This Client Agreement (the "Agreement") is made by and between **Fintana Trading Ltd** (hereinafter referred to as "**Fintana**" or the "**Compan**y") and the individual or entity (the "**Client**" or **"You**") who, by clicking the "Accept" button and/or using and/or accessing Fintana's Electronic Services, hereby signifies his/her/its acknowledgement to having read, understood the terms and conditions set forth herein. The Client hereby agrees to be legally bound by the terms and conditions of this Agreement and acknowledges that this Agreement forms a binding legal contract between the Parties, governing all transactions entered into between Fintana and the Client.

Fintana Trading Ltd, is a private Company duly incorporated under the laws of the Republic of Mauritius as a Global Business Company and bears Company registration number 197666 GBC. The Company is duly licensed by the Financial Services Commission of Mauritius holding an Investment Dealer (Full-Service Dealer, excluding Underwriting) license with license number (GB23201338), and having its registered office at 6th Floor, Tower 1, Nexteracom Building, Ebene, Mauritius.

By accepting the terms of this Client Agreement, the Client affirms that all services provided by the Company are being accessed entirely on the Client's own initiative. The Company and its representatives have not engaged in any form of solicitation, promotion, or marketing within the European Union or in any jurisdiction where such activities are restricted.

Although the Company does not target or offer its services to residents of the EU, and does not actively seek business from them, it may choose to approve registration applications from EU residents who have independently approached the Company—without any solicitation—with the intent of opening a trading account for the purpose of trading CFDs based on the underlying assets listed on the Company's website.

1. INTERPRETATION

In this Agreement:

"**Account**" means the account you hold with us and designated with a particular account number.

"Abusive Trading" includes but is not limited to: placing "buy stop" or "sell stop" orders prior to the release of financial data, engaging in arbitrage, manipulating the market, exploiting faster/slower price feeds, abusing the trade cancellation feature, using any software, including artificial intelligence tools, to interact with the Company's systems, Platform(s), or Client Account and/or any violation of the Client's obligations included herein this Client Agreement.

"**Applicable Laws"** means of the laws applicable in Republic of Mauritius as may be amended from time to time, including but not limited to, the Financial Services Act 2207, the Securities Act 2005, the Financial Intelligence and Anti Money Laundering Act 2002, the Financial Intelligence and Anti Money Laundering Regulations 2008, as well as any directives, guidelines, or recommendations issued by the Financial Intelligence Unit (FIU), the Financial Services Commission (FSC), or any other competent regulatory authority of Mauritius.

"Base Currency" means the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

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

"**FSC**" means "Financial Services Commission of Mauritius".

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

"**Event of Default**" means any of the events of default as listed in Clause 13 (Events of Default).

"**Execution**" means the completion of clients' orders on the Company's trading platform, where the Company acts as a principal to clients' transactions.

"**FX Contract**" means a contract between the Company and its Client to exchange two currencies at an agreed exchange rate.

"Negative Balance Protection" means that a retail client's total liability is limited to the funds available in their trading account balance.

"**OTC**" means 'over the counter' and refers to transactions conducted otherwise than on an exchange.

"**Online Trading System**" or "**Trading Platform**" or "**Platform**" means all programs and technical facilities which provide real-time quotes, allow transactions to be made, orders to be placed/modified/deleted/executed and calculate all mutual obligations between the Client and Company.

"**Principal**" means the party to the transaction who is acting as the execution venue with respect to the execution of Client orders.

"Regulatory Authority" include the Financial Commission, Financial Intelligence Unit, the Financial Crime Commission, the Mauritius Police Force or any othe investigatory body that is or may be set up in virtue of the Applicable Laws

"**Secured Obligations**" means the net obligation owed by you to us after the application of set-off under clause 12 in the paragraph entitled (Set-off on default).

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

"STP" means straight through the process business model where the Broker directly transmits placed clients' orders to the principal for execution without any manual handling or intervention from the Broker.

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

"**The Company Online Trading System**" means the internet-based trading system available when registering through our website that allows you to place your orders.

2. INTRODUCTION

Scope of this Agreement

This Agreement is entered into between the Company, and you, the Client, who agree to utilize the services provided under the terms and conditions outlined herein. You acknowledge that the Company, acting in the capacity of principal, will facilitate transactions across the instruments and markets set forth herein. By entering into this agreement, you further consent to use the Company's services and adhere to the operational framework, risks, and obligations set forth under this Agreement and in strict accordance with the Applicable Laws.

In addition to the above, it is noted that other documents available on the Company's website form part of this Agreement, and provide more details on the Company and the activities carried out on with us such as:

1. Risk Disclosure
2. General Fees
3. Complaints Handling Procedure
4. AML Policy
5. Terms and Conditions for the use of the website
6. Order Execution Policy

Commencement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements, arrangements, or understandings, whether oral or written, between you and the Company in relation to such subject matter. This Agreement shall take effect and be legally binding upon your acceptance through the Company's designated electronic platform, signaling the commencement of all rights, obligations, and relationships governed by the terms and conditions set forth herein.

3. GENERAL

Information about us

The Company is incorporated under the laws of the Republic of Mauritius as a Global Business Company and is duly licensed by the FSC, holding and Investment Dealer (Full-Service Dealer, excluding Underwriting) license with license number GB23201338. The Company operates as an STP Broker dealing in Contracts for Differences (CFDs) on currency pairs, foreign exchange (hereafter 'Forex'), as well as CFDs on different underlining instruments such as commodities, shares, cryptocurrencies and indices. The Company operates through a leased online trading platform and will own its brand names.

Disclaimer from the FSC

This Agreement has been submitted in connection with the Company's licensing application to the FSC but will not be filed with or approved or disapproved by any other regulatory authority of any other country or any other

jurisdiction, nor has any such regulatory authority, including the FSC, passed upon or endorsed the merits of any offers it may contain.

The FSC therefore disclaims any responsibility or liability for the content, completeness, accuracy, or fairness of the terms set forth in this Agreement, and no inference should be drawn regarding the FSC's approval or endorsement of the services described herein.

Language

The language of communication shall be English, and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavor to communicate with you in other languages. Our website contains further details about us and our services, and other information relevant to this Agreement. In the event of any conflict between the terms of this Agreement and our website this Agreement will prevail.

Communication with us

You may communicate with us in writing, by email or other electronic means, or orally (including by telephone). Our contact details are set out in Clause 18 (Miscellaneous) under the heading "Notices".

Capacity

We act as a Straight through Process ("**STP**") Investment Dealer by receiving and transmitting your orders to the principal who acts as the Execution Venue, for the execution of your placed orders, and not as agent on your behalf.

Legal Age

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

General interpretation

A reference in this Agreement to a "clause" or "Schedule" shall be construed as a reference to, respectively, a clause or Schedule of this Agreement, unless the context requires otherwise. References in this Agreement to any statute or statutory instrument or Applicable Laws include any modification, amendment, extension or reenactment thereof. A reference in this Agreement to "document" shall be construed to include any electronic document. The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases defined in the Applicable Laws have the same meaning in this Agreement unless expressly defined in this Agreement.

Schedules

The clauses contained in the attached Schedule (as amended from time to time) shall apply. We may from time to time send to you further Schedules in respect of Transactions. In the event of any conflict between the clauses of any Schedule and this Agreement, the clauses of the Schedule shall prevail.

The fact that a clause is specifically included in a Schedule in respect of one Transaction shall not preclude a similar clause being expressed or implied in relation to any other Transaction. You acknowledge having read, understood and agreed to the Schedules to this Agreement.

4. APPLICABLE LAWS

Subject to Applicable Laws

This Agreement and all Transactions are subject to the Applicable Laws, such that:

- **a.** nothing in this Agreement shall exclude or restrict any obligation owed to you under the Applicable Laws;
- **b.** the Company reserves the right to may take or refrain from taking any action it considers necessary to ensure compliance with any Applicable Laws;
- **c.** all Applicable Laws, along with any action or omission on the part of the Company with a view to complying with such laws shall be binding on you; and
- **d.** neither the Company nor any of its directors, officers, employees, or agents shall incur any liability to you for any actions taken or omitted in good faith for the purpose of complying with the Applicable Laws.

Action by Regulatory Authority

In the event that a Regulatory Authority undertakes any action that impacts a Transaction, the Company reserves the right, at its sole and reasonable discretion, to take such measures as it deems necessary or desirable to align with the Regulatory Authority's action or to mitigate any potential or actual losses arising therefrom. Any action taken by the Company in this regard shall be final, binding, and enforceable upon you. If a regulatory body makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly supply information requested in connection with the enquiry.

AML-CFT Compliance

a. Obligation to Comply with Applicable AML-CFT Laws and Regulations

The Company is committed to fully complying with all applicable anti-money laundering (AML) and combating the financing of terrorism (CFT) laws and regulations, including but not limited to the Financial Intelligence and Anti-Money Laundering Act 2002 (FIAMLA) and the Financial Intelligence and Anti-Money Laundering Regulations 2018 (FIAMLR) of Mauritius, as well as any directives, guidelines, or recommendations issued by the Financial Intelligence Unit (FIU), the Financial Services Commission (FSC), or any other competent regulatory authority (the "Applicable Laws".)

b. Client Due Diligence (CDD) and Know Your Client (KYC) Requirements

In compliance with FIAMLA and FIAMLR, the Company conducts appropriate client due diligence (CDD) measures for establishing a business relationship or conducting a single transaction with a Client. The Company verifies the identity of each client through legally acceptable documents, such as government-issued identification and proof of address, and shall collect additional information if it deems required and, on a case by-case, including but not limited to:

i. The source of the client's funds and wealth.

ii. The purpose of the business relationship and the expected nature of the transactions.

iii. Any other relevant information that may be necessary to assess the risk associated with the client or the transaction.

The Company reserves the right to refuse to open an account or engage in any transactions with any client who fails to provide the required information or who is determined to pose a high AML-CFT risk.

c. Enhanced Due Diligence (EDD)

The Company shall apply enhanced due diligence (EDD) measures in situations where the client or transaction is considered to pose a higher risk of money laundering or terrorism financing. Such situations may include, but are not limited to, the following:

i. Clients who are politically exposed persons (PEPs) or who hold senior public positions.

ii. Clients or transactions originating from high-risk jurisdictions or countries identified by relevant authorities as non-cooperative in AML-CFT efforts.

iii. Unusually large or complex transactions that lack a clear legitimate purpose.

The above listed factors will be taken collectively into consideration for identifying the Client's risk classification, whereas the Company may require additional information and documentation from high-risk clients or in relation to high-risk transactions and may subject such transactions to heightened scrutiny.

d. Ongoing Monitoring and Reporting

The Company conducts ongoing monitoring of client accounts and transactions to ensure that they remain consistent with the client's risk profile and the Company's understanding of the client's activities. Any unusual, complex, or large transactions that are not aligned with the client's known profile shall be subject to further investigation.

In accordance with FIAMLA, the Company shall report any suspicious transactions to the Financial Intelligence Unit (FIU) without delay. A transaction shall be considered suspicious if the Company knows, suspects, or has reasonable grounds to suspect that the transaction involves funds derived from illegal activities, is linked to terrorism financing, or otherwise violates applicable AML-CFT laws. The Company shall cooperate fully with the FIU and any other relevant regulatory authority in any investigation or enforcement action.

e. Record-Keeping and Retention of Documents

In compliance with FIAMLR, the Company retains all client documents for a minimum period of five (5) years after the termination of the business relationship. The Company shall ensure that all records are accurate, complete, and easily accessible to competent authorities upon request.

The retention period may be extended if required by the Applicable Lawa, Regulatory Authorities, or in the event of ongoing investigations.

f. Sanctions Screening

The Company has implemented robust sanctions screening procedures to ensure that it identifies if a business relationship or transaction is conducted with individuals who are residents of countries that are subject to international sanctions. The Company screens all clients against applicable sanctions lists issued by the United Nations, the European Union, the Office of Foreign Assets Control (OFAC), and any other relevant sanctions authorities.

g. Client Notification

The Company reserves the right to suspend, restrict, or terminate any business relationship or transaction where the Company reasonably believes that the client is involved in money laundering, terrorism financing, or any other illegal activity. The Company shall have no liability to the client for any losses or damages incurred because of such actions.

The Company is prohibited from informing the client that a report of suspicious activity has been filed with the FIU or that an investigation is underway, in accordance with the anti-tipping-off provisions of FIAMLA.

5. COSTS, PAYMENTS AND CHARGES

Charges

You shall pay our charges as agreed with you from time to time, any fees or other charges imposed by a clearing organization and interest on any amount due to us at the rates then charged by us (and which are available on request). A copy of our current charges is published on our website. For any alteration to our charges, costs and fees, you are responsible for visiting our website to stay informed up to date of the relevant changes.

Additional costs

You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us.

Payments

All payments to us under this Agreement shall be made in such currency as we may from time to time specify to the bank account designated by us for such purposes. All such payments shall be made by you without any deduction or withholding.

The Company may use the services of a payment intermediary in the processing of card transactions, including without limitation Velmara Ltd, a company incorporated under the Laws of the Republic of Cyprus, with registration no. HE 478404 and registered address at Poreias, 2, 3011, Limassol, Cyprus.

Rollovers, Interest

A daily financing charge may apply to each CFD open position at the closing of the Company's trading day as regard to that CFD. If such a financing charge is applicable, it will be requested to be paid by Customer directly to the Company. The method of calculation of the financing charge varies according to the type of CFD to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates. The financing charge will be credited or debited (as appropriate) to Customer's account on the next trading day following the day to which it relates.

The Company reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of CFDs to which the financing charge applies. For certain types of CFDs, a commission is payable by the Customer to open and close CFD positions. Such commission payable will be debited from the Customer's account at the same time as the Company opens or closes the relevant CFD. Changes in our swap interest rates and calculations shall be at our own discretion and without notice. Clients need to always check our website for the then current rates charged. Rates may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc.) and due to various risk-related matters that are at the firm's sole discretion.

6. RIGHT TO CANCEL

A cancel of order request can be processed only in the cases in which no orders were executed by the Execution Venue. In this case, the same method of payment used for the deposit will be used for the refund. The refund will be for the full amount, less any applicable fees or dues including but not limited to wire fees.

Refunds and all funding requests will be treated as withdrawals and can be processed using those methods and procedures as described in the Client Agreement.

THE COMPANY WILL NOT REFUND FUNDS LOST IN TRADING.

The Company will proceed with the refund of Client funds upon receipt of the request within five working days as the request is made. If the Client's request is received outside normal working hours the five working days will count from the next working day of the client's request receipt.

From the day of receipt of the account opening application a timeframe is given to provide the required information and documentation, examined and assessed on a case-by-case basis. If the Client fails to provide these within the timeframe, the Company will decline the application and will refund the available balance back to the method used to deposit the funds.

The Company shall only offer its services to Clients over the age of 18. Any registration made by minors shall be considered as a breach of the Client Agreement and will result in the termination of the trading account.

The Company reserves the right to terminate any trading account in the event of breach of the Client Agreement. Any funds remaining in the trading account will be refunded within 15 days from the day of the termination of the trading account. The Company shall terminate the trading account of a Client if such an

instruction is given from the regulatory authority, following a suspicious transaction report and the refund of any funds in the trading account of the Client will be subject to the relevant instructions of the regulatory authority.

The Company reserves the right to charge additional fees for any refund processed.

The Company has the right during the refund process to request any additional information and/or documentation related to the request and the payment method. The Client understands and accepts that under such circumstances there may be a delay in processing the request.

7. NON-ADVISED

Reception and Transmission only

We deal on a reception and transmission only basis and do not advise on the merits of particular Transactions, or their taxation consequences.

Own judgement and suitability

Without prejudice to our foregoing obligations, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication and experience to make your own evaluation of the merits and risks of any Transaction and that you have read and accepted the Risk Disclosure Statement and guidelines in relation to the financial instruments and the markets which are available in our websites.

8. ACCOUNT OPENING REQUIREMENTS

The Company does to offer its services to residents in the USA, Canada, Russia, Belarus, Iran, Iraq, North Korea, European Union, the United Kingdom or to any other jurisdiction where such distribution would be contrary to the local laws and regulations.

Furthermore, the Company does not engage with, onboard, or provide services to individuals who are under the age of eighteen (18) years, or who are otherwise not legally eligible to enter into binding contractual agreements under the laws of their country of residence.

Considering the afore-mentioned restrictions, the Company reserves the right to evaluate, at its sole discretion and on a case-by-case basis, the possibility of onboarding individuals who are residents within the European Union. Such assessments will only be considered if the prospective client has independently and proactively initiated contact with the Company, without any form of solicitation, advertisement, or promotional effort on the part of the Company.

In addition, the steps listed below must be followed:

- complete the account opening application, which includes providing personal information (name, date of birth, etc.), information relating to your economic profile (annual income, estimated net worth, employment status, source of funds and wealth, etc.) and information in respect to your previous experience in trading leveraged products such as CFDs.

- provide identification documents which consist of a valid form of government-issued identification and a valid proof of residence (not older than six months).

The Company reserves the right to decline your onboarding application as it may think fit and in case of any deposits, your total deposited amount will be refunded back to the method used to deposit these funds.

Identification Documents:

1. Proof of Identity

Following documents are accepted as a Proof of Identity:

- A valid Passport
- A valid National Identity Card
- A valid government ID, such as a Driver's License

The document must be issued in your name and all information on the document including your photo must be visible.

! Please keep in mind that your Proof of Identity must be updated once the document expires.

All photo IDs are verified through third-party compliance software.

The Company reserves the right to ask for certified true copies of the abovementioned documents.

2. Proof of Residence

Following documents are accepted as a Proof of Residence:

- A utility or phone bill issued to your name
- A bank statement issued to you name
- Governmental documents such as tax bill or residence certificate (stamped)

Please note that your proof of residence document must be recent (not older than 6 months), show your name, permanent address and date of issue.

The Company reserves the right to ask for certified true copies of the abovementioned documents.

Additionally, the company reserves the right to request additional documents from its clients whenever it deems necessary.

By registering with the Company and upon confirmation of acceptance to this Client Agreement, it is acknowledged that you have willfully and independently approached the Company, free from any solicitation for the purposes of opening a trading account and utilizing its services.

Currency of Accounts

You will be able to open your trading Account(s) in USD/EUR or any currency that may be offered by the Company. Account(s) balances will be calculated and reported to you in the currency in which Account(s) are maintained.

9. TRADING POLICIES AND PROCEDURES

Placing of trading instructions

You may open positions through the Company's Online Trading System (Trading Platform) as the Company does not accept or place any manual orders of any form, on your behalf.

Types of Orders Accepted

Some of the types of orders the Company accepts include, but are not limited to:

a. **Good till Cancelled ("GTC")**- An order (other than a market order), that by its terms is effective until filled or cancelled by Customer. GTC Orders do not automatically cancel at the end of the Business Day on which they are placed.
b. **Limit**- An order (other than a market order) to buy or sell the identified market at a specified price. A limit order to buy generally will be executed when the ask price equals or falls below the bid price that you specify in the limit order. A limit order to sell generally will be executed when the bid price equals or exceeds the ask price that you specify in the limit order.
c. **Market**- An order to buy or sell the identified market at the current market price that the Company provides via the Online Trading System. An order to buy is executed at the current market ask price and an order to sell is executed at the current market bid price.
d. **Stop Loss**- A stop loss order is an instruction to buy or sell a market at a price which is worse than the opening price of an open position (or worse than the prevailing price when applying the stop loss order to an already open position). It can be used to help protect against losses. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the stop loss order and as such, stop loss orders are not guaranteed to take effect at the price for which they are set.
e. **Trailing Stop**- A trailing stop is the same as a stop loss order with the only difference being that, instead of setting a price at which the order is activated, the trailing stop order is activated at a fixed distance from the market price. For example, if Customer has purchased a long open position and the market ask price increases, the trailing stop price will also increase and will trail behind the market ask price at the fixed distance set by Customer. If the market ask price then decreases, the trailing stop price will remain fixed at its last position and if the market ask price reaches the trailing stop price, the order will be executed. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the trailing stop order and as such, trailing stop orders are not guaranteed to take effect at the fixed distance for which they are set.

Following submission of an order, it is your sole responsibility to remain available for order and fill confirmations, and other communications regarding your Account until all open orders are completed. Thereafter, you must monitor your Account frequently when you have open positions in the Account.

Your order shall be valid in accordance with the type and time of the given order, as specified. If the time of validity or expiration date/time of the order is not specified, it shall be valid for an indefinite period.

The Company offers Negative Balance Protection to retail clients, whereby a client's aggregate liability is limited to the funds available in their trading account. This measure ensures that retail clients are not exposed to losses exceeding their account balance. The foregoing notwithstanding, the Client is solely responsible to actively monitor and manage their margin levels and the open positions in their account.

Terms of Acceptance for Orders

It is your sole responsibility to clearly indicate the terms of an order when entered, whether it is a market order, limit order, stop loss order or any other type of order, including the relevant price and lot size. You acknowledge and agree that, despite our best efforts, the price at which execution occurs may be materially different to the price specified in your order. This may result from sudden price movements in the underlying assets that are beyond our control. The Company shall have no liability for failure to execute orders. The Company shall have the right, but not the obligation, to reject any order in whole or in part prior to execution, or to cancel any order, where your Account contains margin that is insufficient to support the entire order or where such order is illegal or otherwise improper.

Cancellation of trades

We have the right to reject an order or to cancel a trade if we have evidence on:

1. fraud/illegal actions that led to the transaction;
2. any instance when the Company has cause to believe that a person's trading activities may be illegal;
3. any instance where The Company may suffer any fiscal, regulatory, or pecuniary disadvantage by virtue of anyone's activities.
4. any instance where one or more transactions are judged by the Company to have been performed in violation of this Agreement.
5. orders placed based on manipulated prices because of system errors or system malfunctions.
6. arbitrage trading on prices offered by our platforms because of systems errors; and
7. coordinated transactions by related parties to take advantage of systems errors and delays on systems updates.

We reserve the right to cancel any and/or all trading positions and withhold and/or forfeit any profits incurred by the Customer on all the Customer's trades if we consider that that the Customer has engaged in market Arbitrage.

Cancellation/withdrawal of instructions

Non-market orders may be cancelled via the Company Online Trading System, but we can only cancel your instructions if you explicitly request so, provided that we have not acted up to the time of your request upon those instructions. Executed instructions may only be withdrawn or amended by you. The Company shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.

Right not to accept orders

We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to enter into a proposed Transaction, we shall not be obliged to give a reason, but we shall promptly notify you accordingly.

Control of orders prior to execution

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

a. controls over maximum order amounts and maximum order sizes;
b. controls over our total exposure to you;
c. controls over prices at which orders may be submitted (to include (without limitation) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book);
d. controls over the Electronic Services (to include (without limitation) any verification procedures to ensure that any particular order or orders has come from you); and/or
e. any other limits, parameters or controls which we may be required to implement in accordance with Applicable Laws.

Trade Adjustments

Customers must be aware that foreign exchange transactions carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign currency so that transactions are leveraged.

Due to the usage of the Company's services, it exclusively reserves the right to widen its variable spreads, adjust the leverage limits, change its rollover rates and/or increase the margin requirements without prior notice under certain market conditions including, but not limited to, when the trading desk is closed, around fundamental announcements, as a result of changes in credit markets and/or at times of extreme market volatility. In such circumstances, the Customer agrees to indemnify the Company for all losses that may occur due the widening of spreads and the adjustment of leverage.

Confirmations

At the end of each trading day, confirmations for all Transactions which have executed through the Company's Execution Venue on that trading day, will be available on your online trading Account on our website, which is updated as each Transaction is executed. Confirmation of execution and statements of your Account(s), in the absence of manifest error, shall be deemed correct, conclusive and binding.

In cases where the prevailing market represents prices different from the prices posted by the Company, the Company will attempt, on a best-efforts basis and in good faith, to execute market orders on or close to the prevailing market prices. This may or may not adversely affect customers realized and unrealized gains and losses.

Improper or Abusive Trading

The Company's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the trading platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time.

Should you execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping'), the Company shall consider this as unacceptable behavior. Should the Company identify, at its sole discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading act such as for example:

a. fraud/illegal actions that led to the transaction;
b. orders placed based on manipulated prices as a result of system errors or system malfunctions;
c. arbitrage trading on prices offered by our platforms as a result of systems errors; and/or
d. coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.

Then the Company will have the right to:

a. adjust the price available to you; and/or
b. remove the illicit profit without the clients' initial deposit been affected;
c. restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
d. obtain from your account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or
e. reject an order or to cancel a trade; and/or
f. immediately terminate our trading relationship.

The use of any robots, AI, algorithmic trading, or any form of computerized trading code or software with the Trading Platform is strictly prohibited. Any such use is entirely at the Client's own risk, and the Company assumes no responsibility or liability for any resulting losses or damages.

The Company makes no representations or warranties regarding the accuracy, functionality, performance, or reliability of any robots or algorithmic trading solutions, and expressly disclaims any liability for errors, malfunctions, or failures associated with their use. The Client acknowledges that the use of robots or algorithmic trading is highly risky and that any such activity constitutes a material breach of this Agreement. In the event the Company, in its sole discretion, reasonably suspects that a Client is utilizing any form of AI, algorithmic trading, or computerized trading software in connection with their account, this shall constitute an immediate act of default.

As a result, the Company shall have the right to take immediate action, including, but not limited to, suspending or terminating the Client's account, freezing any funds, and pursuing any other legal or contractual remedies available as referenced in this Agreement or any applicable laws.

Any transaction executed through the use of such prohibited systems will be deemed to have been executed by the Client and will not be considered valid or authorized by the Company.

Position limits

We may require you to limit the number of open positions which you may have with us at any time, and we may in our sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.

Trailing Stop functionality in case that the trading platform terminal is closed

In the event that the trading platform terminal is closed, the trailing stop will not work. This happens as the trailing stop works on the client terminal side and in this respect, if the client terminal is closed, only the stop loss that was placed by trailing stop before the closing of the terminal can trigger.

Withdrawals

The withdrawal procedure at Fintana detailed below follows strict principles to ensure that the funds are sent back to their originating source.

a) Fintana customers must place their withdrawal request through their client area containing inter alia, their correct account information.
b) Once a valid withdrawal request is received, the Company will process it within five (5) working days. If the request is made outside regular trading hours, the processing time starts on the next working day.
c) The withdrawal request will be submitted, and the Company will review such request prior to processing any request by checking the following:
    - confirm the account balance
    - confirm that the account is verified, and the provided documents are up to date.
    - verify that there are no holds or withdrawal restrictions on the account
    - verify that the original funds are being withdrawn through the same method of deposit and to the name of the account holder on file
    - examine the withdrawal request against the customer's deposit history to ensure there is no suspicious activity
    - verify the bank account details held on file
    - If there is no mismatch or suspicious activity the Company will process the withdrawal request, and the funds will be released to the client.

Trading Account Archiving

If we do not record any activity in your Trading Account during a continuous period of twelve (12) months and you have a zero-account balance, your Trading Account and all its history will be archived on our trade server.

If you wish to keep using your Trading Account or restore it in the future, please contact us electronically via email.

Inactive and Dormant Account

If there are no transactions (deposits, withdrawals, or newly opened positions) in your Trading Account for a period of at least one (1) month or more, the Company reserves the right to charge a monthly dormant fee on your Trading Account.

Fees may be deducted from your trading account in respect to the continuous provision of the Trading Platform tools and features for trading, regardless of your actual use. You agree that the following fees will be deducted as per below:

Inactivity period	Monthly Account Inactivity Fee (as per account currency)
0 to 1 month	0
After 30 days	100 USD (or equivalent as per account currency)
After 60 days	250 USD (or equivalent as per account currency)
After 180 days	300 USD (or equivalent as per account currency)

10. ELECTRONIC TRADING TERMS

Scope

These clauses apply to your use of any Electronic Services.

Access and Trading Hours

Once you have gone through the security procedures associated with an Electronic Service provided by us, you will get access to such service, unless agreed otherwise or stated on our website. All references to the Company's hours of trading are in Greenwich Mean Time ("GMT") using 24-hour format. Our Electronic Services will normally be available continuously from 21:00 GMT Sunday until 21:00 GMT Friday (winter time), every week, excluding public holidays where the foreign exchange markets do not operate and cases where the markets are closed due to illiquidity in the financial instruments. Please consult our website for more details on operating times for each financial instrument. We reserve the right to suspend or modify the operating hours on our own discretion and on such event our website will be updated without delay in order to inform you accordingly. In this respect the operating hours, as indicated on the websites operated by our company and to which you have trading rights are applicable. We may change our security procedures at any time and we will inform you of any new procedures that apply to you as soon as possible.

Restrictions on services provided

There may be restrictions on the number of Transactions that you can enter into on any one day and also in terms of the total value of those Transactions when using an Electronic Service. Please refer to our website for details of the limits imposed upon Transactions carried out through our Electronic Services.

Access requirements

You will be responsible for providing the System (hardware equipment) to enable you to use an Electronic Service (trading platform).

Virus detection

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

Use of information, data and software

In the event that you receive any data, information or software via an Electronic Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

Maintaining standards

When using an Electronic Service, you must:

a) ensure that the System is maintained in good order and is suitable for use with such Electronic Service.
b) run such tests and provide such information to us as we shall reasonably consider it necessary to establish that the System satisfies the requirements notified by us to you from time to time.
c) carry out virus checks on a regular basis;
d) inform us immediately of any unauthorized access to an Electronic Service or any unauthorized Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorized use to cease; and
e) not at any time leave the terminal from which you have accessed such Electronic Service or let anyone else use the terminal until you have logged off such Electronic Service.

System defects

In the event you become aware of a material defect, malfunction, or virus in the System or in an Electronic Service, you will immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Service until you have received permission from us to resume use.

Intellectual Property

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

Liability and Indemnity

Without prejudice to any other terms of this Agreement, relating to the limitation of liability and provision of indemnities, the following clauses shall apply to our Electronic Services.

a. System errors

We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Services for this reason.

b. Delays

Neither we nor any third-party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with an Electronic Service.

We do not accept any liability in respect of any delays, inaccuracies or errors in prices quoted to you if these delays, inaccuracies or errors are caused by third party service providers with which we may collaborate.

We shall not be obliged to execute any instruction which has been identified that is based on errors caused by delays of the system to update prices provided by the system price feeder or the third-party service providers. We do not accept any liability towards executed trades that have been based and have been the result of delays as described above.

c. Viruses from an Electronic Service

We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the System via an Electronic Service, or any software provided by us to you in order to enable you to use the Electronic Service, provided that we have taken reasonable steps to prevent any such introduction.

d. Viruses from your System

You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

e. Unauthorized use

We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorized use of the Electronic Service. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using your designated passwords, whether or not you authorized such use.

f. Markets

We shall not be liable for any act taken by or on the instruction of an exchange, clearing house or regulatory body.

g. Suspension or permanent withdrawal with notice

We may suspend or permanently withdraw an Electronic Service, by giving you 24-hour written notice.

h. Immediate suspension or permanent withdrawal

We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Service may be terminated automatically, upon the termination (for whatever reason) of any license granted to us which relates to the Electronic Service, or this Agreement.

i. Effects of termination

In the event of a termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our option, return to us or destroy all hardware, software and documentation we have provided you in connection with such Electronic Service and any copies thereof.

11. CLIENT MONEY

Client Money

We treat money received from you or held by us on your behalf in accordance with the requirements of the Client Money Rules.

Interest

You, the client, acknowledge and confirm that no interest will be received on the balance of your account.

Overseas banks, intermediate broker, settlement agent or OTC counterparty

We will endeavor to hold client money on your behalf within Mauritius however we may also hold your money outside Mauritius. The legal and regulatory regime applying to any such bank or person will be different from the legal and regulatory regime in Mauritius and in the event of the insolvency or any other analogous proceedings in relation to that bank or person, your money may be treated differently from the treatment which would apply if the money was held with a bank in an account in Mauritius. We will not be liable for the insolvency, acts or omissions of any third party referred to in this clause.

Liability and Indemnity

You agree that we shall not be liable for any default of any counterparty, bank, custodian or other entity which holds money on your behalf or with or through whom transactions are conducted.

The Company will not be liable for loss suffered by you in connection to your funds held by us, unless such loss directly arises from our gross negligence, willful default, or fraud.

Safeguarding of Clients Funds

By accepting this Agreement, the Clients give their consent and authorize the selected intermediaries and/or execution venues of the Company to transfer, hold, and safeguard their funds in one or more segregated client bank accounts. The Company shall not be liable for the solvency, acts, or omissions of any institution with which Client Money is held.

Segregation of Client Funds

The Company shall ensure that all client funds are properly segregated from the Company's own funds at all times. Client monies shall be maintained in designated client bank accounts held with reputable financial institutions, clearly distinguished from operational or proprietary accounts. Under no circumstances shall client funds be used for the Company's own business purposes or to meet its financial obligations. Regular reconciliations shall be conducted to verify the accuracy and completeness of client fund records, ensuring full compliance with applicable anti-money laundering regulations and safeguarding the integrity of client assets.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:

i. if you are a natural person, you are of legal age and you have full legal capacity to enter into this Agreement.

ii. if you are not a natural person:

a. you are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted.

b. execution and delivery of this Agreement, all Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you; and

c. each natural person executing and delivering this Agreement on your behalf, entering Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you and have been disclosed to us providing all the necessary information and/or documentation.

iii. you have all necessary authority, powers, consents, licenses and authorizations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transaction and to grant the security interests and powers referred to in this Agreement.

iv. the persons entering into this Agreement and each Transaction on your behalf have been duly authorized to do so and are disclosed to us giving details of the relationship with you by providing all necessary information and/or documentation.

v. this Agreement, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound.

vi. no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a "Potential Event of Default") has occurred and is continuing with respect to you or any Credit Support Provider.

vii. you act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction and in case you wish to open, either in the present time or in the future, more than one accounts with The Company either as individual client (natural person) or as the beneficial owner of a corporate client (legal person) it is required to immediately disclose to us that you are the beneficial owner of the account(s) during the account opening procedure and to provide us with the necessary information and/or documentation regarding the relationship between the natural and/or legal person(s);

viii. any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect.

ix. you are willing and financially able to sustain a total loss of funds resulting from Transactions and trading in such Transactions is a suitable investment for you; and

x. except as otherwise agreed by us, you are the sole beneficial owner of all margins you transfer under this Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held.

Covenants:

You covenant to us:

a. You will at all times obtain and comply and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorizations referred to in this clause.

b. You will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself or any Credit Support Provider.

c. you will use all reasonable steps to comply with all Applicable Laws in relation to this Agreement and any Transaction, so far as they are applicable to you or us;

d. You will not send orders or otherwise take any action that could create a false impression of the demand or value for a financial instrument. Nor will you send orders which we have reason to believe are in breach of Applicable Laws or by taking advantage of the account(s) you may maintain with The Company could be considered as system abusive orders, including but not limited to one's intention to benefit from delays in the prices, to trade at off-market prices and/or outside trading hours and to abuse the system for trading at manipulated prices; and

e. upon demand, you will provide us with such information as we may reasonably require evidencing the matters referred to in this clause or to comply with any Applicable Laws.

13. EVENTS OF DEFAULT

The following shall constitute Events of Default:

i. you fail to make any payment when due under this Agreement or to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non-performance has been given by us to you.

ii. you commence a voluntary case or other procedure seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a " **Custodian**") of you or any substantial part of your assets, or if you take any corporate action to authorize any of the foregoing, and in the case of a reorganization, arrangement or composition, we do not consent to the proposals;

iii. an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such involuntary case or other procedure either:

1. has not been dismissed within five days of its institution or presentation; or

2. has been dismissed within such a period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure; iv. you die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you: or any indebtedness of yours is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible);

v. you or any Credit Support Provider (or any Custodian acting on behalf of either of you or a Credit Support Provider) disaffirms, disclaims or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of a third party ("Credit Support Provider"), or of you, in favor of us supporting any of your obligations under this Agreement (each a "Credit Support Document");

vi. any representation or warranty made or given or deemed made or given by you under this Agreement or any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given.

vii. any Credit Support Provider fails, or you yourself fail to comply with or perform any agreement or obligation to be complied with or performed by you or it in accordance with the applicable Credit Support Document.

viii. any representation or warranty made or given or deemed made or given by any Credit Support Provider pursuant to any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given.

ix. any event referred to in Clause 13 (Events of Default) occurs in respect of any Credit Support Provider; xi. we consider it necessary or desirable for our own protection, or any action is taken, or event occurs which we consider might have a material adverse effect upon, your ability to perform any of your obligations under this Agreement.

xii. you fail or omit to disclose to us your capacity as the beneficial owner of more than one accounts you may maintain with us and/or your capacity to act as a money manager on behalf of any other client of us.

xiii. you cause a material breach of any of your obligations under this Agreement, including but not limited to failure to comply with the provisions of this Agreement or any Applicable Laws.

xiv. You are involved in any illegal, fraudulent, or unethical activity, including, without limitation, money laundering, terrorism financing, or any activity prohibited under applicable sanctions laws.

xv. The occurrence of any event or circumstance that, in the Company's sole and absolute discretion, exposes the Company to regulatory, legal, reputational, or financial risks, including, but not limited to, failure by the Client to comply with anti-money laundering and combating the financing of terrorism (AML-CFT) requirements.

xvi. you take advantage of delays occurred in the prices and you place orders at outdated prices, you trade at off-market prices and/or outside trading hours, you manipulate the system to trade at prices not quoted to you by us and you perform any other action that constitutes improper trading; and/or

xvii. any event of default (however described) occurs in relation to you under any other agreement between us.

14. NETTING

Rights on Default

On the occurrence of an Event of Default, we may exercise our rights under this clause, except that in the case of the occurrence of any Event of Default specified in Clause 14.2 or Clause 14.3 of the definition of Events of Default (each a "**Bankruptcy Default**"), the automatic termination provision of this clause shall apply.

Liquidation Date

Subject to the following sub-clause, at any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the "**Liquidation Date**") for the termination and liquidation of Transactions in accordance with this clause.

Automatic termination

The date of the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by us and the provisions of the following sub-clause shall then apply.

Calculation of Liquidation Amount

Upon the occurrence of a Liquidation Date:

i. neither of us shall be obliged to make any further payments or deliveries under any Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the

Liquidation Amount (as defined below); **ii.** we shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each Transaction the total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency specified by us in writing or, failing any such specification, the lawful currency of the United States (and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant exchange as may be available on, or immediately preceding, the date of calculation); and
iii. we shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, so determined, as a negative amount and aggregate all such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "**Liquidation Amount**").

Payer

If the Liquidation Amount determined pursuant to this clause is a positive amount, you shall pay it to us and if it is a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

Other transactions

Where termination and liquidation occur in accordance with this clause, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other transactions entered between us which are then outstanding.

Payment

The Liquidation Amount shall be paid in the Base Currency by the close of business on the Business Day following the completion of the termination and liquidation under this clause (converted as required by applicable law into any other currency, any costs of such conversion to be borne by you, and (if applicable) deducted from any payment to you). Any Liquidation Amount not paid on the due date shall be treated as an unpaid such amount and bear interest, at the average rate at which overnight deposits in the currency of such payment are offered by major banks in the London interbank market as of 11.00 am (London time) (or, if no such rate is available, at such reasonable rate as we may select) plus one (1%) per annum for each day for which such amount remains unpaid.

Base Currency

For the purposes of any calculation hereunder, we may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation as we shall reasonably select.

Payments

Unless a Liquidation Date has occurred or has been effectively set, we shall not be obliged to make any payment or delivery scheduled to be made by us under a Transaction for as long as an Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to you has occurred and is continuing.

Additional rights

Our rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).

Application of netting to Transactions

This clause applies to each Transaction entered or outstanding between us on or after the date this Agreement takes effect.

Single agreement

This Agreement, the terms applicable to each Transaction entered into under this Agreement, and all amendments to any of them shall together constitute a single agreement between us. We both acknowledge that all Transactions entered into on or after the date this Agreement takes effect are entered into in reliance upon the fact that the Agreement and all such terms constitute a single agreement between us.

15. RIGHTS ON DEFAULT

Default

On an Event of Default or at any time after we have determined, in our absolute discretion, that you have not performed (or we reasonably believe that you will not be able or willing in the future to perform) any of your obligations to us, in addition to any rights under the Clause 15 (Netting) we shall be entitled, without prior notice to you:

i. instead of returning to your investments equivalent to those credited to your account, to pay to you the fair market value of such investments at the time we exercise such right;

ii. to sell such of your investments as are in our possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as we may in our absolute discretion select or and upon such terms as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realize funds sufficient to cover any amount due by you hereunder;

iii. to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments; and/or

iv. to cancel and/or consider void any Transactions and profits or losses either realized or unrealized and/or to close out the account(s) you maintain with us pursuant to this Agreement, immediately and without prior notice.

16. TERMINATION WITHOUT DEFAULT

Termination by either party

Unless required by Applicable Laws, either party may terminate this Agreement (and the relationship between us) by giving Fourteen (14) days written notice of termination to the other. We may terminate this Agreement immediately if you fail to observe or perform any provision of this Agreement or in the event of your insolvency.

Upon terminating this Agreement:

i. all amounts payable by you to us will become immediately due and payable including (but without limitation):

a. all outstanding fees, charges and commissions.
b. any dealing expenses incurred by terminating this Agreement; and
c. any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

The Company shall return any funds remaining in your trading account to your bank account, specifically the account from which the funds were debited. Your funds may be returned to another bank account to which you are the beneficiary as long as you provide us with the required documents to verify that the account belongs to you.

Termination by the Company

The Company shall have the right, at its sole discretion, to terminate this Agreement unilaterally and with immediate effect upon providing written notice to the Client, where:

a. The Client's actions, omissions, or behavior, whether intentional or negligent, expose or have the potential to expose the Company to any undue regulatory, legal, or financial risks.

b. The Company reasonably believes that continuing the business relationship with the Client would result in non-compliance with any applicable law, regulation, or directive, including those relating to AML-CFT.

In the event of unilateral termination, the Company shall not be liable to the Client for any losses, damages, or liabilities arising from such termination. The Client shall indemnify the Company against any and all costs, expenses, and losses that the Company may incur as a result of the termination, including legal fees. The Company may withhold or offset any sums owed to the Client to satisfy such indemnification.

Existing rights

Termination shall not affect then outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.

17. EXCLUSIONS, LIMITATIONS AND INDEMNITY

General Exclusion

Neither we nor our directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, willful default or fraud. In no circumstance, shall we have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise. Nothing in this Agreement will limit our liability for death or personal injury resulting from our negligence.

Tax implications

Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever.

Changes in the market

Regarding trading in Foreign Exchange Derivative contracts, market orders are executed at the bid/ask prices offered through us. Pending orders (stop loss, limit (take profit), entry limit (to buy or to sell), entry stop (to buy or to sell) are executed at the then market price requested by you and offered through us.

We reserve the right, at our full discretion, not to execute the order, or to change the quoted price of the Transaction, or to offer you a new quote, in case of technical failure of the trading platform or in case of extraordinary or abnormal fluctuations of the price of the financial instrument as offered in the market. In the event we offer you a new quote you have the right to either accept it or refuse it and thus cancel the execution of the Transaction.

Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any Transaction is affected.

Limitation of Liability

We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under Applicable Laws, which may not be excluded or restricted thereunder.

Responsibility for orders

You will be responsible for all orders entered by you and/or any authorized person via an Electronic Service and you will be fully liable to us for the settlement of any Transaction arising from it.

Entire Agreement

You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. We will not be liable to you (in equity, contract or tort) for a representation that is not set out in this Agreement and that is not fraudulent.

Indemnity

You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your accounts with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

18. CONFIDENTIALITY

Obligation of Confidentiality

The Company acknowledges that, during the course of the relationship with the Client, it may gain access to or become aware of confidential information belonging to the Client. "**Confidential Information**" shall mean any information, whether written, oral, or in any other form, that is disclosed by the Client to the Company in connection with this Agreement and that is identified as confidential or that, by its nature, should reasonably be considered confidential, including but not limited to personal data, business strategies, financial information, and trade secrets**.**

Non-Disclosure

The Company agrees that it shall not disclose, use, or permit the use of any Confidential Information for any purpose other than the performance of its obligations under this Agreement, except where:
a. Disclosure is required by law, regulation, or a court of competent jurisdiction.
b. Disclosure is made to the Company's employees, agents, or subcontractors who have a need to know such information in order to fulfill the Company's obligations under this Agreement, provided that such persons are bound by confidentiality obligations equivalent to those in this Agreement.
c. The information is or becomes publicly available through no fault of the Company or any party acting on its behalf.

Permitted Disclosures

Notwithstanding the above, the Company may disclose Confidential Information to the extent necessary to comply with Applicable Laws, including, but not limited to, those related to AML-CFT requirements under the Financial Intelligence and Anti-Money Laundering Act 2002 (FIAMLA) and the Financial Intelligence and Anti-Money Laundering Regulations 2018 (FIAMLR). In such cases, the Company shall notify the Client of the disclosure, unless prohibited by law.

Exceptions to Confidentiality

The obligations set out in this clause shall not apply to information that:

a. Was known to the Company before its disclosure by the Client, without any obligation of confidentiality.
b. Was independently developed by the Company without reference to the Client's Confidential Information.
c. Becomes publicly available through no breach of this Agreement.

Survival of Confidentiality Obligations

The confidentiality obligations set forth in this clause shall survive the termination or expiration of this Agreement for a period of five (5) years, or such longer period as required by Applicable Laws.

19. DATA PROTECTION

Compliance with Data Protection Laws

The Company acknowledges and agrees that, in the course of providing services under this Agreement, it will collect, store, and process personal data of the Client. The Company shall at all times comply with the requirements of the Data Protection Act 2017 of Mauritius (the "DPA"), as well as any other applicable data protection laws and regulations, in relation to the processing of such personal data.

Collection and Processing of Personal Data

The Company will collect and process the personal data of the Client solely for the purposes of performing its obligations under this Agreement, including but not limited to, verifying the identity of the Client, maintaining records of transactions, and complying with legal and regulatory obligations, such as those related to anti-money laundering (AML) and combating the financing of terrorism (CFT). The Client's personal data shall be processed lawfully, fairly, and in a transparent manner, and only to the extent necessary for the specific purpose for which it was collected.

Client Rights

The Client shall have the right to access, rectify, or request the erasure of their personal data held by the Company, in accordance with the provisions of the DPA. The Client also has the right to request restriction of processing, to object to processing, and to data portability in certain circumstances as provided for under the DPA.

Security of Personal Data

The Company shall implement and maintain appropriate technical and organizational measures to ensure the security and confidentiality of the Client's personal data, including protection against unauthorized or unlawful processing, accidental loss, destruction, or damage. The Company shall ensure that any third parties processing personal data on its behalf are subject to equivalent security obligations.

Data Transfers

In the event that personal data is transferred outside of Mauritius, the Company shall ensure that such transfers comply with the provisions of the DPA, and that the receiving jurisdiction ensures an adequate level of

protection for the personal data. The Company shall ensure that any cross-border transfers are subject to appropriate safeguards, such as contractual clauses or binding corporate rules, as required under the DPA.

Breach Notification

In the event of a data breach that results in a risk to the rights and freedoms of the Client, the Company shall notify the relevant supervisory authority, as required under the DPA, and shall take all necessary steps to mitigate the impact of the breach. Where the breach poses a high risk to the Client, the Company shall also notify the Client without undue delay.

20. MISCELLANEOUS

Amendments

We have the right to amend the terms of this Agreement. You have the obligation to review the Company's Legal Documents for further updates and no written notice(s) will be given if we make any material change to this Agreement and/or to any other Legal Document included on the Company's website. Such an amendment will become effective on the date which the Legal Document was uploaded on the Company's website. Unless otherwise agreed, an amendment will not affect any outstanding order or Transaction or any legal rights or obligations which may already have arisen.

Notices

Unless otherwise agreed, all notices, instructions, and other communications to be given by us under this Agreement shall be given to the electronic email address provided by you to us, during your registration. Likewise, all notices, instructions, and other communications to be given by you under this Agreement shall be given to us in writing at info@fintana.com

Electronic Communications

Subject to Applicable Regulations, any communication between us using electronic signatures and any communications via our website and/or Electronic Services shall be binding as if they were in writing. Orders or instructions given to you via e-mail or other electronic means will constitute evidence of the orders or instructions given.

The Company has implemented appropriate procedures to retain correspondence with Clients in relation to the financial services rendered under this Agreement.

The Company keeps such records for a period of five (5) years after the termination of the business relationship with the Client in relation to the provision of the relevant financial services.

Complaints procedure

We are obliged to put in place internal procedures for handling complaints fairly and promptly. You may submit a complaint to us by completing the online form which can be found under the complaints procedure included on the Company's website. We will send you a written acknowledgement of your complaint promptly following receipt, enclosing details of our complaints procedures, including when and how you may be able to refer your

complaint to the Financial Services Commission Mauritius (FSC) which is the relevant regulatory body. Please contact us if you would like further details regarding our complaint's procedures.

Third Party Rights

This Agreement shall be for the benefit of and binding upon us both and our respective successors and assigns. You shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void. You agree that we may without further notice to you and subject to Applicable Laws, transfer by whatever means we consider appropriate all or any of our rights, benefits, obligations, risks and/or interests under this Agreement to any person who may enter into a contract with us in connection with such transfer and you agree that we may transfer to such person all information which we hold about you.

Rights and remedies

The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by Law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under this Agreement (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

Set-off

Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set off any amount (whether actual or contingent, present or future) owed by you to us against any amount (whether actual or contingent, present or future) owed by us to you. For these purposes, we may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

21. GOVERNING LAW AND JURISDICTION

Governing law

This Agreement shall be governed by and construed in accordance with Laws of the Republic of Mauritius.

Jurisdiction

Each of the parties irrevocably agrees for our benefit that the courts of Mauritius shall have jurisdiction to settle any suit, action or other proceedings relating to this Agreement ("**Proceedings**") and irrevocably submits to

the jurisdiction of such courts (provided that this shall not prevent us from bringing an action in the courts of any other jurisdiction); and iv. waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

Service of process

If you are situated outside Mauritius, process by which any Proceedings in Mauritius are begun may be served on you by being delivered to the address in Mauritius nominated by you for this purpose. This does not affect our right to serve process in another manner permitted by law.

Schedule 1

Confirmation regarding interest policy

Interest Policy

I acknowledge and confirm that no interest will be received on the balance of my account.

The Company

1. The Company is an STP Broken and not as a market maker or is dealing as principal in Financial Derivative Instruments and Securities, predominately Contracts for Differences (CFDs) on currency pairs, foreign exchange, commodities, shares, cryptocurrencies and indices.
2. The Company operates the website www.fintana.com, trading platforms and brand names as indicated in its website. The Company operates through this website which allows online trading.
3. The Company is authorized and regulated by the Financial Services Commission of Mauritius (FSC) under license number GB23201338. Our registered office at 6th floor, Nexteracom Building, Ebene Cybercity, Mauritius.
4. The Company deals on a reception and transmission only basis and does not advise on the merits of Transactions, or their taxation consequences. We give you no warranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in our relations with you.
5. The Company may obtain and subsequently transmit to you any relevant information it receives from a clearing firm that it deems appropriate.

Responsibility for orders

1. You, the client, will be responsible for all orders entered on your behalf via an Electronic Service and you will be fully liable to us for the settlement of any Transaction arising from it.
2. All the Foreign exchange or other investments that you may make via the Company will be registered under your name.

Risk Disclosure

1. The risk of loss arising from Foreign Exchange Contracts and over-the-counter Contracts For Differences can be substantial. You should carefully consider whether such investments are suitable for you in the light of your circumstances and financial resources.
2. If the market moves against your position, you may, in a relatively short time, sustain a total loss of the funds placed by way of margin or deposit. You may be required to deposit a substantial additional sum, at short notice, to maintain your margin balances. If you do not maintain your margin balances your position may be closed out at a loss and you will be liable for any resulting deficit. All positions carry margin requirements between 2% and 5.
3. Under certain market conditions it may be difficult or impossible to close out a position. This may occur, for example, where trading is suspended or restricted at times of rapid price movement.
4. Where permitted, placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such orders at the stipulated price.
5. Foreign Exchange Contracts and over-the-counter Contracts for Differences can be highly volatile and investments in them carry a substantial risk of loss.

6. This brief statement cannot disclose all risks of investments in Foreign Exchange Contracts and Contracts for Differences. They are not suitable for many members of the public and you should carefully study such investments before you commit funds to them.
7. Investing in FX Contracts and CFDs with an underlying asset listed in a currency other than your base currency entails a currency risk, due to the fact that when the CFD or FX Contract is settled in a currency other than your base currency, the value of your return may be affected by its conversion into the base currency.
8. You should also be aware that they are using the website and its services at your own risk. Without limiting the foregoing, the Services are suitable only for customers who are able to bear the loss of all the money they invest, and who understand the risks and have experience in taking risks involved in financial markets.

9. The possibility exists that you could sustain a loss of some or all of your investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with digital options trading (including, but not limited to, risks stemming from market conditions, the rules of certain markets), and seek advice from an independent financial advisor if you have any doubts. You hereby acknowledge that you will bear sole responsibility for any losses caused through the use of the Site and\or the Services.

***Risk Warning*: CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. The vast majority of retail investor accounts lose money when trading CFDs. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.**