contract shall remain open in accordance with the provisions of this Clause until such time as the aforesaid suspension is lifted or the CFD Contract is otherwise closed. During the term of a CFD Contract, in the event that the Underlying Instrument is suspended, the Company has the right to terminate the CFD Contract at its discretion and/or to amend or vary any Margin Requirements and Margin rates for that CFD Contract.

9.3 If a Regulated Market on which a Financial Instrument is principally traded announces that pursuant to the rules of such Market the relevant shares have ceased or will cease to be listed, traded, or publicly quoted on the Market for any reason (other than a Merger Event or Take-over Offer) and are not immediately re-listed, re-traded or re-quoted on a Market or quotation system located in the same country as the Market, or already so issued, quoted or traded, and the Client has a CFD Contract relating to the affected Financial instrument, the day on which such an event occurs, or (if earlier) is announced, shall be the Closing Date. The Closing Price will be such price as notified by the Company to the Client.

10. Transaction Costs and Rollover

10.1 In respect of Transactions in certain CFD Contracts, the Company may charge the Client a Transaction Charge and/or a Finance Charge. Transaction Charges will be specified in the Financial Terms as amended from time to time. Transaction Charges and Finance Charges will be deducted from the Client's Account following such times delineated in Clause 10.7 of this Annex. The Client must have sufficient money in its Account at the relevant time to meet such obligations.

10.2 Where the Client opens a CFD Contract with the Company and the Underlying Instrument of that contract is a Security, the Company will charge the Client a Transaction Charge to open and close the CFD Contract. Details behind the Transaction Charge, including its calculation, are located in the Financial Terms.

10.3 A CFD Contract is generally considered an open-ended contract with no definitive close date unless the Underlying Instrument, the Market or the Company otherwise requires it. Both open-ended and fixed-term CFD Contracts will roll over each trading day until the Client instructs the Company to close the open CFD Contract (and the Company accepts and acts on that instruction) or the definitive close date is reached. The Contract Value of an open CFD

Contract is adjusted with reference to the Market price of the Underlying Instrument each trading day that a CFD Contract remains open.

10.4 For the purposes of determining and fulfilling the Client's obligations with respect to a CFD Contract, including but not limited to the Client's Margin obligations under the main body of the Terms, a rolling CFD Contract shall be deemed to be a single CFD Contract which is initiated when the CFD Contract is first opened and closed when the Client instructs the Company to close the open CFD Contract (and the Company accepts and acts on that instruction) or the definitive close date is reached.

10.5 The Company reserves the right to discontinue the rolling market facility at any time. The Company will notify the Client as soon as is reasonably practicable should it decide for whatever reason to discontinue the rolling market facility.

10.6 Where the Client enters into a CFD Contract with the Company and the Client rolls that CFD Contract from one day to the next, the Company will charge the Client a Finance Charge relative to that Transaction, which:

10.6.1 will vary between Underlying Instruments;

10.6.2 depend on the Contract Quantity; and

10.6.3 is subject to change from time to time. The Finance Charge may be positive or negative, meaning that the Client will either owe money to the Company or receive money from the Company each night a CFD Contract is rolled over.

Details about the Finance Charge may be communicated to the Client through a variety of means including but not limited to notification via the Trading Platform, telephone, the Company's website, and/or the Financial Terms.

10.7 Depending on the Underlying Instrument, the Client may incur the Finance Charge at different times. Unless the Client:

10.7.1 closes a CFD Contract (the Underlying Instrument of such contract being anything other than a Security) before 22:00 GMT (GMT +1 during the summer period), the Company will automatically roll over such open CFD Contracts on the Client's Account to the following Business Day, and subsequently charge the Client the relevant Finance Charge; or

10.7.2 closes a CFD Contract (the Underlying Instrument of such contract being a Security) before the close of the Market where the Underlying Instrument is traded, the Company will automatically roll over such open CFD Contracts on the Client's Account to the following Business Day, and subsequently charge the Client the relevant Finance Charge.

11. Account Statements

11.1 Account Statements shall, in the absence of Manifest Error or grossly obvious inaccuracies, be conclusive and binding on the Client, unless the Client notifies the Company of its rejection in writing within five (5) Business Days of dispatch of the Account Statement to the Client, or if the Company notifies the Client of an error in the Account Statement within the same period.

11.2 Where the Client does not open, hold, or close a CFD position (where the Underlying Instrument of the contract is a Security) in a given day, no Account Statement will be generated for that day.

12. Margin

12.1 The Company may apply assets held by the Company for the Client's behalf as Margin, which may be used by the Client to conduct Margined Transactions in CFD Contracts where the Underlying Instrument of such contract is a Security.

12.2 Where the Company holds bonds or Equities on behalf of the Client, the Company shall rate the value of such Equities and bonds that it chooses to accept as consideration for Margin in its sole and absolute discretion on a daily basis following the close of Markets. When rating such bonds and Equities, the Company uses a percentage rating (as determined by the Company in its sole and absolute discretion) to value the Securities held. The cumulative valuation is then added to the Client's Account as a usable Margin, which can be viewed by the Client on the Secure Access Website and/or on the Trading Platform (where available). Because such Margin is tied to non-cash collateral that is subject to market movements, the Client expressly acknowledges that the usable Margin derived from the non-cash collateral will fluctuate based on market movements from time to time.

Annex C - High-Risk Investment Notice

1. Scope

1.1 This Annex C High-Risk Investment Notice ("Notice") supplements and amends the main body of the Terms as expressly provided below. In the event of any conflict or inconsistency between the main body of the Terms and this Notice, the provisions of this Notice shall prevail. The Client acknowledges and agrees that, by executing the Notice Letter, the Client will be bound by the provisions of this Notice.

2. Definitions and Interpretations

2.1 Words or phrases defined in the main body of the Terms shall be assigned the same meaning in this Notice unless otherwise defined.

2.2 In this Notice, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

"You" shall mean the Client; and "We", "us", and "our" shall mean the Company.

3. General Information

3.1 It is a requirement that you acknowledge it, understand it, and agree to this notice before you open an account with us.

3.2 This Notice does not disclose all the risks and other significant aspects that may exist when trading in the financial markets, and before opening an account with us, we will make an assessment of whether the services are appropriate for you, and notify you where we do not deem the services appropriate for you; however, it is your responsibility to ensure that you fully understand the nature of the transactions you are entering into and the extent of your exposure to risk before opening an account with us.

3.3 Before entering into any transaction with us, you should furthermore be satisfied that the contract is suitable for you in light of your circumstances and financial position. In the event you have any doubts with respect to the risks or appropriateness of any investment, please seek professional advice from an independent financial advisor.

3.4 Should you decide to open an account with us, it is important that you remain aware of the risks involved with the services provided hereunder; that you have adequate financial resources to bear such risks; and that you monitor your open positions carefully at all times. The value of the investments can increase and fall, and any income from them is not guaranteed. When trading margined transactions, it is possible to lose more than your initial investment with us and your entire account balance. You should only trade with funds that you can afford to lose. It must also be noted that past performance is not a guide to future performance.

4. Execution Only

4.1 Our services enable you to trade in financial products in the relevant markets via the Internet and trading platform on an execution-only basis. We will therefore not provide you with

any form of investment and/or tax advice, or advise you on the merits of a particular transaction.
Any decision

on investments is purely your own decision. In the provision of the services, we are not required to assess the suitability of the services provided or offered to you.

4.2 Please therefore ensure you carefully read and understand the risks involved in any trading decision you make. If you have any doubt whether an investment is suitable for you, you should obtain independent expert advice.

5. Contingent Liability Transactions

5.1 Contingent liability transactions, such as contracts for differences (CFDs), rolling spot forex, and other financial products traded on margin will require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately.

5.2 If you trade in CFDs or other products traded on margin you may sustain a total loss or more of the margin you deposit to establish or maintain an open position. In the event the market moves against you, you may be called upon to pay substantial additional funds or margin at short notice to maintain the open position with us. If you fail to do so within the time required, your open position may be liquidated at a loss and you will be liable for any resulting deficit.

5.3 Even if a transaction is not margined, it may still carry an obligation to make further payments, and in certain circumstances over and above any amount paid when you executed the transaction.

5.4 CFD transactions will be carried out for you whenever possible on or under the rules of a recognized or designated investment exchange. However, contingent liability transactions entered into by you, that are not traded on or under the rules of a recognized or designated

investment exchange (such as rolling spot forex transactions, may expose you to substantially greater risks).

5.5 Prior to commencing trading, you are advised to obtain comprehensive details of all commissions and other charges for which you will be liable. If any charges are not expressed in monetary terms (but, for example, as a percentage of contract value), you should obtain a clear and written explanation, including appropriate examples, to establish what such charges are likely to mean in specific monetary terms. In the case of futures, when commission is charged as a percentage, it will normally be as a percentage of the total contract value, and not simply as a percentage of your initial payment.

6. Rolling Spot Forex

6.1 Transactions in rolling spot forex contracts carry a high degree of risk, and may not be suitable for all investors. The "gearing" or "leverage" often obtainable in rolling spot forex trading means that a relatively small market movement can lead to a proportionately much larger movement in the value of your liability. Before deciding to trade rolling spot forex contracts you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose. Margined currency trading is one of the riskiest forms of investment available in the financial markets and is only suitable for experienced individuals and institutions. Given the possibility of losing an entire investment, speculation in the precious metals or foreign exchange market should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial well-being.

7. Contracts for Difference

7.1 By transacting in CFDs, you are subject to a higher level of risks than the risks associated with transactions in traditional shares. You may not get back the amount initially invested and

may be required to make additional payments by way of margin payments on a frequent basis. Investors in CFDs may be subject to unlimited losses.

7.2 You should not deal with CFDs unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. Although CFDs can be utilized for the management of investment risk, they may not be suitable for some investors.

8. CFDs settled in cash

8.1 Investing in a CFD carries the same risks as investing in a future, option, or other derivative product. Transactions in CFDs may also have a contingent liability (as elaborated on above) and you should be aware of the implications of this.

9. Volatile Markets and Closed Markets

9.1 Various situations, developments, or events may arise when the markets for the underlying instruments are closed for trading. These events may cause the CFD markets to open at a significantly different price from when the CFD markets were closed (gapping). There is a substantial risk that stop orders left to protect open positions held over the periods when the CFD markets are closed, will be executed at levels significantly worse than their specified price.

9.2 Under certain trading conditions it may be difficult or impossible to liquidate an open position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that trading in the underlying market is suspended or restricted.

10. Non-Guaranteed Stops

10.1 Placing a non-guaranteed stop order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order if the underlying market moves straight through the stipulated price.

11. Weekend Risk

11.1 Various situations, developments, or events may arise over a weekend (Friday 20.55 GMT - Sunday 21.01 GMT during the summer period)) when the currency markets generally close for trading, that may cause the currency markets to open at a significantly different price from where they closed on Friday afternoon. Clients shall be unable to utilize the trading platform to place or modify orders during weekends and other periods when the markets are generally closed. There exists a substantial risk that stop-loss orders left to protect open positions held over such periods may be executed at levels significantly less favorable than the specified price.

12. Liquidity Risk

12.1 Trading in the OTC market carries a high degree of liquidity risk. You acknowledge that liquidity risk resulting from decreased liquidity is usually due to unanticipated changes in economic and/or political conditions. You acknowledge that liquidity risk can affect the general market in that all participants experience the same lack of buyers and/ or sellers. It can also be due to changes in liquidity available to us from our inter-bank liquidity providers. When liquidity decreases, you can expect, at the minimum, to have wider bid/ask spreads as the supply for available bid/ask prices outstrips demand. Decreases in liquidity can also result in a "fast market" condition where the price moves sharply higher or lower or in a volatile up/down pattern without trading in an ordinary step-like fashion. It is therefore important to note that our prices, bid/ask spreads, and liquidity will reflect the prevailing inter-bank market liquidity.

13. Electronic Trading

13.1 Trading through the trading platform as an electronic trading system may differ from trading in a conventional or open market. Customers that trade on an electronic trading system are exposed to risks associated with the system, including the failure of hardware and software and system downtime, including without limitation the individual customer's systems and the communication infrastructure connecting the trading platform with the customers.

13.2 You understand that by choosing to conduct trading via our trading platform, you assume and accept certain risks as highlighted in our prevailing Terms and for which you agree that neither us nor our third-party service providers shall be liable, including but not limited to the risk of power outages, broken connections, network circuit obstruction or congestion, transmission failures, transmission delays, the risk of delayed communications during period of increased market volatility, delay and/ or rejection by a third party broker involved in your transaction and/ or other occurrences outside our direct control (collectively, "Technical Issues"). You hereby agree to indemnify and hold us harmless with respect to any and all losses you may sustain in connection with any and all of the Technical Issues. Under no circumstances shall we be liable for your inability to engage in trading via our trading platform, nor shall we be responsible for any losses or missed opportunities incurred by you due to the delay or non- delivery of any order or instruction via the trading platform.

14. Risk Reducing Orders or Strategies

14.1 The placing of certain orders (e.g., stop-loss orders), which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions, may be as risky as taking simple "long" or "short" positions.

15. Electronic Communication

15.1 We offer you the opportunity to trade and communicate with us via electronic means, for example by our trading platform and email. Although electronic communication is often a reliable way to communicate, no electronic communication is entirely reliable or always available. In the event you choose to deal with us via electronic communication, you should be aware that electronic communications can fail, can be delayed, may not be secure, and/or may not reach the intended destination.

16. Foreign Markets

16.1 Foreign markets involve different risks than those in the local markets. In some cases, the risks will be greater. The potential for profit or loss from transactions on foreign markets or in foreign-denominated contracts will also be affected by fluctuations in the foreign exchange rates. Such enhanced risks include the risks of political or economic policy changes, which may substantially and permanently alter the conditions, and price of a foreign currency.

17. Collateral

17.1 In the event that you deposit collateral as security with us, the handling and treatment of such collateral will differ based on the type of transaction and the trading venue. There may be substantial variances in the treatment of your collateral depending on whether the trading occurs on a recognized or designated investment exchange, wherein the rules of that exchange and the associated clearing house shall apply, or if the trading occurs off-exchange. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets that you deposited and may have to accept payment in cash or equivalent.

18. Prices

18.1 The prices quoted on the trading platform are independent of the prices of other institutions. Therefore, prices reported by us are independent and can differ from prices displayed elsewhere or from other liquidity providers in the interbank market. Differences can result from, but are not limited to, changes in liquidity from interbank market makers, resulting in an unbalanced position or exposure, or differing expectations of price movements. We expect that in most cases the prices provided to you will be in line with the interbank market but we cannot represent, warrant, or covenant, explicitly or implicitly, that this will always be the case. Consequently, we may exercise considerable discretion in setting margin requirements and collecting margin deposits.

19. Commissions

19.1 Prior to commencing trading, you should obtain details of all commissions and other charges for which you will be liable. Should any charges not be expressed in monetary terms (but rather as a percentage of the contract value, for example), you must secure a clear written explanation, inclusive of appropriate examples, to ascertain what such charges will likely translate to in specific monetary terms. In the case of futures contracts, when commission is charged as a percentage, it will typically be calculated as a percentage of the total contract value, rather than merely a percentage of your initial payment.

20. Suspensions of Trading

20.1 Under certain trading conditions it may be difficult or impossible to liquidate an open position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that without limitation under the rules of the relevant exchange, or third-party liquidity provider, trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, as market conditions may make it impossible to execute such an order at the stipulated price and your order may be executed at a worse price (slippage).

21. Liquidation of Open Positions

21.1 Positions may be liquidated or closed out without your consent in the event you fail to meet a margin call warning. Additionally, the insolvency, default or any market condition affecting any broker involved in your transaction may lead to positions being liquidated or closed out without your prior consent. Under certain circumstances, you may not receive the actual assets that you lodged as collateral and may be required to accept any available payment in cash.

22. Trading via a Fund Manager

22.1 We disclaim any and all responsibility for the actions of third-party fund managers. You agree to indemnify and hold us, our employees, agents, officers, directors, and shareholders harmless from any and all losses incurred by you as a result of actions undertaken by such third-party fund managers. Should you grant a third-party fund manager discretionary trading authority, you grant such authority at your sole and full risk.

23. Insolvency

Any insolvency or default may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets, which you lodged as collateral and you may have to accept any available payment in cash. Additionally, and unless you are a Retail Client, you transfer full ownership and title to a portion or all of the money you deposit with us representing an amount necessary to secure your open positions or cover your actual or future contingent or prospective obligations (which will be calculated daily at our sole discretion based on your daily open positions and trading and which may be greater than the margin required to maintain your open positions, as market conditions may dictate). You will not have a proprietary claim over that portion or any of your money and that portion or any of your money will not be segregated, and you will rank only as a general creditor of ours with respect to any claim for the payment of such portion of the above-described money you deposit which may therefore be irrecoverable in the event of any insolvency or default.

Annex D - Temporary Credit Terms and Conditions

1. Provision of Temporary Credit

Credits can be provided at our sole discretion. It is not a mandatory service under this agreement.

1.1 Temporary Nature of Credit:

Temporary credit may be provided to clients at the discretion of the broker to prevent premature closure of positions during periods of insufficient margin. This credit is meant as a short-term solution and must be repaid promptly following the deposit of funds by the client.

1.2 Purpose:

The credit facility is strictly for temporary purposes and is designed to protect the client's positions from stop-outs during periods of margin deficiency. The credit is not intended for long-term use or as a substitute for a proper deposit.

2. Conditions for Use

2.1 Credit Eligibility:

To be eligible for temporary credit, the client must meet specific requirements as outlined by the broker, including but not limited to a demonstrated intent to deposit funds within a short timeframe.

2.2 Limitations on Credit:

The amount of credit provided will be limited and based on the client's margin requirements. The credit offered will be withdrawn immediately once the client's deposit has been successfully processed.

3. Repayment and Withdrawal of Credit

3.1 Deposit Requirement:

Clients must deposit sufficient funds into their trading accounts within [insert time period] from receiving the credit. The credit will be automatically or manually withdrawn once the deposit is confirmed.

3.2 Automatic Withdrawal:

The broker will implement an automatic system to ensure that temporary credit is withdrawn immediately upon confirmation of the deposit. The client will receive notification of both the deposit and the withdrawal of credit.

3.3 Manual Withdrawal:

In cases where automatic withdrawal is not possible, the broker reserves the right to manually withdraw the credit as soon as the deposit is processed and verified.

4. Consequences of Non-Compliance

4.1 Failure to Deposit:

If the client fails to deposit the required funds within the stipulated timeframe, the broker reserves the right to take necessary actions, including liquidating positions or charging additional fees.

4.2 Termination of Credit Facility:

The broker reserves the right to terminate the credit facility at any time if it believes that the credit is being misused or if the client has not made the required deposit within the specified period.

5. General Provisions

5.1 Amendments:

The broker reserves the right to amend these terms and conditions at any time. Any changes will be communicated to clients in advance.

5.2 Jurisdiction:

These terms and conditions are governed by the laws of [insert jurisdiction]. Any disputes arising under these terms will be resolved in the courts of [insert jurisdiction].

6. Client Fund Segregation and Payments Disclosure Statement

6.1 Where applicable, payment processing services may be facilitated through designated third-party agents. Currently, Edge Token Technology Ltd, a Cyprus-incorporated company (Reg. No. HE 466389), acts as a payment agent for Mohicans Markets. Edge Token Technology Ltd is not authorized to provide investment services and merely facilitates certain administrative and payment functions on behalf of the licensed entity.

6.2 The Company reserves the right to change or appoint additional third-party payment agents or service providers at its sole discretion and without prior notice, provided that such arrangements remain compliant with applicable regulatory requirements. An updated list of authorized payment agents may be made available upon request.

6.3 This disclosure is provided solely for the purpose of operational transparency and does not imply any contractual relationship between the Client and the mentioned third-party service provider.