

# SKY LINKS CAPITAL LIMITED

INCORPORATED UNDER REPUBLIC OF MAURITIUS AND REGULATED BY  
FINANCIAL SERVICE COMMISSION

## TERMS OF BUSINESS CLIENT SERVICE AGREEMENT (CSA)

This Terms of Business, including the Client Service Agreement (CSA), is a legally binding document between you and Sky Links Capital Limited, Mauritius. By using our services, you agree to its terms. This document does not constitute legal or investment advice and is subject to applicable laws and regulations.

Premier Business Center, 10th Floor, Sterling Tower, 14 Poudrière  
St, Port Louis, Mauritius

Sky Links Capital Limited is a Limited Company with Investment Dealer (Full Service Dealer excluding Underwriting) under License No. GB20025812 and is authorized and regulated by the **Financial Services Commission (FSC)** in Mauritius.

## 1. INTRODUCTION

1.1 This Client Agreement ("Agreement") is entered by and between Sky Links Capital Limited (hereinafter called the "Company" or "Us" or "We") and the Client ("You" or "Legal Entity") (which could be a natural person or legal entity) who has completed the Application Form ("Client").

1.2 The Company "Sky Links Capital Limited" is a firm which holds a Global Business License, and an Investment Dealer (Full- Service Dealer, Excluding Underwriting) License issued by the Financial Services Commission in Mauritius with License Number GB24202837. The Company operates through the website www.skylinkscapital.com. The Company is registered in Mauritius, and registered address is Premier Business Centre, 10th Floor, Sterling Tower, 14 Poudriere St, Port Louis, Mauritius.

1.3 The Agreement shall govern General Terms and Conditions of Financial Service provided by the Company. In addition, it sets out the matters, which the Company is required to disclose to the Client under the Applicable Regulations.

1.4 The Company shall ensure compliance with all applicable legal and regulatory disclosure requirements by providing the Client with necessary information regarding, but not limited to, associated risks, applicable fees, terms of service, and any other disclosures mandated under the Applicable Regulations.

## 2. ACKNOWLEDGEMENT

2.1 The Client acknowledges that they have read, understood, and accepted the General Terms & Conditions, as amended from time to time, which form an integral part of the Client Agreement(s).

2.2 By accepting the General Terms & Conditions, which form part of the Client Agreement(s), the Client enters into a legally binding agreement with the Company.

2.3 The Company's Services are available only to individuals or entities that are legally capable of entering into binding contracts under the laws of their country of residence.

2.4 Without limiting the above, the Company's Services and/or access to the Company's electronic systems and/or Trading Platform are not available to individuals who:

- a) Are under the age of 18 or otherwise legally considered minors;
- b) Are not of legal competence or sound mind;
- c) Are citizens or residents of countries from which the Company does not accept Clients, or where such acceptance is prohibited;
- d) Are employees, directors, associates, agents, affiliates, relatives, or otherwise connected to the Company or any of its affiliates.

2.5 The Company reserves the right, at its sole discretion, to suspend and/or deny access to its Services and/or Trading Platform to any individual or entity, in accordance with its reasonable judgment.

2.6 In the event of any violation of Clause 2.4, the Company will refund the full deposited amount to the original source. However, any profits or losses resulting from trading will be forfeited.

2.7 To access the Trading Platform and Services, the Client must complete the registration process by providing personal details and, if required, relevant identification documents. Upon successful completion of the Account Opening Procedure, the Client will be notified of their acceptance as a Client of the Company. The Company

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reserves the right to assess and determine the eligibility of potential clients, in compliance with applicable regulations, including but not limited to anti-money laundering (AML) regulations, suitability assessments, and due diligence requirements. The Company is under no obligation to accept any individual or legal entity as a client and may refuse to onboard any Client who does not meet the required regulatory, risk, or compliance criteria.

2.8 Sky Links Capital Limited reserves the right to impose additional due diligence requirements for Clients residing in certain countries or when deemed necessary by the Company. This Agreement shall take effect upon receipt by the Client of the Company's notice confirming the Client's acceptance.

2.9 The physical signature of this Agreement is not required. However, if the Client requests a signed and stamped copy, they must print and send two (2) signed copies of the Agreement to the Company, along with their postal address. Upon receipt, the Company will return a duly signed and stamped copy to the Client's provided address.

2.10 All payment transactions are managed by Sky Links Capital Limited, which is authorized and regulated by the Mauritius Financial Services Commission under License No. GB24202837.

2.11 The Client acknowledges that the Company's official language is English.

2.12 The Client acknowledges that they are trading on a Trading Platform owned and operated by Sky Links Capital Limited, a company incorporated under the laws of the Republic of Mauritius and duly authorized and regulated by the Mauritius Financial Services Commission under License No. GB24202837.

2.13 Each Client is permitted to create only one active account with the Company. If a client holds multiple accounts, the Company reserves the right to consolidate them into a single account. The Client will be required to designate one Main Account, into which all funds and trading activities will be merged, without affecting any open trades.

### 3. SCOPE OF THE GENERAL TERMS & CONDITIONS

3.1. These General Terms & Conditions govern all the actions that relate to the execution of the Client's orders with the Company.

3.2. The General Terms & Conditions are non-negotiable and override any other agreements, arrangements, express or implied statements made by the Company unless the Company, in its sole discretion, determines that the context requires otherwise.

3.3 Whereas Sky Links Capital Limited is an authorized regulated entity under Financial Service Commission (FSC) with a Global License of Investment Dealer License (Full-Service Dealer excluding Underwriting).

3.4 This document sets out the terms upon which the Company will deal with the Client in respect of any Financial Instruments in underlying assets and shall also govern all types of financial trading activities between the Client and the Company.

### 4. COMMENCEMENT AND ACCOUNT ACTIVATION

4.1 This Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, the Client's heirs, executors, administrators, legatees, successors, personal representatives and assigns.

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4.2 The Agreement will take effect when the Company sends a notice to the Client confirming to him that his Account has been opened and the first funding of the Client's Account has been maintained

## 5. CLIENT CATEGORIZATION

5.1 The Client understands and accepts that each category of Clients has its individual level of regulatory protection acknowledging that Retail Clients have the highest level of protection whereas Professional Clients and Eligible Counterparties are considered to be more experienced, informed, skilled, and able to estimate their risk, therefore are provided with a lower level of protection.

5.2 The Client accepts that when categorizing the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Application Form and the Client has the responsibility to immediately notify the Company in writing if such information changes.

5.3 Subject to Applicable Regulations, the Company has the right to review the Client's Categorization based on its provided profile information and to change his Categorization if this is deemed necessary (subject to Applicable Laws).

## 6. CAPACITY

6.1 The Client acts as a principal and not as agent or representative or trustee or custodian on behalf of someone else. This means that all obligations under this Agreement are owed only to the Client and the Client is responsible for performing the Client obligations towards the Company under this Agreement.

6.2 The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received including but not limited to Power of attorney or authorization.

6.3 In relation to any Transaction the Company may act either as a principal on an own account basis (whereby it will be the execution venue) or as an agent (whereby some other third party will be the execution venue).

## 7. THIRD PARTY AUTHORIZATION AND OBLIGATIONS

7.1 The Client can authorize a third party to provide instructions, requests, and orders related to transactions or the agreement, as long as the Company is notified in writing. The Company may request additional details about the third party, but is not obligated to do so.

7.2 The third-party authorization granted is in addition to and does not limit or restrict any other authorization under this Agreement or any other agreement that may exist between the Company and the Client.

7.3 Unless the Company receives and acknowledges a written notification from the Client for the termination/ revocation or amendment to the instruction given to the third party through courier service or via email of the said person's authorization, it will continue accepting Request, Instructions, Orders and other communications given by this person and the Client agrees that such are valid and committing to the Client.

7.4 The written notification for the termination of the authorization to a third party has to be received and acknowledged by the Company within at least 5 working days notice prior the effective date of termination.

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7.5 In the event of the death or mental incapacity of the Client, the Company will have no responsibility or liability whatsoever in respect of the actions or omissions or fraud of the authorized third party in relation to the Client Account and/ or Client Money and the Company will continue accepting Requests, Instructions, Orders and other communication given by this person and will recognize such as valid, until the Company receives actual notice of the death or mental incapacity of the Client.

7.6 Such notice of revocation or amendment shall not relieve the Client from any obligation of liabilities arising from or in respect thereof or in relation to Transactions or his accounts in general.

## 8. PERSONAL DATA & CONFIDENTIALITY

8.1 The Company acknowledges that the Client's personal information is proprietary and shall not be utilized for the benefit of any party other than the Client. The Company is committed to safeguarding the Client's privacy, confidentiality, and anonymity, ensuring that all personal data is collected, processed, and retained in accordance with applicable data protection laws and regulations. The Company shall process such data lawfully, fairly, and solely for specified, legitimate purposes, implementing appropriate technical and organizational measures to prevent unauthorized access, disclosure, or misuse.

8.2 The Company and its affiliates may collect, process, and utilize the Client's information to keep the Client informed about additional products, services, and promotional offers, including those provided by third parties. The Company may communicate such information through various means, including, but not limited to, postal mail, facsimile, electronic communication, and email. The Client acknowledges and agrees that they may opt out of receiving such communications at any time by notifying the Company in writing or through any opt-out mechanism provided.

8.3 This agreement authorizes the Company to collect client information either directly from the Client (through the completed Application Form, Website, or other means) or from third parties, such as credit reference agencies, fraud prevention agencies, and public register providers.

8.4 The Company will use, store, process, and handle personal information provided by the Client in connection with the provision of the Services, in accordance with the Applicable Regulations.

8.5 The Company will treat all client information as confidential and will use such information solely for the purpose of providing the agreed-upon services. However, information that is already publicly available or that the Company already holds without any confidentiality obligations shall not be considered confidential. The Company will take all reasonable steps to protect the confidentiality of client information, ensuring that it is not disclosed to third parties, except where required by law or with the Client's explicit consent.

8.6 The Company has the right to disclose client information and, recordings and documents of a confidential nature, without prior notice to the Client, in order to provide the services under this Agreement, to cooperate with local or foreign regulatory authorities and entities, fraud, and prevention agencies and other organizations involved in crime, to comply with any legal official request, and as necessary to protect any of the Company's legal obligation and/or rights in the following circumstances: Where required by law or a competent court;

a) Where requested by FSC or any other regulatory authority or exchange having control or jurisdiction over the Company (or any associate);

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- b) To the authorities to investigate or prevent fraud, money laundering or other illegal activity, to credit reference and fraud prevention agencies and other financial institutions for credit checking, fraud prevention, and anti-money laundering purposes;
- c) To any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;
- d) For the purposes of credit assessments or identification or due diligence of the Client or statistical analysis of the Company's business;
- d) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- e) Where necessary in order for the Company to defend or exercise its legal rights;
- f) At the Client's request or with the Client's consent;
- g) To an Affiliate of the Company.

8.7 If the Client is an individual, the Company is obliged to provide the Client with a copy of any personal data it holds about the Client, upon request.

8.8 By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data outside Mauritius or the European Economic Area.

8.9 Although the Company does not provide telephone services for communications (including Orders and Instructions), if a telephone conversation occurs between the Client and the Company, the Company or any Service Provider appointed by the Company may record the conversation and such recording will be the sole property of the Company.

8.10 The Client acknowledges and agrees that the Company may reduce all documentation relating to the Client's Account(s), including but not limited to the documents provided by the Client when opening account(s) with the Company, by utilizing a printed media storage device such a micro- fiche or optical disc imaging and agrees to permit the records by such printed media storage device(s) and or method(s) to serve as a complete, true, and genuine record of the Client's account(s) documents and signatures.

8.11 The Client understands that all communication regarding the Client's Account(s), Orders, Instructions or Requests for acquiring Financial Instruments, between the Client and the Company, may be recorded by the Company, and the Client irrevocably consents to such recordings and waives all rights to object to the admissibility of such recordings in any legal matters and/or proceedings or as the Company otherwise deems appropriate, at any given time or within any country.

The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, fax, email, or otherwise.

## 9. SERVICES TO OFFER

9.1 Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its discretion offer the following services to the Client:

- a) Receive and transmit orders or arrange orders for execution (on an own account basis).
- b) Receive and transmit Instructions or arrange Instructions for execution (on an own account basis).

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c) Provide Underlying Asset Services. d) Any other service that the Company might from time to time provide or as further detailed in this Agreement.

9.2 The Company is under no obligation unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction; to make margin calls, or to close out any Client's Open Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation by the Company.

9.3 The Client understands that there is no physical delivery of the Underlying Asset in a CFD in relation to any Transaction.

9.4 The Company reserves the right if it is deemed necessary, to delay confirmation of Order/Request(s) and/or Transactions for the Client's Account(s).

9.5 The company reserves the right if it is deemed necessary, to reserve any order/request(s) and/or transactions for the Client's account(s) or not to execute all of those order/request(s) and/or transactions.

9.6 The company reserves the right, if it is deemed necessary, to reject part or in full any order/request (s) and/or transactions for the Client's account(s).

9.7 The Company reserves the right, at its discretion, at any time to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.

9.8 The Company will not provide the Client with advice regarding the merits of any particular Transaction, nor will it offer any form of investment advice. The Client acknowledges that the Services provided by the Company do not include investment advisory services. The Client is solely responsible for making trading and other investment decisions based on their own judgment.

9.9 The Company is not obligated to provide legal, tax, or any other form of advice regarding any Transaction. The Client is solely responsible for independently assessing the risks associated with each Transaction and may seek external professional advice at their discretion. By requesting the Company to enter into a Transaction, the Client confirms that they possess sufficient knowledge, experience, and advice to evaluate its risks and merits. The Company does not guarantee the suitability of the products traded and does not assume any fiduciary duty toward the Client.

9.10 The Company may provide Clients with Expert Advisor (EA) and Trailing Stop facilities, which can be activated by default. The use of these facilities must comply with all applicable trading conditions set forth by the Company. In addition, the following conditions apply:

a) Non-scalping activity by the Client.

b) The Client must use the EA in a reasonable manner. All EA users must not use the EA for frequent trading at news time. Users must understand that by using the EA frequently at news time they prevent other clients from executing a fair trade.

c) The Company bears no responsibility when the Client uses additional functionalities of the client trading terminal such as expert adviser and/or Trailing Stop, which are executed completely under the client's responsibility, as they depend directly on his trading terminal. The Company bears no responsibility whatsoever

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for any losses, malfunctions, or disruptions resulting from the Client's use of additional functionalities or plug-ins that affect the reliability, smooth operation, or orderly functioning of the Company's Trading Platform.

In cases where the Company suspects that a client is using such functionalities or plug-ins in a manner that may interfere with the integrity of the trading environment, the Company reserves the right, at its sole discretion, to:

i) terminate the Agreement with the Client; ii) Cancel or delete any affected Transactions; iii) Restrict or disable the use of such functionalities or plug-ins; iv) Take any other necessary action to protect the stability and security of its systems.

d) The Company shall bear no liability for any loss, damage, or expense suffered by the Client, whether directly or indirectly, as a result of the actions, omissions, or negligence of any third party. This includes, but is not limited to, third-party software providers, expert advisors, signal providers, social trading platforms, virtual private networks (VPNs), or any other external service utilized by the Client. The Client acknowledges that the use of such third-party services is at their own risk, and the Company does not warrant the accuracy, reliability, or security of any third-party tools or platforms.

9.11 The Company or its Service Provider(s) may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its website or provide to subscribers via its website or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so:

a) The Company will not be responsible for such information.

b) The Company gives no express or implied representation, warranty, or guarantee as to the accuracy, correctness, or completeness of such information or as to the tax consequences of any related Transaction.

c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;

d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.

e) The Client acknowledges and accepts that, prior to dissemination, the Company may have acted upon the information contained therein. The Company makes no representations regarding the time of receipt by the Client and cannot guarantee that the Client will receive such information simultaneously with other clients. Any research reports or recommendations published by the Company may be made available through one or more information services or screens.

f) The Client hereby waives any defence or claim arising from the absence of written form in relation to any information, instructions, or communications provided by the Company.

9.12 The Client acknowledges that any trading recommendations, market information, or other communications provided by the Company, while based on sources believed by the Company to be reliable, may be incomplete, inaccurate, or unverified. Such information may differ from that provided to other clients and may be subject to change without notice to the Client.

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9.13 The Client acknowledges that the Company or one or more of its affiliates may have a position to buy or sell Financial Instruments which are the subject of information or recommendations furnished to the Client and that these positions and transactions may not be consistent with the information furnished to the Client.

9.14 Market commentary, news, and other information provided by the Company are subject to change at any time without prior notice and may be withdrawn at the Company's discretion.

9.15 In providing the Client with reception and transmission services, the Company is not obligated to assess the suitability of the financial instrument the Client wishes to transact in, nor the services provided or offered to the Client. As a result, the Client acknowledges and agrees that they will not benefit from the protection of the Applicable Regulations with regard to the assessment of suitability.

9.16 The Company is obligated by applicable regulations to collect information regarding the Client's knowledge and experience in investments in order to assess the suitability of the services or products offered. In the event that the Client refuses to provide such information or provides insufficient details, the Company will be unable to make a determination regarding suitability. The Company assumes that the information provided by the Client is accurate and complete and is not liable for any consequences arising from incomplete, misleading, or outdated information unless the Client notifies the Company of any changes.

## 10. CFDS' GENERAL TRADING PROCEDURES AND ORDERS

10.1 The Company endeavours to ensure the accuracy of the Market Watch and sources prices from multiple major banks, liquidity providers, and exchanges. In the event of the closure or failure of one or more price providers for any or all Contracts for Difference (CFDs), the Company shall provide quotes that reflect its reasonable assessment of the prevailing Bid and Ask prices for each CFD. The Company makes no representation or warranty that the prices it offers are the best available in the market.

10.2 The Client acknowledges and agrees that the Company's Market Watch serves solely as an indicator of the current market conditions. Any misunderstanding or discrepancy regarding this service shall be referred to the Company's Operations data for clarification and resolution.

10.3 Charts for all traded instruments are generated based on default spreads and may not reflect the exact prices displayed on the market watch for the Client's specific account type. This discrepancy arises due to variations in markups applied to the Client's account, which are influenced by factors such as account type, trading and market conditions, or other contractual agreements.

10.4 The Client, or any authorized individual acting on the Client's behalf in accordance with the terms of this Agreement, may place Orders through the Company's Online Trading System. Such Orders must be executed using the Client's designated account login credentials (including the account login and password).

10.5 The Company at its discretion has the right to adjust the price(s)/price spreads provided/offered to the Client, cancel the transactions, delay in price confirmation and/or re-quote the price(s) offered, restrict the Client's access to streaming, instantly tradable quotes by providing manual quotation only, retrieve from the Client's account any historic trading profits provided that the Company can document that such trading profits have been gained through such abuse of price(s) at any time during the relationship with the Client and/or terminate the relationship with the Client immediately without notice or court order or judgment.

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10.6 In the event that an Order is received and accepted by the Company through any means other than the Online Trading System, the Company reserves the right to transmit such Order to the Online Trading System (if technically feasible) and process it as if it had been received directly through the Online Trading System.

10.7 The Company shall be entitled to rely and act on any Order issued by the Client without requiring further inquiry or verification. Any Order placed using the Client's Access Data (including but not limited to account login and password) shall be deemed valid, binding, and enforceable against the Client.

10.8 Any Order received by the Company shall be conclusively deemed to be a valid and binding instruction from the Client if the Company, in its sole discretion, believes such Order to be genuine. The Client acknowledges and agrees that the Company is entitled to rely on and act upon such Orders without further verification or inquiry.

10.9 The Company shall receive and transmit for execution all Orders provided by the Client strictly in accordance with the terms of such Orders. The Company assumes no responsibility for verifying the accuracy, completeness, or appropriateness of any Order. By submitting an Order, the Client acknowledges and agrees that such Order constitutes an irrevocable and binding instruction to the Company to proceed with the Transaction on the Client's behalf.

10.10 The Company will not be obliged to check or have regard to any assumption made or expressed by the Client as to the effect of any trade or Order on his existing or overall positions. The Company will not assess any Client comments that any trade he places is a trade to close all or part of an open position. The Company will treat all trades as a buy or a sell regardless of whether the trade has the effect of opening a new position or closing an existing one. It is the Client's responsibility to be aware of his position at all times.

10.11 If the Client issues an Order that results in a breach of any provision of this Agreement, the Company may, at its sole discretion, choose to fulfil such an Order to the extent it deems appropriate. The Client acknowledges and agrees that they will not have the right to cancel any resultant partially filled Order. The Client shall be fully liable for the breach of this Agreement and remains obligated to settle the resultant Transaction in accordance with the terms of this Agreement.

10.12 Orders may be placed, executed, and (if permitted) modified or cancelled only during the operating (trading) hours specified by the Company. If an Order is not executed during the current trading session, it shall remain effective and carry over to the next trading session, unless otherwise specified by the Client or the Company.

10.13 The Company shall not be obligated to, but may, at its sole and absolute discretion, execute the Client's Orders concerning any Cancel Former Order (CFO) outside the normal trading hours as stipulated in the Contract Specifications for the respective type of CFO.

10.14 The Company may set its own cut-off times for instructions or Orders, which may be earlier than those established by the relevant Market and/or clearinghouse involved in any Transaction. The Client acknowledges and agrees that they shall have no claims against the Company for any failure to place an Order prior to the Company's cut-off time.

10.15 Orders shall be valid in accordance with the type and time of the given Order, as specified. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the account Equity reaches zero or less.

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10.16 Any other Orders not mentioned above are unavailable and are automatically rejected.

10.17 All open spot positions will be rolled over to the next business day at the close of business in the underlying relevant Market, subject to the Company's rights to close the open spot position. Open forward positions will not be rolled over at the expiry of the relevant period into the next relevant period.

10.18 All future trades are classified as market orders and will be executed based on the market prices provided by the corresponding exchange at the time of execution. Additionally, exchange fees may apply. Futures and Over the Counter (OTC) contracts will not be rolled over automatically, and the Company does not accept rollover requests from the Client. In the event that a client needs to rollover a future-dated position, the client may close open positions on the current contract and reopen them at the next available future-dated contract. This must be done before the last trading day of the current contract.

10.19 The margin, contract size, and general contract specifications will be displayed in the Markets Section of the website and will be updated periodically.

10.20 The following terms and conditions apply in relation to the modification or removal of Orders:

- a) Orders cannot be changed or removed if confirmation is sent or they are executed or being executed.
- b) If the market price approaches the levels of a Take Profit order, Stop Loss order, or the opening price of a deferred (pending) order within a distance of 2 points, the Company reserves the right, at its sole discretion, to modify this distance based on prevailing market conditions. Under such circumstances, no modification, cancellation, or removal of the aforementioned orders shall be permitted.
- c) The Client shall have no right to amend, modify, or remove any Limit Orders once the market price has reached the level of the Order Execution.

10.21 Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop orders are executed at the price specified by the Client upon the first market price touch. In the event that the market opens with a gap or a gap occurs during the trading day—such as after weekends, holidays, the release of significant macroeconomic or political news, or in the event of Force Majeure—the Orders (including those on CFDs related to currencies and other underlying assets) will be executed as follows:

- a) Limit Orders (take profit/buy limit/ sell limit): orders are executed at stated prices.
- b) Stop Orders (Stop Loss/Buy stop/Sell Stop): orders set for lock positions are executed at the best available market prices.

10.22 The terms and conditions of this Agreement are subject upon a Transaction Size falling within the Normal Market Size for the specified Instrument. The Company reserves the right, at its sole discretion, to amend or modify these terms in the event that the Client seeks to execute a Transaction that exceeds the Normal Market Size for the specified Instrument.

10.23 The minimum level for placing Stop Loss, Take Profit, and Limit Orders is specified on the Sky Links Capital MT5 trading platform. The Company reserves the right to modify the Contract Specifications at its sole discretion, based on prevailing market conditions, without prior written notice to the Client. The Client agrees to review the full Contract Specifications for the CFD before placing any Order.

10.24 The 1(one)standard lot size is the measurement unit specified for each CFD. The minimum volume of the transaction is 0.01 Micro Lot but this may differ from account type to another as published on the Website

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under Contract Specifications. The possible choice of a leverage rate ranges from 1:100 up to 1:400 depending on the type of the CFD and at the Company's discretion. At the opening of the Basic and Classical accounts for the Client, the leverage rate is set at 1:400. For Professional accounts, the leverage rate is also set at 1:200, and for Institutional accounts, the leverage rate is set at 1:100. The applicable leverage rate is determined based on the type of CFD and account type, where relevant. The Client may change the leverage of his Client Account by contacting the Company. The Company has the right to allow a change to the Client Account leverage at the Company's discretion.

10.25 The Company may offer standard lots, micro-lots, and mini-lots, in its discretion, defined as follows: (1.0) standard lot = 100000 of the base currency, (0.1) mini lot = 10000 of the base currency, and (0.01) Micro lot = 1000 of the base currency.

10.26 Adoption of high leverage may expand trading opportunities and offer the potential for greater gains, but it also exposes the trader to increased risks. These risks can be mitigated by adhering to a cautious and disciplined trading strategy when initiating and closing transactions. You hereby acknowledge and confirm that you have read and understood fully the Risk Disclosure & Warning Notice, available on the Website.

10.27 The applicable Swap Rates, if any, may fluctuate in size and are subject to change based on prevailing market conditions and interest rates. The Company reserves the right to modify the Swap Rates without prior written notice to the Client. The Client is required to sign the Swap-Free Conditions Agreement prior to the commencement of trading activities.

10.28 The Spread for each Instrument is specified by the Company in the Contract Specifications. The Company reserves the right to change the Spreads at its discretion, without prior written notice to the Client, in response to, but not limited to, changes in market conditions, liquidity, volatility, or other relevant factors that may affect the pricing of the Instrument. The Client acknowledges and accepts that the Spread may vary accordingly.

10.29 The Company offers clients competitive spreads on all instruments but reserves the right to make occasional, small increases to the spreads on some or all instruments. This action is taken to ensure that the Company provides the best available market conditions and the tightest spreads. One of the Company's primary objectives is to execute client orders at the best available market prices, ensuring that clients receive the tightest spreads possible. You acknowledge and confirm that you are fully aware of this provision throughout the entire term of the Agreement.

10.30 The Company allows hedging, which means clients are allowed to open positions in the opposite direction of previously opened positions in the trading account, to reduce loss and to decide later when to enter the market.

10.31 Hedging an instrument through its corresponding Futures OTC contract is strictly prohibited for swap-free accounts, as such actions are deemed to constitute an attempt to exploit the swap-free facility for the purpose of deriving profits from swap-related transactions. In the event that the Client fails to take appropriate action to avoid engaging in prohibited practices, the Company shall have the right, at its sole discretion and without prior notice to the Client, to close the relevant positions or take any other necessary actions, including but not limited to retroactively deducting swap charges or employing other corrective measures on the Client's account.

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10.32 Hedged positions will be held in the trading account without affecting the required margin value since the required margin is calculated for each instrument according to the net positions opened at a specific moment.

10.33 The Client acknowledges that Quotes displayed on the market watch on the Trading Terminal of the Client are Indicative Quotes used for Informational purposes only.

10.34 The Company provides Quotes based on the underlying asset price; however, this does not imply that the Quotes will fall within any specific percentage range of the underlying asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect the Company's assessment of the current Bid and Ask price of the relevant underlying asset at that time. The Client acknowledges and agrees that such Quotes are determined at the Company's absolute discretion and may differ from the prices available in the Underlying Market.

The Company shall not be held liable for any discrepancies between its Quotes and the prices in the Underlying Market, nor for any consequences arising from the use of such Quotes.

10.35 Execution of Contracts for Difference (CFDs) in currencies (foreign exchange), spot metals, futures, equities, indices, commodities, and options will be conducted as market execution, subject to prevailing market conditions, meaning whenever the Client agrees to buy or sell a CFD in any of those Underlying Assets, the Company will give him the available price in the market even if the requested price by the Client was changed without giving him a re-quote on that entry.

10.36 Scalping and Pip-Hunting are permitted on any account type, subject to the Client adhering to internal rules, including holding trades for a minimum of 3 minutes or achieving a gain/loss of USD 1 per Gold price movement or USD 10 per PIP for currency/indices trades. The Company reserves the right, at its sole discretion, to reject any transaction, including previously accepted orders, without prior notice. Any prior acceptance of Scalping or Pip-Hunting transactions does not waive the Company's right to reject future instances of such conduct. The Company may also impose fees for such conduct at any time, without prior notice.

10.37 In the event that the Company classifies a client as a scalper or a pip hunter, which the company does not currently allow except for any Accounts, the Company may, at its sole discretion, and without a prior written notice, take one or more of the following actions:

- a) Change the account type to the corresponding type of account.
- b) Terminate this Agreement without prior notice or court order.
- c) Close out all or any of the Client's open positions at current market prices.
- d) Debit the Client Account(s) for the amounts which are due to the Company.
- e) Close any or all of the Client Accounts held with the Company.
- d) Combine Client Accounts; consolidate the Balances in such Client Accounts and offset those balances.
- e) Refuse to open new Client Accounts for the Client.
- f) Pay penalty fees (Retrospective Charge maybe applicable if Counterparty specially LP charges the Company).

10.36 Slippage in Contracts for Difference (CFDs) on Currencies occurs when a limit order or stop-loss order is triggered at a rate less favourable than the price initially specified in the order. In such instances, the Company will execute the trade at the next available best price, as determined by the prevailing market conditions at the time the order is triggered.

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10.37 Slippage involves executing any given trade on a specific price different from the expected price sent or preset by the client. This may take place during highly volatile market conditions such (but not limited to) economic or political news; the order will be filled at the next best available market price because, but not limited to the desired/preset order price is not available, or because higher spread differences are applied in the corresponding exchanges of the traded instrument.

10.38 The Company does not apply slippage under normal market conditions and applies it on stop pending entry or liquidation orders during times when the Company is closed or when - but not limited to - there is a weekend or bank holiday, international economic events, or hectic market movements. In this case stop orders will be filled on the opening price, which the Company finds suitable.

10.39 Clients acknowledge that slippage might occur as per the liquidity providers' terms and conditions and that this is beyond the control of the Company and agrees to waive the Company from any liability that may arise subjective to any damage or expense or loss incurred by the Client, in relation to or directly or indirectly arising from but not limited to such terms and conditions.

10.40 Clients can execute trades 24 hours a day from 00:05 on Monday until 23:30 on Friday (Mauritius Time) or from 00:00 on Monday until 24:00 on Friday (GMT+2), except for certain instruments that have scheduled breaks or trading halts at specific times. Detailed trading schedules and instrument-specific information are available on the MT5 platform. Additionally, routine server maintenance takes place during non-trading hours.

## 11. MARGIN REQUIREMENTS

11.1 The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD. It is the Client's responsibility to ensure that he understands how a Margin is calculated.

11.2 The Company has the right to amend any entry in the Contract Specifications section for each CFD including margin requirements, and these changes may take effect on both new and existing/open Positions/trades; which may be declared through an internal mail message or on the company's corporate website, unless a Force Majeure Event has occurred.

11.3 The Company has the right to change Margin requirements without prior Written Notice to the Client in the case of Force Majeure Event. In this situation, the Company has the right to apply new Margin requirements to the new positions and to the positions, which are already open.

11.4 If, at any time, the Client's Equity falls below the mutually agreed percentage (%) equity of the Necessary Margin, the Company reserves the right, at its sole discretion, to close any or all of the Client's Open Positions without prior notice or the Client's consent. In order to determine if the Client has breached this clause, any sums referred to therein which are not denominated in the currency of the Client Account shall be treated as if they were denominated in the currency of the Client Account by converting them into the Currency of the Client Account at the relevant exchange rate for spot dealings in the foreign exchange market.

11.5 The Client has the responsibility to notify the Company as soon as he/she believes that he/she will be unable to meet a Margin payment when due.

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11.6 The Company has no obligation to make Margin Calls for the Client. Where the Company effects or arranges a Transaction involving an Instrument, the Client should note that depending upon the nature of the Transaction, he/she may be liable to make further payments when the Transaction fails to be completed or upon the earlier settlement or closing out of his position. He/she may be required to make further variable payments by way of margin against the purchase price of the Instrument, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of the Client's investment will affect the amount of margin payment he/she will be required to make. The Client agrees to pay the Company on demand such sums by way of margin as are required from time to time under the Rules of any relevant Market (if applicable) or as the Company may in its discretion reasonably require for the purpose of protecting itself against loss or risk of loss on present, future or contemplated Transactions under this Agreement.

11.7 Any account on Margin call needs to be cautious of equity as the account will be stopped out by closing all Open Positions as the equity reaches mutually agreed clause percentage (%) equity to margin level, the Company reserves the right to stop out the account by closing all Open Positions. Additionally, any pending orders for the stopped-out account will be deleted. Any deficit arising from the liquidation process will be the responsibility of the Client, who must cover the shortfall. and all pending orders for the stopped-out account will be deleted, and any deficit that may result after liquidation will be handled and covered by the client

11.8 If the Client breaches clause 11 (7), the Company has the right to close partially or totally the Clients Open Positions in order for the client Account to go above the required percentage.

11.9 Margin can be transferred to the company via bank wire transfer or any of the applied deposit methods.

11.10 The Client undertakes and agrees that they will not create, nor will they permit the creation of, any security interest, lien, or encumbrance over any Margin transferred to the Company. Additionally, the Client agrees not to assign, transfer, or otherwise dispose of the Margin or any portion thereof without the prior written consent of the Company. Any attempt to create such a security interest, or to assign or transfer the Margin, will be considered a breach of this agreement.

## 12. SWAP

12.1 The Company offers Islamic (swap-free) accounts to comply with Islamic Shariah law; this is also an advantage for all traders who hold their positions for multiple days without being aware of swaps or overnight fees; thus, a trading account would not pay, or be paid for holding a position for more than one business day.

12.2 If the Client wishes to convert his Client Account into a swap free account or vice versa, he/she must send a notification to the Company. The Client has the right to convert his Client Account from swap-free into usual Client Account, without inserting any reasons.

12.3 If the Client has a swap free account, no swaps or roll over charges will be applied to trading positions overnight. This means that the Client Account will be free from interest or swap charges and features zero upfront commissions without additional charges per trade.

12.4 If the Client has a swap-free account, all the provisions herein in this entire Agreement apply to him save any mentions to swaps unless the text provides that swaps apply to such a client as well.

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12.5 In the event of market abuse and /or misuses of the swap free advantage by holding floating positions for a long time period, taking advantage of the swap-free facility and gaining profits from swaps, the client who commits these offenses will be charged with a backdated swap or retrospective swap charges on all positions executed in his trading account from the date of opening the account till date, and must close the floating positions immediately.

12.6 Hedging a currency pair by its corresponding Future CFD and/or hedging positions on a swap- based account against positions on a swap free account is forbidden, as these also represent attempts to take advantage of the swap free facility and gain profits from swaps; one direction of this kind of hedge must be closed immediately.

12.7 The Swap Clause must be read in conjunction with the Swap Free Account terms and conditions Agreement. All transactions conducted under a Swap-Free Account shall be subject to the applicable regulatory requirements.

### 13. ORDER CONFIRMATIONS

13.1 Information on Order(s) status, Client Account status, Trade Confirmations will be provided to the Client via its Online Trading System and client portal in Sky Links Capital CRM system, as the client has access to his account in MT5 trading Platform and the Client CRM portal as well.

13.2 The Client is obliged to provide the Company with e-mail address for the purposes of clause 13 (1), it is the Client's responsibility to inform the Company of any change to his email address (or any other relevant personal information), the non-receipt of a Confirmation, or whether any Confirmations are Incorrect before settlement.

13.3 If the Client has a reason to believe that the Confirmation is inconsistent or if the Client does not receive any Confirmation (though the Transaction was made), the Client shall contact the Company customer service. Trade confirmations shall, in the absence of manifest error, be deemed conclusive and binding unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the Day of receipt of the said Trade Confirmation.

13.4 None of these provisions, however, will prevent the company, upon discovery of any error or omission, from correcting it.

13.5 The Parties agree that such errors, whether resulting in profit or loss will be corrected in the Client's Account

13.6 The Company will provide the Client with an online access to his Client Account via the Online Trading System, which will provide him with sufficient information in order to manage his Account and comply client reporting requirements

### 14. DECLINE OF CLIENT'S ORDERS, REQUESTS, AND INSTRUCTIONS

14.1 Without prejudice to any other provisions herein, the Company is entitled, at any time and at its discretion, without giving any notice and/or explanation to the Client or to those persons the Client has notified to the Company in writing as authorized to give instructions, to refuse to transmit or execute any Order or Request,

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and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:

- a) If the Order or Request or Instruction precedes the first Quote in the Online Trading System on the Market Opening.
- b) Under Abnormal Market Conditions.
- c) If the Client's Free Margin is less than the Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;
- d) It is impossible to proceed with an Order or Instruction due to the size or price or the proposed Transaction being of such a size (too small or too large), that the Company does not wish to accept that Order or Instruction or Transaction, or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or it is impossible for the Order or Request or Instruction to be executed due to condition of the relevant Underlying Market.
- e) Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- f) The Company has sent a notice of Termination off the Agreement to the Client.
- g) In consequence of request of regulatory or supervisory authorities of Mauritius or a court order
- h) Where the legality or genuineness of the Order is under doubt;
- i) There is absence of essential detail of the Order or the Order or Request or Instruction is not clear or has more than one interpretation;
- j) The Transaction Size is less than the minimum Transaction Size for the particular CFD as indicated in the Contract Specifications;
- k) A Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);
- l) internet connection or communications are disrupted, or the Quote is manifestly erroneous.
- m) A Force Majeure Event has occurred.
- n) In an Event of Default of the Client.
- o) The Client has failed to meet a Margin Call of the Company;
- p) It comes to the Company's attention that the client is engaged in Abusive Trading in which case the Company may also have the right to cancel profits made as a result of such Abusive Trading

## 15. MISCELLANEOUS

15.1 The Company may, in its discretion, suspend the Client Account at any time with or without Written Notice to the Client and without a court order.

15.2 Any liability of the Client to the Company under this Agreement may, in whole or in part, be released, compromised, waived, postponed, or otherwise adjusted at the sole and absolute discretion of the Company. Such action shall not affect or prejudice the Company's rights concerning any liability or obligation of the Client that has not been expressly waived, released, or compromised. A waiver by the Company of any breach or

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default under this Agreement shall not constitute a continuing waiver, nor shall it prevent the Company from subsequently enforcing compliance with the same or any other obligation.

15.3 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

15.4 The Company has the right to delete Error Quotes (Spikes) from the Server's Quotes Base and any orders executed respectively.

15.5 Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice is given to one of the persons who form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

15.6 In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

15.7 The Client may administer his Account via the Client portal.

15.8 The Client agrees that if his Client Account is closed and then reactivated/reopened it will continue to be covered by this Agreement unless the Company has terminated the Agreement, and a new agreement was signed.

15.9 The Client shall not assign, charge, or otherwise transfer or purport to assign, charge or otherwise transfer his rights or obligations under this Agreement or any interest in this Agreement, without the Company's prior written consent, otherwise any purported assignment, charge, or transfer in violation of this paragraph shall be void.

15.10 The client acknowledges and confirms that any account(s), held with the Company, without any trading activity and/or accounts that are inactive and or remain non-operational and/or holding zero balance/equity for a period of twelve (12) months and more, are considered to be Dormant accounts.

15.11 The Client further agrees that any Dormant account which continues to be dormant for a total period of twelve (12) months, is considered to be Closed on the first day after twelve (12) months of no transactions.

15.12 The Client acknowledges and accepts that both Dormant and Closed Accounts will have trading functionalities disabled immediately. The Client shall not be permitted to execute any further transactions in such Dormant or Closed Accounts.

15.13 The Client agrees that in order to reactivate a Dormant or Closed Account, the Client must comply with the Company's Know Your Customer (KYC) and Customer Due Diligence (CDD) procedures, as required by applicable regulations. Additionally, the Client must fund the account and execute at least one (1) trade with the Company. Reactivation shall be subject to the Company's approval and compliance verification processes.

15.14. This Agreement shall apply to any additional Client Accounts opened in the Client's name with the Company, unless a separate Client Agreement is specifically executed for such an account. In the absence of a new Client Agreement, all terms and conditions of this Agreement shall govern the rights and obligations related to any additional accounts maintained by the Client with the Company.

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## 16. ADJUSTMENTS

16.1 In the event of any corporate action, market event, or other relevant occurrence affecting the underlying asset of a CFD transaction, the Company reserves the right, at its sole discretion and in accordance with market practice, to make necessary adjustments to the terms of the CFD. Such adjustments may include, but are not limited to, changes in contract size, price, margin requirements, expiration terms, or other relevant parameters to preserve the economic equivalent of the original position and within applicable regulatory framework.

16.2 The Company shall endeavour to provide notice to the Client where practicable. However, failure to provide such notice shall not affect the validity or enforceability of any adjustment made in accordance with this clause. If any adjustment is deemed necessary, the Company shall determine the appropriate course of action in good faith, considering industry standards and regulatory requirements. The Client acknowledges and agrees that any such adjustment shall be final and binding.

16.3 Until further notice in writing from the Client, the Company is hereby authorized at any time, without prior notice to the Client, to transfer between any account(s) of the Client and/or whenever, held by the Company, or any exchange member through which the Company clears the Client's transactions, such excess funds, securities, commodity futures contracts, commodity options, and other property of the Client as in the Company's sole judgment may be required for margin in any other such account(s) or to reduce or satisfy any debit balances in any other account(s) provided such transfer or transfers comply with relevant governmental and exchange rules and regulation applicable to the same.

## 17. NETTING AND SET-OFF

17.1 The Company has the right to set off any amounts of the Client held by the Company against any amounts owed by the Client to the Company.

17.2 If the Client, at any time during the Client relationship, has a negative Balance in any Client Account, the Company is entitled, but not obligated, to net between the Client's Accounts.

17.3 If an Event of Default occurs, all obligations between the Company and the Client shall upon the Company's notice to the Client be terminated (closed out) and netted into one termination amount by way of close-out netting. The value of Derivative or Securities shall be determined in accordance with the following:

- a) Rates at which the Derivatives or Securities shall be closed shall be market rates applicable on the day on which the Company decides to close the Contracts; and/or
- b) the Company may, at its sole discretion, determine the rates of Derivatives by obtaining a quote from a broker in relation to the asset in question or by applying rates from electronic financial information systems or other reasonable sources as determined by the Company.

17.4 In addition to the amounts set out in clause 17.3, the Company may include any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to transactions terminated.

17.4 The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances.

17.5 All Financial Instruments, funds, securities and other property in the Client's account(s) or elsewhere now or at any time in the future held by the Company for any purpose, including safekeeping, are subject to a

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security interest and general lien in the Company's favour to secure any indebtedness at any time owed by the Client, including any indebtedness resulting from any guarantee of a transaction of an account(s) of the Client or the Client's assumption of joint responsibility for any transaction of an account(s).

17.6 When determining the value of obligations to be netted under this clause 17, the Company may apply its usual spreads and include all costs and other charges.

17.7 The Client irrevocably grants the Company the right, to the extent permitted by applicable laws and regulations, to pledge, repledge, hypothecate, or invest any securities or other property held by the Company in the Client's account(s) or as collateral, either separately or together with the property of other clients. This right includes, without limitation, the ability to pledge such assets to any exchange, clearinghouse, or financial institution through which the Client's transactions are executed. The Client acknowledges and agrees that the Company may exercise these rights without prior notice, and the Company shall not be required to retain identical assets in its possession or control.

## **18. APPLICABLE AND GOVERNING LAW AND APPLICABLE REGULATIONS**

18.1 Notwithstanding any other provision of this Agreement, in providing Services to the Client, the Company shall be entitled, at its absolute discretion, to take any action it deems necessary to ensure compliance with relevant market rules, industry practices, and all other applicable laws and regulations. Such actions may include, but are not limited to, modifying, suspending, or rejecting transactions, imposing trading restrictions, or implementing risk mitigation measures as required to maintain regulatory compliance and market integrity.

18.2 The Company is authorized to disclose information relating to the Client, including but not limited to details of the Client's transactions and account, to the Financial Services Commission (FSC) and any other regulatory or governmental authorities as required by applicable laws and regulations.

18.3 The Company shall not be liable to the Client for any action taken by the Company or its agents in compliance with applicable laws, regulations, market rules, or regulatory directives. Any such actions shall be deemed necessary for regulatory adherence, risk management, or market integrity, and the Client acknowledges that the Company shall not bear any responsibility for any resulting loss, damage, or inconvenience.

18.4 In the event of any failure by the Company or its agents to comply with any applicable laws, regulations, or market rules, such failure shall not relieve the Client of any obligations under this Agreement, nor shall it be construed to create any rights in favour of the Client against the Company. The Client remains bound by all terms and conditions set forth herein, regardless of any such non-compliance by the Company or its agents.

18.5 In the event that any term of this Agreement is found to be inconsistent with a requirement set by a regulatory authority and/or applicable law, where such requirement was introduced after the execution of this Agreement, the Company shall update the terms and conditions of this Agreement to ensure compliance. Such changes shall take effect automatically and shall be deemed binding on the Client without the need for further consent. The Company shall endeavour to notify the Client of any material amendments in a timely manner.

18.6 As per AML/CFT Handbook 2020 and applicable Mauritius Regulations, the Company will keep Client records for at least five years after termination of the Client Agreement.

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18.7 Any reference in this Agreement to any law, statute, regulation, or enactment shall be deemed to include any amendments, modifications, re-enactments, thereof, as well as any regulations, rules, or orders issued under such law, statute, or enactment.

## 19. DISPUTE

19.1 This Agreement and each Transaction entered into with you is in all respects governed by, and construed in accordance with, the laws of the Republic of Mauritius.

19.2 If there is any dispute arises out of or in connection with the Agreement the Parties hereby agree to the following:

- i) The Parties shall attempt to resolve any disputes amicably in accordance with the Complaint Handling Procedures established by the Company.
- ii) If no settlement is reached, either Party may refer the dispute to arbitration in accordance with the applicable laws and regulations.

### 19.3 Arbitration:

- i) Any dispute that arises out of or in connection with this Agreement shall be finally settled by arbitration for it to be finally resolved under the Mauritius International Arbitration Centre rules (as amended), which are deemed to be incorporated by reference into this Agreement.
- ii) With respect to any proceedings, each Party irrevocably agrees that Mauritius International Arbitration Centre shall have exclusive jurisdiction to determine any proceedings and submits to the jurisdiction of Mauritius International Arbitration Centre and waives any objection which it may have at any time to the bringing of any proceedings in any other venue and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such arbitration centre does not have jurisdiction over such Party.
- iii) The number of arbitrators shall be two.
- iv) The seat, or legal place, of arbitration, shall be Mauritius.
- v) The language of the arbitration shall be English.

19.4 Each Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection or defense to the jurisdiction of the designated arbitral tribunal or court, including but not limited to claims of sovereign immunity, with respect to itself, its revenues, and its assets, irrespective of their use or intended use.

19.5 No action, lawsuit or other legal action arising from transactions under this Agreement may be initiated by the Client more than three (3) months after the date on which the cause of action first arose.

## 20. SEVERABILITY

20.1 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, illegal, or in contravention of any applicable law, regulation, or market rule, such provision shall be deemed to have been excluded from this Agreement from the outset. The remainder of the Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

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20.2 This Agreement shall be interpreted and enforced as if the unenforceable or illegal provision had never been included. The legality, validity, or enforceability of the remaining provisions shall not be affected or impaired in any way. Furthermore, the legality, validity, or enforceability of such provision under the laws or regulations of any other jurisdiction shall remain unaffected.

## 21. NON-EXERCISE OF RIGHTS

The Company's failure or delay in seeking redress for any breach of this Agreement, insisting upon strict compliance with any provision, or exercising any right or remedy to which it is entitled shall not be construed as a waiver thereof, nor shall it preclude the Company from enforcing such rights, remedies, or provisions at any time thereafter.

## 22. ASSIGNMENT OF RIGHTS

22.1 The Company may at any time transfer, assign or novate any of its rights, benefits or obligations under this Agreement subject to providing notification to the Client.

22.2 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without the prior written consent of the Company.

## 23. CURRENCY

23.1 The Company is entitled, without prior notice to the Client, to affect any currency conversions which it deems necessary or desirable in order to comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the company shall select, having regards to the prevailing rates.

23.2 The Client will bear all Foreign Currency exchange risk arising from any Transaction or the exercise by the Company of its rights under the Agreement or any law.

## 24. COMMISSIONS, CHARGES AND OTHER COSTS

24.1 The provision of services is contingent upon the payment of all applicable costs, fees, commissions, charges, and taxes (collectively referred to as the "Costs"). In addition to these, the Client may also be responsible for payments owed directly to third parties. The Client is required to settle all such commissions, charges, and any other applicable costs as specified.

24.2 When providing services to a Client, the Company may receive or pay fees, commissions, or other non-monetary benefits from or to third parties, as permitted under Applicable Regulations. Where required by law, the Company shall, upon the Client's request, provide details regarding such benefits.

24.3 Any taxes that the Company is required to pay on behalf of the Client will be specified in the Confirmations issued to the Client.

24.4 The Client may also be liable for other taxes that are not collected by the Company and the Client should seek independent expert advice if he is in any doubt as to whether he may incur any further tax liabilities. Tax laws are subject to change from time to time.

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24.5 The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value-added taxes), arising out of or in connection with any Transaction.

24.6 The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation, which may be required for the carrying out of the transactions under this Agreement.

24.7 The Company may vary its charges from time to time without any written notice or prior consent from the Client.

24.8 The Client shall pay the Company any amounts due in freely transferable, cleared, and same-day available funds, in the specified currency and to the designated accounts. Payments must be made without any offset, counterclaim, deduction, or withholding, ensuring full settlement of the Client's obligations to the Company.

24.9 The Client acknowledges and agrees that the Company has the absolute right to transfer and acquire any equity owned by the Client if such equity was generated through a credit facility provided by the Company to the Client.

## 25. PAYMENTS DEPOSITS AND WITHDRAWALS

### 25.1 PAYMENT GENERAL OBLIGATIONS

**25.1.1 Payment Methods-** The Client may deposit funds into the Trading Account at any time during the term of this Agreement, once the account has been verified. The Company provides various payment methods for deposits, including credit cards, bank transfers, or other methods accepted by the Company. Cash deposits or withdrawals are strictly prohibited.

**25.1.2 Third-Party Deposit Rejection-** The Company reserves the right, at its sole discretion, to reject any third-party deposits if the provided documentation is deemed insufficient or for any other reason deemed inappropriate by the Company.

**25.1.3 Third-Party Deposit Verification-** In the event of a third-party deposit, the Company reserves the right to request relevant documentation to identify and verify the third party. This may include, but is not limited to, proof of identity and any additional documents necessary to confirm proper authorization and compliance with the Company's policies.

**25.1.4 Documentation Submission for Accepted Deposit-** If a deposit is accepted prior to the submission of all required documentation, the Client must provide the outstanding documentation within a maximum of 10 working days. Failure to submit the required documentation within the specified time frame may result in the Company taking further action as described in Clause 25.5.

**25.1.5 Non-Compliance and Account Closure-** If the Client and/or the third party fails to comply with the required documentation submission within the specified time, the Company reserves the right to close all open positions, refund any remaining balance, and terminate the Client's account.

**25.1.6 Deposit Processing and Verification-** All deposits are subject to verification and may be processed automatically up to a certain amount, as determined by the Company from time to time. For fully verified

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accounts, first-time deposits may also be processed automatically; however, the Company reserves the right to request additional documentation to verify the ownership of the account, card, or wallet used if discrepancies arise during a manual post-processing review. Bank transfer processing may take between 1 to 7 business days, depending on the method and financial institution involved.

**25.1.7 Source of Funds Verification-** The Company reserves the right to request documentation from the Client at any time to verify the source of funds deposited into the Client's account. The Company may reject any deposit if it is not satisfied with the legality or legitimacy of the source of funds, in accordance with applicable regulations.

**25.1.8 Chargebacks and Related Costs-** The Client shall be responsible for any chargebacks, cancellation fees, returned direct debits, or similar costs incurred as a result of incorrect deposits. Any such costs or fees will be charged to the Client's account, and the Company reserves the right to take further action as necessary to recover the funds.

## 25.2 DEPOSITS

**25.2.1 Deposits via Debit or Credit Card / Bank Transfer-** Sky Links Capital Limited ("the Company") allows for the deposit of funds via debit or credit card, as well as through bank transfer. Transactions conducted via debit or credit cards are processed electronically in accordance with the Company's internal systems, while bank transfers are processed in accordance with the procedures and timeframes determined by the Company. All payment methods are subject to the Company's verification procedures, including but not limited to the validation of the Client's identity and the source of funds, in compliance with applicable regulations and the Company's internal policies.

**25.2.2 Documentation and Verification Requirements-** Upon receiving payment card details (debit or credit), or bank transfer information, the Company reserves the right to request additional documentation as mandated by applicable Anti-Money Laundering (AML) regulations. The Company requires the following details to be verified as accurate:

- a. The mailing address provided during account opening must match the billing address on the credit or debit card statement, and your full name must match the name on the credit or debit card statement.
- b. For bank transfers, the Company may require verification of the source of funds, including proof of identity and any other supporting documentation to confirm the legitimacy of the funds being transferred. This may include bank statements, proof of income, or other documents deemed necessary for compliance with AML regulations.

### 25.2.3 Anti-Fraud Measures and Compliance

The Company prioritizes the protection of its clients and implements various systems, controls, and tools to safeguard against credit card fraud, ensuring compliance with all relevant Anti-Money Laundering (AML) laws and regulations.

**25.2.4 Fraud Prevention and Actions in Case of Violation-** In the event that a violation or potential violation is identified through the Company's internal systems, or those of its Payment Service Providers, or if the Client or a Third Party fails to meet the required security and authentication checks, the Company reserves the right to take

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appropriate and immediate actions to prevent fraudulent activities and protect the Client's interests. These actions may include, but are not limited to:

- a. Conducting an investigation, performing further checks, and/or requesting additional documentation to verify the legitimacy of the credit or debit card details and ensure that the Client is the rightful owner or authorized user of the card.
- b. Delaying or suspending the processing of transactions while the investigation is ongoing.
- c. Cancelling fraudulent transactions immediately upon detection, refusing to process the associated credit card deposits, and refunding the net amount deposited back to the same payment method used.
- d. Blocking access to the Company's trading platform and facilities if fraudulent activity is detected.
- e. Seizing any profits or revenues generated directly or indirectly from the prohibited trading activity, and cancelling any open trades or accounts related to the fraudulent credit or debit card transactions.
- f. Denying further transactions if the Client exceeds set limits or fails to meet the security and authentication requirements.

**25.2.5 Additional Information and Documentation Requests-** Sky Links Capital Limited reserves the right to request additional documentation to verify the legitimacy of deposits and transactions, including, but not limited to, proof of identity, bank statements, and other relevant documents for bank transfers. If the Client fails to comply or if Sky Links Capital Limited has doubts regarding the legitimacy of the payment method or source of funds, the Company may return the funds to the origin using the same payment method. For bank transfers, funds will be returned to the originating bank account. If the funds have been used for trading, only the remaining balance will be refunded. Sky Links Capital Limited may also terminate the account in such cases.

#### **25.2.6 Deposit Limits and Restrictions**

Sky Links Capital Limited reserves the right, at its sole discretion, to impose any deposit limits or restrictions deemed necessary based on factors such as, but not limited to, the Client's account status, regulatory requirements, market conditions, or potential risks identified by the Company. These limits or restrictions may be adjusted periodically, and the Company is not obligated to provide prior notice to the Client regarding such changes. The Company may also refuse or reject deposits that exceed the imposed limits or that are deemed to be inconsistent with the Client's account activities or risk profile.

#### **25.2.7 Segregation of Funds**

Sky Links Capital Limited ensures that your funds are held in segregated bank accounts, maintaining them as your property. These accounts are clearly identified as client money, ensuring that neither the Company nor its creditors hold any claim, lien, or right of set-off or retention over such funds. While the Company may place funds in notice or term deposit accounts or other forms of investment, such placement does not impact your ability to access or withdraw funds from your account. Your funds remain fully accessible, subject to the Company's terms and conditions.

#### **25.2.8 Deposits via Bank Transfer**

Deposits may be made via bank transfer to the designated accounts of Sky Links Capital Limited. The Company will provide the Client with the necessary bank account details for the transfer. Bank transfer deposits are subject to verification and processing, which may vary depending on the transfer method and financial

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institution involved. The Company reserves the right to request documentation regarding the source of funds, including proof of identity, bank statements, or any other documents required for compliance with applicable regulations.

a. All bank transfers are subject to the Company's internal verification procedures. The Company may reject any transfer if it determines that the deposit originates from an unauthorized source or does not comply with applicable regulations.

b. Bank transfer processing may take between 1 to 7 business days, depending on the financial institution and the transfer method.

c. The Client is responsible for any bank fees or charges associated with the transfer. The Company is not liable for any delays or issues caused by the bank or financial institution involved.

d. If the transfer amount does not match the expected verified amount, the Company may refuse the deposit and return the funds to the Client's bank account.

**25.2.9 Bank Transfer Risk-** Bank transfers are subject to potential delays and risks, including, but not limited to, issues related to international transfers, third-party service provider delays, and verification discrepancies. The Client acknowledges that Sky Links Capital Limited is not responsible for any delays, losses, or additional costs incurred during the processing of bank transfers. The Company shall not be liable for any errors or failures in the transfer process caused by third-party financial institutions or service providers.

**25.2.10 Payment Service Provider Risk-** The Client acknowledges and agrees that the Company utilizes third-party Payment Service Providers (PSPs) for processing merchant payments, including payments made via debit and credit cards. In the event that a PSP experiences bankruptcy, insolvency, or any form of default, the Company shall not be held liable for any losses, delays, or disruptions resulting from such circumstances. The Client understands that, while the Company strives to ensure the reliability of its PSPs, the Company cannot be held responsible for the actions, financial stability, or failure of any PSP involved in processing payments. The Company conducts thorough due diligence with respect to Payment Service Providers (PSPs). However, despite these efforts, should any issues arise related to a PSP, the Company shall not be held responsible for any financial loss, inconvenience, or damages incurred by the Client as a result of the PSP's failure or related issues. The Company will make reasonable efforts to resolve such payment issues but shall not be liable for any consequences arising from the PSP's actions or failures.

### **25.3 WITHDRAWAL**

25.3.1 The Company shall process withdrawal requests from Clients upon receipt via the Trading Platform, utilizing methods and means deemed acceptable at its sole discretion. The Company reserves the right to amend or modify these methods as necessary.

25.3.2 All withdrawal requests will be subject to automatic evaluation and processing within the limits established by the Company, which may be subject to periodic revisions or adjustments, as deemed appropriate by the Company.

25.3.3 The Company reserves the right to impose a fee on withdrawals, the amount of which will be determined by the banks, financial institutions, or virtual asset service providers involved in the transaction. The Client acknowledges and agrees to bear such fees, where applicable.

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25.3.4 Withdrawal requests shall be processed either on the same day or, in cases where the request is submitted outside of regular trading hours, on the following business day, provided that all required information has been submitted in a complete and accurate manner. The Company is not responsible for any delays in the processing of the withdrawal request caused by external factors or institutions.

25.3.5 The Client acknowledges that the timeframes for the funds to be credited to the Client's designated bank account or crypto wallet will depend on the relevant financial institution or service provider's processing timelines. The Company shall not be held liable for any delays, errors, or failures in the transfer or crediting of the funds, whether caused by the Company or external parties.

25.3.6 Withdrawals will generally be processed using the same method as the initial deposit and to the same recipient unless the Company, at its sole discretion, determines an alternative method or recipient is required.

25.3.7 The Company reserves the right to refuse any withdrawal request made using a specific payment method and may propose an alternative withdrawal method to the Client. If the Company determines that the documentation provided by the Client is insufficient or incomplete, the Company may request additional information or supporting documents. Failure to provide the requested documentation or information in a timely manner may result in the reversal of the withdrawal request, with funds returned to the Client's trading account.

25.3.8 Clients may only withdraw profits via bank wire transfer or any other methods that may be available from time to time, provided that the Client submits the necessary bank details or other documentation to verify their identity and the ownership of the account.

25.3.9 In cases where a valid bank account was not used for the initial deposit, the Client must provide additional documentation to confirm ownership of the bank account from which the withdrawal is being requested. Withdrawal requests will not be processed until the Company has verified and approved the submitted documentation.

25.3.10 The Company reserves the right to refuse, cancel, or reverse any withdrawal requests or deposit transactions in the following circumstances, including but not limited to: a) Failure to provide requested documentation or information required for client verification or regulatory compliance purposes.

b) Suspicion that the documentation provided is false, fraudulent, or manipulated.

c) Involvement in any illegal, fraudulent, or abusive trading practices, including but not limited to money laundering, market manipulation, or any activities that contravene the Company's policies or applicable laws.

d) Discovery that a payment method (e.g., credit or debit card) used for the transaction has been reported as lost, stolen, or compromised.

e) The Company is unable to verify the original source of the funds or the identity of the remitter, or where the funds cannot be returned to the same payment source.

f) Compliance with applicable laws, regulations, and industry standards, including the Company's obligations under anti-money laundering (AML) and combating the financing of terrorism (CFT) regulations.

25.3.11 The Company shall not be held liable for any fees or charges imposed by the Client's financial institution, payment service providers, or any intermediary financial institutions involved in the transaction, including but not limited to receiving banks, credit card providers, or third-party service providers. Additionally, the Company

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shall not be liable for any adverse effects resulting from currency exchange rates or associated costs arising from international transactions.

25.3.12 In the event that the Company is unable to remit the funds to the Client via the original payment method, the Company reserves the right, at its sole discretion, to utilize an alternative payment method or to process the withdrawal in an alternative currency. The Company's decision regarding the method or currency of payment shall be final.

25.3.13 In the event that the Client receives funds by mistake or due to an error by the Company, the Client agrees to hold such funds in trust for the rightful owner. The Client shall not use the mistaken funds for any purpose and shall promptly notify the Company of the receipt of such funds. In the event that the Client uses or withdraws funds received in error, the Company will have a claim against the Client for the full amount of the funds, including any profit or gains derived from such funds.

25.3.14 In the case of a refund of funds originating from a third-party deposit, the Company shall refund only the remaining balance in the Client's account after all necessary checks have been completed and approved by the Company. The Company will not be liable for any amount exceeding the remaining balance in the account at the time of the refund request.

## 26. CLIENT MONEY

26.1 Unless otherwise agreed in writing with the Client and permitted under Applicable Regulations, the Company shall handle all funds held in the Client Account in compliance with the relevant regulatory requirements. This ensures that Client funds will be segregated from the Company's own funds and shall not be used for the Company's business operations. The Company shall promptly deposit any Client funds into a Segregated Client Account.

26.2 The Company shall not be obligated to account to the Client for any profits or interest earned on Client funds, except for any profits resulting from trading transactions conducted through the Client's Account(s) under this Agreement. The Client expressly waives any right to claim interest on such funds.

26.3 The Company may deposit Client funds in overnight deposits and shall be entitled to retain any interest earned on such deposits. The Company may hold Client money and the money of other clients in the same bank account (omnibus account).

26.4 The Company may deposit Client money with a third party who may have a security interest, lien, or right of set-off in relation to that money.

26.5 Client funds may be held on the Client's behalf with an intermediate broker, bank, market, settlement agent, clearinghouse, or OTC counterparty located in Mauritius and/or globally. The legal and regulatory framework governing such entities shall be subject to the applicable rules and laws of Mauritius and/or other relevant jurisdictions. In the event of bankruptcy, insolvency, or any other failure related to the management of Client funds by such entities, the Client's money shall be handled in accordance with the applicable regulatory and legal provisions governing such situations in Mauritius and/or the relevant jurisdiction.

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26.6 The Company will not be liable for such bankruptcy and/or insolvency and/or any other equivalent act and/or omission and/or failure of That person and/or acts or omissions of any other third party similar to the person referred in this clause.

26.7 Liquidity Provider and Payment service Provider and its Risk: The Company may transfer Client funds to third party i.e., Liquidity Providers, to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency, or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

26.9 The Company performs additional Know Your Liquidity Provider (KYLP) with reasonable care in order to understand the LP credibility and Audited Financial Statement in order to understand the financial capability and to mitigate the counterparty risk. Despite any circumstance event, arises from Liquidity provider the Company is not liable to clients for any resulting losses during the course of relationship.

26.10 The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. The Client acknowledges that in the case where a Company's Bank Account is frozen for any given period and for any given reason the Company assumes no responsibility, and Client's funds will also be frozen.

26.11 The Client agrees that if there is no activity in the Client Account for a period of at least six years, excluding any payments, receipts of charges, interest, or similar transactions, the Company may release any remaining Client funds from the Segregated Account. The Company shall have a general lien over all funds held by the Company, its Associates, or its nominees on behalf of the Client, until the Client's obligations are fully satisfied.

26.12 The Company shall conduct daily reconciliations of its records and Client Money against the records and accounts of funds held in Segregated Client Accounts. Any required transfers to or from the Segregated Client Account shall be executed by the close of business on the day the reconciliation is performed. The Company reserves the right, but not the obligation, to perform reconciliations and transfers more frequently if it deems such actions necessary to protect its own or the Client's interests.

26.13 Any profit or loss arising in the currency of the Client Account shall be credited or withdrawn to the Client Account upon the closure of the Transaction.

26.14 Funds credited to the Client's Account by the Company shall not accrue interest. By accepting this Agreement, the Client expressly waives any right to receive interest on funds held in the Company's bank accounts. The Client further consents that any interest earned on such funds may be retained by the Company to cover registration, general expenses, charges, fees, and interest related to the administration and maintenance of bank accounts.

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## 27. COMPLAINTS HANDLING PROCEDURES

Notwithstanding any other term in the Agreement, in case of any dispute or a complaint both Parties irrevocably accept to follow the procedures outlined in the Complaint Handling Procedures shown on the Website, as amended from time to time.

## 28. LANGUAGE AND WEBSITE

The official language of Sky Links Capital Limited is English, and the Client shall refer to the Company's Main Website for all information, disclosures, and updates regarding the Company and its activities. Any translations or information provided in languages other than English are for informational purposes only and shall have no legal effect.

The Company assumes no responsibility or liability for the accuracy, correctness, or reliability of such information. Only the English version of any document, agreement, or communication shall be considered authoritative and legally binding. In the event of any discrepancy between the English version and a translated version, the English version shall prevail.

## 29. ONLINE TRADING SYSTEMS, MOBILE TRADING SERVICE AND SAFETY

29.1 The Company, through its Online Trading System, grants account holder's access to one or more terminals and Online Trading Platforms via the Client's internet browser. This access enables the electronic transmission of orders, requests, and transactions for the Client's accounts held with the Company

29.2 **Mobile Trading Service** includes all software and communication links, or any of its functions, downloaded onto the Client's mobile device and the Client agrees to use the Mobile Trading Service solely for the purpose accessing an account(s) via the mobile device.

29.3 The Client is granted Access Codes to the Company's Online Trading System and/or Mobile Trading Service, enabling them to place orders for transactions via a compatible personal computer connected to the internet. The Company reserves the right to reset these Access Codes for security purposes if the Client's account(s) remains inactive for a specified period.

29.4 The Client shall not engage in or facilitate any action that may result in irregular or unauthorized access to, or use of, the Online Trading System and/or Mobile Trading Service. The Client acknowledges and understands that the Company reserves the right, at its sole discretion, to terminate or restrict access to the Online Trading System and/or Mobile Trading Service, in whole or in part, if it suspects that the Client has permitted such unauthorized use.

29.5 When using the Online Trading System and/or Mobile Trading Service, the Client shall not, whether by act or omission, engage in any activity that may compromise the integrity, security, or functionality of the Company's computer system or Online Trading System, or cause such system(s) to malfunction.

29.6 The Client is solely responsible for procuring and maintaining all necessary equipment required to access and utilize the Online Trading System and/or Mobile Trading Service.

29.7 The Client is permitted to store, display, analyze, modify, reformat, and print the information made available through the Company's website or Online Trading System. However, the Client is not permitted to

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publish, transmit, or reproduce this information, in whole or in part, in any format to any third party without the Company's express written consent. Additionally, the Client must not alter, obscure, or remove any copyright, trademark, or other proprietary notices provided in connection with such information.

The Client represents and warrants that they will use the Online Trading System and/or Mobile Trading Service in compliance with this Agreement, solely for the benefit of their Client Account and not on behalf of any other person. Furthermore, the Client shall not use, or allow any third party to use, any software, program, application, or other device—whether directly or indirectly—to access or obtain information through the Online Trading System or automate the process of accessing or retrieving such information.

29.8 The Client shall not, and shall not permit any third party to, copy, use, analyze, modify, decompile, disassemble, reverse engineer, translate, or convert any software provided in connection with the Online Trading System and/or Mobile Trading Service. Additionally, the Client shall not distribute, sublicense, or make the software, Online Trading System, or Mobile Trading Service available to any third party. The Client further agrees not to provide training to any third party on the use of the Online Trading System and/or Mobile Trading Service, nor to operate it as a third-party service provider or make it available for use by any third party.

29.9 The Client agrees to keep all Access Data confidential and not disclose it to any person, except for an individual expressly authorized to act on the Client's behalf in accordance with Clause 7. The Client shall not record or write down their Access Codes. If the Client receives a written notification containing Access Codes, they must immediately destroy the notification to maintain security.

29.10 The Client agrees to notify the Company immediately upon knowing or suspecting that their Access Data has been, or may have been, disclosed to any unauthorized person, or in the event of any loss, theft, or unauthorized use of their password or login credentials. Upon receiving such notification, the Company will take appropriate measures to prevent further use of the compromised Access Data and will issue replacement credentials. The Client will be unable to place any Orders until the replacement Access Data has been issued and activated.

29.11 The Client agrees to fully cooperate with any investigation conducted by the Company regarding the misuse or suspected misuse of their Access Data.

29.12 The Client accepts full responsibility for monitoring the activities of their account(s) and agrees to immediately notify the Company in writing, in accordance with the Client Agreement, upon becoming aware of any failure to receive accurate information regarding account balances, positions, transactions, transaction history, or any other related discrepancies.

29.13 The Client acknowledges that the Online Trading System and/or Mobile Trading Service may, from time to time and for any reason, become inoperative or otherwise unavailable. The Client agrees to have alternative arrangements in place for the transmission and execution of their orders/requests in the event that any circumstances prevent the transmission and execution of all or any portion of their orders/requests through the Online Trading System and/or Mobile Trading Service.

29.14 The Client acknowledges and accepts that the Company reserves the right to restrict access to its Electronic Systems whenever it deems necessary to ensure their smooth operation, protect its own interests, and safeguard the interests of other clients. The Client is permitted to access the Company's Electronic Systems

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and conduct transactions solely for their own internal business use, on a non-exclusive and non-transferable basis.

29.15 The Client agrees that they shall be fully liable for all Orders placed using their Access Data. Any such Orders received by the Company shall be deemed to have been received directly from the Client.

29.16 The Client acknowledges that the Company bears no responsibility for any unauthorized access by third parties to information, including electronic addresses, electronic communications, personal data, and Access Data, when such information is transmitted between the parties or any other party via the internet, network communication facilities, postal services, or any other electronic means.

### 30. ELECTRONIC SIGNATURE

The Client consents and agrees that the use of an electronic signature constitutes the Client's valid and legally binding signature. The Client acknowledges that such electronic signatures shall have the same legal effect as a handwritten signature and will be admissible as evidence in any legal proceedings in any jurisdiction.

The Client consents and agrees that an electronic signature shall not be denied legal effectiveness or admissibility as evidence in legal proceedings solely on the grounds that it is in electronic form, is not based on a qualified certificate, is not issued by an accredited certification service provider, or is not created using a secure signature creation device.

The Client agrees that no third-party verification is required for the enforceability of their electronic signature in any agreement between the Client and the Company. At the Company's sole discretion, documents signed and transmitted online may be accepted as original documents and shall be deemed to have the same binding effect as an original signature on a physical document.

The Client consents to receive information, agreements, and any other documents electronically. The Client acknowledges that electronically signed agreements shall be considered electronic contracts, freely entered into, and legally binding.

### 31. FORCE MAJEURE

31.1 Neither Party shall be in breach of the Contractual Documentation for failure to perform or delay in performing any or all of its obligations under the Contractual Documentation as a result of an event of force majeure ("Event of Force Majeure"). For the purposes of the Contractual Documentation, Event of Force Majeure shall include circumstances beyond a Party's reasonable control, including but not limited to fire, flood, epidemic, power failure, earthquake, elements of nature or acts of God, act of governmental body or military authority, wars, riots, civil disorders, labor disputes, blockades, embargoes, terrorist activities, civil insurrection, rebellions or revolutions or any other similar cause beyond the reasonable control of such Party, except to the extent that the non-performing Party is at fault in failing to prevent or causing such default or delay, and provided that such default or delay cannot, by commercially reasonable efforts of the non-performing Party, be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.

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31.2 Each of the Parties agrees that it shall immediately give written notice to the other Party if it becomes aware of any Event of Force Majeure, such notice shall contain details of the circumstances giving rise to the Event of Force Majeure and specify the period for which it is estimated that it will continue.

31.3 Immediately upon an Event of Force Majeure ceasing to have effect, the Party relying on it shall notify the other in writing and the operation of the Contractual Documentation shall continue.

31.4 If a breach of the Contractual Documentation is due to an Event of Force Majeure any continues for more than 12 (twelve) weeks, either Party shall be entitled to terminate this Agreement upon serving a written notice to the other.

31.5 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may without prior notice and at any time take any or all of the following steps:

- a. Increase Margin requirements without notice.
- b. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate.
- c. Suspend or modify the application of any or all terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.
- d. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.
- e. Increase Spreads.
- f. Decrease Leverage.
- g. Reject Client Orders.
- h. Suspend or bar access to the Company Online Trading System.
- i. Suspend or stop the provision of Services.

Except as expressly provided in this Agreement, the Company shall not be liable for, nor bear any responsibility for, any loss or damage arising from any failure, interruption, or delay in the performance of its obligations under this Agreement when such failure, interruption, or delay results from a Force Majeure event.

## 32. DEFAULT

32. 1 An "Event of Default" shall occur if at any time:

- a. you fail to deposit the required Initial Margin, Hedged Margin, or any other payments owed pursuant to the terms of this Agreement.
- b. you default in any other obligation or commit any breach of any other obligations under this Agreement (including any transaction governed by this Agreement), including but not limited to, any call for margin.
- c. If an application is filed against the Client under the Mauritius Bankruptcy Act or any equivalent legislation in another jurisdiction (in the case of an individual Client); or, if the Client is a partnership, against one or more of its partners; or, if the Client is a company, where a receiver, trustee, administrative receiver, or similar officer is appointed; or if the Client enters into an arrangement or composition with its creditors, or if any similar or equivalent insolvency procedure is initiated against the Client;
- i) Where any representation or warranty made by the Client in clause 36 is or becomes untrue.

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- ii) The Client is unable to pay the Client's debts when they fall due.
  - iii) The Client has behaved in an abusive or threatening manner towards the Company's staff.
  - iv) The Company has reasonable grounds to believe that the Client has changed their physical location without providing prior notification to the Company.
  - v) If the Client (in the case of an individual) passes away, is declared legally absent, or is deemed to be of unsound mind.
  - vi) The Company reasonably determines that the Client is no longer eligible to conduct activities in their account(s).
  - vii) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 32 (c).
  - viii) The Company, in its sole discretion, determines that the property deposited as collateral is insufficient to adequately secure the account(s), regardless of current market quotations.
  - ix) The Client fails to comply with or violates any provision of this Agreement.
  - x) An action specified in Clause 32(c) is mandated by a competent regulatory authority, governing body, or court.
  - xi) In the event of a material violation by the Client of the legal requirements of the Republic of Mauritius or any other applicable jurisdiction, with such materiality being determined in good faith by the Company.
  - xii) If the Company has reasonable grounds to suspect that the Client is involved in money laundering, terrorist financing, or other criminal activities.
  - xiii) If the Client engages in Scalping or Pip Hunting without adhering to the Company's internal policies and rules on Scalping, and such activities are not permitted on universal accounts at that time.
- d. If an Event of Default occurs, the Company may, at its absolute discretion, at any time and without prior written notice to the Client, their Business Introducer, agent, and/or representative, and without prior demand for margin, payment, or any other form of notice to the Client, take one or more of the following actions:
- i) Terminate this Agreement.
  - ii) Closeout all or any of the Client's Open Positions at current Quotes.
  - iii) Debit the Client Account(s) for the amounts which are due to the Company.
  - iv) Close any or all of the Client Accounts held with the Company.
  - v) Combine Client Accounts, consolidate the Balances in such Client Accounts, and to set off those Balances.
  - vi) Refuse to open new Client Accounts for the Client.
  - vii) Sell any or all of the Client's property held by the Company free from any right of redemption.
  - viii) Buy any securities, Financial Instruments or other property for the Client's account(s).
  - ix) Cancel any outstanding order/request(s) and commitments made by the Company for the Client.
- e. It is understood that any prior demand, call, or notice regarding the time and place of such sale or purchase shall not constitute a waiver of the Company's right to execute the sale or purchase without prior demand or notice, as provided herein.
- f. Sky Links Capital Limited, at its sole discretion, reserves the right to modify the leverage applied to the Client's account if, at the time of executing transactions, the Client has deliberately and/or systematically structured

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their trading strategy or exhibited behaviour aimed at exploiting margin usage to enhance potential returns. Such activity inherently increases the level of risk and the likelihood of loss, and as such, the Company may adjust the leverage to mitigate these risks.

g. Errors may occur in the prices of Financial Instruments quoted by Sky Links Capital Limited or its Service Providers due to specific market conditions or system malfunctions, including, but not limited to, errors in data feeds received from providers or counterparties, market illiquidity, or other unforeseen reasons. In such circumstances, and without prejudice to any rights Sky Links Capital Limited may have under the Applicable Regulations, the Client agrees that the Company shall not be bound by any contract that purports to have been executed (whether or not confirmed by the Company) at a price that:

- i) Sky Links Capital Limited can substantiate to the Client that the price was manifestly incorrect at the time of the transaction; or
- ii) Was, or ought to have reasonably been, known by the Client to be incorrect at the time of the transaction.

h. In the aforementioned cases, the Client acknowledges and agrees that Sky Links Capital Limited reserves the right to:

- i) Cancel the transaction entirely; or
- ii) Correct or modify the erroneous price at which the transaction was executed to the price at which Sky Links Capital Limited hedged the transaction, or to the fair market value of the price, as reasonably determined by Sky Links Capital Limited, in its sole discretion, at the time the error occurred.

### 33. TERMINATION

33.1 The Agreement shall remain in force from the Effective Date and shall continue for an indefinite period of time until each Party may terminate this Agreement with immediate effect by giving written notice to the other Party. Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/ withdrawal operations made thereunder.

33.2 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation):

- i) all outstanding fees, charges and commissions, and any other amounts payable to the Company.
- ii) any dealing expenses incurred by terminating the Agreement and charges incurred for Transferring the Client's investments to another investment firm.
- iii) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf.
- iv) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.
- v) any damages which arose during the arrangement or settlement of pending obligations.

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33.3 Upon termination of this Agreement, the Company reserves the right to retain the Client's funds as necessary to close any open positions and/or settle any outstanding obligations of the Client under the Agreement.

33.4 Upon termination of this Agreement, the Company reserves the right to consolidate all Client Accounts held by the Client, combine and offset their respective balances, and proceed with the closure of the Client Account.

33.5 Upon termination of this Agreement, the Company shall have the right, without prior notice to the Client, to revoke the Client's access to the Online Trading System, close the Client's Account, convert any currency, and suspend, freeze, or close any open positions or reject any pending orders.

33.6 Upon termination, if there is a balance in the Client's favor, Sky Links Capital Limited will, after withholding such amounts that the Company, in its absolute discretion, considers appropriate in respect of future liabilities, pay the balance to the Client as soon as reasonably practicable. The Company will also provide the Client with a statement showing how the balance was calculated and, where appropriate, instruct any Nominee and/or Custodian to pay any applicable amounts. Such funds will be delivered in accordance with the Client's instructions, but the Company reserves the right to refuse the transfer of funds to a third party.

#### **34. BUSINESS INTRODUCER/ THIRD-PARTY INTRODUCER**

34.1 In case the Client has been introduced to the Company by a third party (the 'Business Introducer'), the Client acknowledges that the Company bears no responsibility or liability for the actions, representations, or conduct of the Business Introducer or its associated persons. The Client shall enter into an Introductory Agreement, and the introduced company shall not be liable for any risks arising from third parties, including but not limited to those associated with Liquidity Providers and Payment Service Providers.

34.2 you agree to waive to indemnify and hold the Company harmless for any actions or omissions of the Business Introducer or its associated persons.

34.3 you acknowledge and confirm that the Company is not bound by any separate agreements entered into between the Client and the Business Introducer for any activity of client.

34.4 you acknowledge and confirm that the Company has the right to provide the Introducer with the information related to the transactions of the Client's account(s), as far as reasonably necessary to facilitate the Introducer.

34.5 you acknowledge and confirm that his agreement or relationship with the Business Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Business Introducer.

34.6 you acknowledge and confirm that the Business Introducer is authorized to have limited ('View Only') access to one or more terminals, including access via an internet browser, for the sole purpose of electronically monitoring the activities of the Client Account.

34.7 you acknowledge and consent to the Company providing the Business Introducer with information regarding the number of lots closed by the Client during a specific month or period, solely for the purpose of processing any commission rebates due to the Business Introducer, in accordance with the principle of treating customers fairly.

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St, Port Louis, Mauritius**

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34.8 you acknowledge that the Business Introducer is not a representative, agent, or employee of the Company and is not authorized to make any guarantees, promises, or commitments regarding the Company or its services.

34.9 you acknowledge that the Company bears no responsibility for any 'personal arrangement' between the Business Introducer, Client Acquisitor, Sales Representative, or any third party claiming to be associated with Sky Links Capital.

### 35. LIMITATIONS OF LIABILITY AND INDEMNITY

35.1 You acknowledge that (i) any market information or third party recommendations communicated to you by or through us or any affiliate, is not based on any assessment of your financial position or investment objectives and does not constitute advice or an offer to sell or the solicitation of an offer to buy any rolling spot foreign exchange contract, (ii) such information or recommendations, although based upon information obtained from sources believed by us to be reliable, may be based solely or partly on a third party's opinion and that such information may be incomplete and may be unverified, and (iii) we make no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or recommendations furnished to you. You acknowledge that we make no representations concerning the tax implications or treatment of transactions entered into by you.

35.2 The Company will not be held liable for any damage, expense or loss incurred by the Client in relation to, directly or indirectly arising from but not limited to:

- a) Any error or failure in the operation of the Company Online Trading System;
- b) Any inaccurate system or price data, including but not limited to delayed prices showing on the trading platform, due to system errors, external data feeds provided by third-party vendors and/or any other reasons;
- c) Any delay caused by the Client Terminal;
- d) Transactions made via the Client Terminal or Orders placed via the Client Terminal;
- e) Any failure by the Company to perform any of its obligations under this Agreement as a result of Force Majeure Event;
- f) The acts or omissions of any third party;
- g) Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
- h) All Orders given through and under the Client's Access Data;
- i) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- j) A delay transmitting any Order for Execution;
- k) The solvency, acts or omissions of any third party who holds Client money or Securities;
- l) If a risk mentioned in the Risk Disclosure materialises;
- m) The occurrence of Currency Risk;
- n) The occurrence of Slippage;

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- o) Any of the risks relating to trading materializes;
- p) Any changes in the rates of tax; q. Any actions or representations of the Introducer;
- r) The Client relying on Trailing Stop and/or Expert Adviser or similar automated or robotic trading systems;
- s) The Client relying in Stop Loss or Stop Limit Orders or similar;
- t) The solvency, act or omission of a third party, or nominee, or register, or bank, or depository or Authorized organization or custodian or payment service provider where the Company may hold Client money or Securities.

35.3 The Client agrees to indemnify and hold the Company harmless against any claims, damages, liabilities, costs, or expenses incurred by the Company in connection with or arising from the execution or performance of this Agreement, the provision of Services, or any Order. The Company shall bear no responsibility for such claims, damages, liabilities, costs, or expenses, except in cases of its fraud, wilful misconduct, or gross negligence.

35.4 The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to this Agreement. Nothing in this Agreement is intended to have the effect of excluding or limiting the Company's duties or liabilities to the Client under Applicable Regulations and the law.

35.6 Without limiting the generality of the foregoing, the Client agrees to reimburse the Company on demand for any costs of collection incurred by the Company in collecting any sums owing by the Client under this Agreement and any cost incurred by the Company, including legal action/proceedings, in defending against any claims asserted by the Client, including all attorney's fees, interest and expenses.

35.7 The Client acknowledges and agrees that any trading operations executed using additional functions of the Client Trading Terminal, including but not limited to Trailing Stop and Expert Advisor, are conducted entirely at the Client's own risk and responsibility. These functions operate independently within the Client's trading terminal and are not controlled or influenced by the Company. The Company shall bear no liability whatsoever for the performance, execution, malfunction, or any resulting financial or operational consequences arising from the use of such functions.

35.8 The Client acknowledges that placing a Stop Loss Order does not guarantee that losses will be limited to the intended amount. Market conditions, including but not limited to price gaps, volatility, and liquidity constraints, may prevent the execution of such an Order at the stipulated price. The Client accepts full responsibility for any resulting losses, and the Company bears no liability whatsoever for the execution, non-execution, or slippage of Stop Loss Orders.

35.9 We reserve the right to refuse, void or amend any transaction involving or deriving from a Manifest Error. Any amendment of such a transaction will reflect what we consider in our sole discretion, acting in good faith, to be the correct or fair details of such a transaction absent such Manifest Error. In particular but not limited to we are entitled to amend the price of an executed transaction. In the event of a Manifest Error, we may take into account all information in its possession including information concerning the expertise of your and the market conditions that prevailed at the time of such error. When making a determination as to whether a situation amounts to a Manifest Error, we will act fairly towards you and you must equally not gain any unfair advantage

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by such Manifest Error. The fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or trade in reliance on a transaction placed on your account is deemed irrelevant as a factor and shall not be taken into account by us in determining whether a situation amounts to a Manifest Error.

35.10 We shall have no obligation to contact you to advise upon appropriate action in light of changes in market conditions or otherwise. The foreign exchange market is highly speculative and volatile. Following execution of any transaction, you are solely responsible for making and maintaining contact with us for the purpose of monitoring the position and ensuring that any further instructions are given on a timely basis. We shall not be responsible for any loss caused directly, indirectly, actually or alleged as a result of any inability or failure by you to do so.

35.11 You agree to indemnify and hold us, our affiliates, our Service Providers, and any of our or their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees and costs, incurred by us in connection with the provision of our services to you provided that any such liabilities, losses, damages, costs and expenses have not arisen for our fraud, gross negligence or wilful misconduct.

35.12 If the Company has reasonable grounds to suspect that the Client is engaging in abusive trading practices, including but not limited to bad faith transactions aimed at exploiting incorrect quotes, arbitrage, price deviations related to corporate actions affecting a stock or equity index, sniping, scalping, pip-hunting, or any investment strategies that violate the principle of equality between parties by seeking technological or informational advantage, the Company reserves the right to take appropriate measures. Such measures may include, without limitation, the refusal to execute transactions, the annulment of trades, the adjustment of pricing and execution parameters, the restriction or termination of the Client's trading account, and any other actions deemed necessary to protect the integrity of the Company and its trading environment.

### 36. REPRESENTATIONS AND WARRANTIES

36.1 The Client represents and warrants to the Company that:

a) **Accuracy of Information:** The information provided by the Client to the Company in the Application Form and at any time thereafter is true, accurate, and complete, and the documents submitted by the Client are valid and authentic.

b) **Obligation to Update Information:** The Client shall promptly notify the Company of any changes or updates to the information provided as soon as such changes become known or should reasonably have been known to the Client.

c) **Understanding of the Agreement:** The Client has read, understood, and accepted the terms of this Agreement.

d) **Authority to Enter into Agreement:** The Client is duly authorized to enter into this Agreement, place Orders, Instructions, and Requests, and fulfil all obligations under this Agreement. The Client is acting as a principal and not as an agent, representative, trustee, or custodian on behalf of any third party, unless the Company has provided prior written consent and the Client has submitted all required documentation.

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St, Port Louis, Mauritius

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e) **Legal Capacity:** If the Client is a natural person, they confirm that they are at least 18 years old. If the Client is a legal entity, it confirms that it has full legal capacity to enter into this Agreement.

f) **Compliance with Laws and Regulations:** All actions performed under this Agreement shall comply with all applicable laws, regulations, and agreements binding on the Client, including those governing the Client's jurisdiction, assets, and financial activities. There are no restrictions, conditions, or regulatory restraints imposed by Central Banks, governmental, regulatory, or supervisory bodies that would prevent or inhibit the Client from entering into or performing obligations under this Agreement or any transaction arising from it.

g) **No Legal Proceedings:** The Client confirms that there are no pending legal proceedings before any court, arbitration tribunal, governmental body, agency, or regulatory authority that could question the legality, validity, or enforceability of this Agreement or any transactions under it. To the best of the Client's knowledge, no such legal proceedings are expected to arise that would materially affect their obligations under this Agreement.

h) **Source and Use of Funds:** The Client confirms that their funds are not derived from any illegal activity and will not be used for terrorist financing or any unlawful purpose. The Client's funds are free from any lien, charge, pledge, or encumbrance that could affect their ability to meet obligations under this Agreement.

i) **Document Authenticity:** The Client warrants that all documents submitted to the Company are valid and authentic. The Company may accept scanned copies of documents, subject to verification at its discretion.

j) **Politically Exposed Person (PEP) Status:** The Client has disclosed in the Application Form whether they are a Politically Exposed Person (PEP) and agrees to notify the Company immediately if they become a PEP at any stage during the term of this Agreement.

k) **Market and Instrument Restrictions:** There are no restrictions on the Client regarding the markets or financial instruments in which transactions may be executed based on their nationality or religion.

l) **Conflicts of Interest:** By accepting this Agreement, the Client acknowledges that conflicts of interest may arise where the Company's interests compete or appear to compete with those of the Client. The Client agrees that the Company shall take all reasonable measures to identify, disclose, and mitigate such conflicts, in accordance with Paragraph 36 of this Agreement.

### 37. CONFLICTS OF INTEREST

37.1 The Client acknowledges and agrees that the Company, its Associates, or other connected persons may have an interest, relationship, or arrangement that is material to any transactions executed under this Agreement or that may conflict with the Client's interests. The Company undertakes reasonable measures to identify, disclose, and manage such conflicts in accordance with its Conflicts of Interest Policy.

37.2 The Client understands that potential conflicts of interest may arise in various situations, including but not limited to when the Company acts as a principal and serves as the Client's counterparty, when dealing in financial instruments such as CFDs while holding long or short positions, or when matching the Client's transactions with those of another client while acting on behalf of both parties. Additionally, the Company may provide investment advice or other services to clients whose interests may compete or conflict with those of the

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Client. The Company, its Associates, and its employees may also take opposite positions to those of the Client or compete with the Client in acquiring similar financial instruments.

37.3 The Company, acting as a principal, may enter into offsetting financial instruments for its own account with other counterparties, which may result in price differences between those offered to the Client and those quoted to the Company by other counterparties. The Company is under no obligation to disclose such pricing details to the Client.

37.4 By entering into this Agreement, the Client consents that the Company shall not be liable for any failure to execute orders or requests and makes no representations, warranties, or guarantees regarding the priority of the Client's orders over those of other clients. The Client further agrees that the Company may deal with or for the Client in any manner it considers appropriate, notwithstanding any existing conflict of interest or material interest in a transaction, in accordance with the Company's Conflicts of Interest Policy.

37.5 The Company shall not deliberately favour any client over another but shall not be liable for any losses resulting from conflicts or competition between clients. The Company is required under applicable laws and regulations to take all reasonable steps to detect, disclose, and mitigate conflicts of interest, ensuring fair treatment of all clients.

### 38. CLIENT ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS AND CONSENT

38.1 The Client hereby expressly and unconditionally acknowledges, understands, and accepts the following risks associated with trading financial instruments, including but not limited to Contracts for Difference (CFDs), futures, and foreign exchange transactions:

a) **High-Risk Nature of CFDs:** Trading in CFDs is inherently speculative and may not be suitable for all individuals. The Client assumes full responsibility for any financial losses incurred, including the potential loss of their entire investment, as well as any additional commissions, fees, and other expenses. The Company shall not be held liable for any differences between the chart prices and the prices available for execution on the Client's account. Clients are advised to refer to the market watch and their account-specific pricing for accurate trading information.

b) **Leverage and Market Volatility:** CFDs are highly leveraged instruments, meaning that a relatively small market movement may result in proportionally larger fluctuations in the value of the Client's investment. While leverage can amplify profits, it can also lead to significant losses, potentially exceeding the initial investment. The Client acknowledges and accepts all implications of leveraged trading, including but not limited to contingent liabilities and margin requirements. The Client acknowledges and agrees that any Orders transmitted and processed in this manner will be subject to the same terms, conditions, and execution policies as Orders placed directly through the Online Trading System. The Company shall not be held liable for any delays, errors, or technical issues that may arise during the transmission or processing of such Orders.

c) **Futures Trading Risks:** Futures transactions carry a significant degree of risk due to their leveraged nature. The initial margin required is typically small relative to the total contract value, which can result in substantial gains or losses. In the event of adverse market movements or increased margin requirements, the Client may be obligated to provide additional funds at short notice to maintain open positions. Failure to meet margin calls

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St, Port Louis, Mauritius

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may result in the forced liquidation of positions at a loss. The Client acknowledges and agrees that market execution may result in the Order being filled at a price different from the requested price, and the Company shall not be held liable for any discrepancies or consequences arising from such execution.

d) **Foreign Exchange Risk:** Foreign exchange markets are highly volatile, and transactions in such markets involve a substantial risk of loss. The Client acknowledges that exposure to foreign exchange risk increases when transactions are conducted in a currency other than their base currency, as fluctuations in exchange rates may materially impact the value of their investments. The Client acknowledges that the prices displayed on the Company's platform reflect general market trends but may not correspond to the exact prices at which trades can be executed. Actual execution prices may differ depending on prevailing market conditions and liquidity at the time the trade is placed.

e) **Risks Associated with Online and Mobile Trading Services:** The Client acknowledges and accepts the inherent risks associated with trading through an electronic Online Trading System and/or Mobile Trading Service, including but not limited to:

i) **Service Availability and Access Limitations:** The Client understands that access to the Online Trading System and/or Mobile Trading Service, or any portion thereof, may be restricted or unavailable due to peak demand periods, extreme market volatility, system upgrades, maintenance, technical failures, or any other reason beyond the Company's control. The Company shall not be held liable for any losses, damages, or consequences arising from the execution of Orders as provided by the Client, including but not limited to errors, inaccuracies, or omissions in the Order's terms.

ii) **No Guarantee of Uninterrupted Service:** The Company and its service providers do not warrant that access to or use of the Online Trading System and/or Mobile Trading Service will be uninterrupted, error-free, or meet any specific performance or quality criteria.

iii) **No Warranties on Data Accuracy or Service Performance:** The Company, its directors, officers, employees, agents, contractors, affiliates, third-party vendors, facilities, data providers, licensors, exchanges, clearing organizations, or other service providers do not guarantee the timeliness, sequence, accuracy, completeness, reliability, or content of any data, information, service, or transaction available through the Online Trading System and/or Mobile Trading Service. The Company makes no warranty as to the results that may be obtained from the use of these services.

iv) **Limitation of Liability:** Under no circumstances, including negligence, shall the Company or any party involved in the development, production, operation, or management of the Online Trading System and/or Mobile Trading Service be liable for any direct, indirect, special, incidental, punitive, or consequential damages, including but not limited to loss of profits, business interruptions, delays, or trading losses arising from the use or inability to use the Online Trading System and/or Mobile Trading Service.

v) **Client's Risk and Responsibility:** The Client acknowledges full responsibility for any losses or damages resulting from reliance on the Online Trading System and/or Mobile Trading Service, including but not limited to inaccuracies, errors, delays, omissions, non-performance, or interruptions. The Client bears the risk of any financial loss arising from force majeure events or technical failures, whether within or beyond the control of the Company or its service providers.

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St, Port Louis, Mauritius

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vi) **No Liability for Execution Failures:** The Company shall not be liable for any loss of opportunities, increased costs, commissions, or other damages resulting from the Client's inability to execute transactions, receive transaction confirmations, access information, or complete orders through the Online Trading System and/or Mobile Trading Service.

vii) **No Mitigation of Liability:** The Client's liability under this Agreement shall not be limited or mitigated due to the Company's failure to provide training, training materials, updates, or prior notice of any changes to the trading terms and conditions.

viii) **Compliance with Local Laws:** The Online Trading System and/or Mobile Trading Service is not directed at or intended for use in any jurisdiction where such use would violate applicable laws or regulations. The Client is solely responsible for ensuring that their use of the Online Trading System and/or Mobile Trading Service complies with all relevant legal and regulatory requirements.

f) **Limitations on Ownership and Trading Risks:** The Client agrees, understands, and acknowledges that they shall not be entitled to receive delivery of, nor be required to deliver, the Underlying Asset, nor shall they obtain ownership or any other interest therein. No interest shall be payable on any funds held by the Company in the Client's account. When trading in Contracts for Difference (CFDs), the Client engages in transactions based on the price movement of an Underlying Asset, such as a currency, metal, or commodity. The Client understands that such trading does not take place on a Regulated Market but is conducted Over the Counter (OTC).

g) The Client consents to the provision of information made available by the Company on its official website.

h) The Client confirms that they have regular access to the internet and consents to receiving information from the Company, including but not limited to amendments to terms and conditions, costs, fees, agreements, policies, and information on the nature and risks of investments, via publication on the Company's website.

i) The Client acknowledges that the Company does not provide investment advice. Any market analysis, research reports, promotional materials, or other communications (collectively, "Market Information") provided by the Company are for informational purposes only and shall not be construed as financial, legal, tax, or investment advice. The Client assumes full responsibility for any decisions made based on such information and hereby indemnifies and holds the Company harmless from any claims, demands, losses, damages, or expenses incurred as a result of the Client's reliance on such information.

j) All transactions executed in the Client's account(s) and any fluctuations in the market prices of the Financial Instruments therein are solely at the Client's risk. The Client assumes full liability for all trades and positions undertaken. By entering into this Agreement, the Client warrants that they are financially capable and willing to sustain any potential losses.

k) The Company shall bear no liability to the Client for any loss of margin deposits arising, whether directly or indirectly, from the bankruptcy, insolvency, liquidation, receivership, custodianship, or assignment for the benefit of creditors of any bank, clearing broker, exchange, clearing organization, or any other similar entity.

l) Sky Links Capital Limited conducts thorough Know Your Liquidity Provider (KYLP) checks with reasonable care to evaluate the credibility and financial stability of the Liquidity Provider (LP), including reviewing their Audited Financial Statements to assess their financial capability and mitigate counterparty risk. Notwithstanding such due diligence, the Company expressly disclaims any liability for losses, damages, or costs incurred by the Client

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due to any events, actions, or failures on the part of the Liquidity Provider or any third-party payment service provider.

The Client acknowledges and agrees that Sky Links Capital Limited shall not be held responsible or liable for any resulting losses or damages arising from the actions, failures, insolvency, or other issues related to the Liquidity Provider or payment service provider during the course of the Client's relationship with the Company. The Company's liability is strictly limited to the extent set forth in the Agreement, and the Client assumes full responsibility for any risks associated with engaging in transactions involving third-party providers.

m) The Client shall bear full responsibility for any loss, claim, expense, or liability incurred by the Company as a result of following or attempting to follow any Order, whether such Order was placed by the Client or by a third party with access to the Client's account or Access Data. The Company shall not be held liable for any consequences arising from the execution of Orders it reasonably believes to be genuine. The Client acknowledges and agrees that any Orders transmitted and processed in this manner will be subject to the same terms, conditions, and execution policies as Orders placed directly through the Online Trading System. The Company shall not be held liable for any delays, errors, or technical issues that may arise during the transmission or processing of such Orders.

### 39. MARKET ABUSE

39.1 Sky Links Capital may hedge its liability to the Client by opening analogous positions with other institutions or in the Underlying Market. Consequently, when the Client opens or closes a Transaction related to a share or other financial instrument with Sky Links Capital, such Transactions may, through the Company's hedging activities, influence the Underlying Market and impact the Company's pricing. This creates the potential for market abuse, which this clause seeks to prevent.

39.2 The Client acknowledges and agrees to comply with all applicable laws and regulations governing market conduct and trading practices. The Client shall not engage in or facilitate any form of market abuse, including but not limited to:

- a) **Insider Trading** – Using non-public, material information to execute or influence trades.
- b) **Market Manipulation** – Engaging in transactions or practices that create a false or misleading impression of market activity, price movement, or liquidity.
- c) **Improper Trading Strategies** – Including, but not limited to, scalping, arbitrage, or transactions designed primarily to exploit technical inefficiencies, swap interest, or influence bid/offer prices.
- d) **Corporate Finance-Related Trading** – Trading in connection with mergers, acquisitions, takeovers, or any analogous corporate finance activity in which the Client has a direct or indirect interest.
- e) **Disruptive Trading** – Executing transactions with the intent to unfairly affect the market, interfere with Sky Links Capital's pricing, or compromise the integrity of the Underlying Market.
- f) **Spoofing and Quote Stuffing** – Submitting orders with no intention of execution to manipulate market conditions.
- g) **Wash Trades and Layering** – Entering transactions without genuine market risk or placing orders designed to deceive market participants.

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h) **Collusion and Coordinated Trading** – Acting in concert with others to manipulate prices or trading conditions.

39.3 The Client acknowledges and agrees that arbitrage strategies designed to exploit pricing inefficiencies, latency, or discrepancies between the Company's platform and other markets are strictly prohibited. The Company reserves the right, at its sole discretion, to take corrective action in cases where arbitrage trading is suspected. Such actions may include, but are not limited to, the cancellation or reversal of transactions, the adjustment of trade prices, the suspension or termination of the Client's account, and the withholding of profits derived from such activities. The Company shall not be liable for any losses incurred as a result of these measures.

39.4 Sky Links Capital reserves the right, at its sole discretion, to take appropriate action should it determine that the Client has engaged in or attempted any prohibited trading practices. Such actions may include, but are not limited to:

- i) Voiding, reversing, or cancelling affected Transactions.
- ii) Closing open positions and cancelling pending Orders.
- iii) Restricting or terminating the Client's account.
- iv) Reporting the Client's activity to relevant regulatory authorities.
- v) Impose additional measures, including increased monitoring of transactions.

39.5 The Client understands that violations of market abuse laws may result in criminal and civil penalties, regulatory sanctions, and financial liabilities. The Company shall not be liable for any consequences resulting from the Client's engagement in such activities. The Client is solely responsible for ensuring compliance with all applicable market conduct rules and regulations.

#### 40. Manifest Error

40.1 Sky Links Capital reserves the right to void or amend the terms of any Transaction that, in its reasonable discretion, contains or is based on an obvious or palpable error ("Manifest Error"), without requiring the Client's consent. A Transaction affected by a Manifest Error shall be referred to as a "Manifestly Erroneous Transaction."

40.2 Sky Links Capital reserves the right to void or amend the terms of any Transaction it reasonably determines to be affected by a Manifest Error. If such an error is identified, the Company may either declare the Transaction void from the outset or adjust its terms to reflect what it considers to have been a fair market price at the time of execution. In making this determination, the Company shall act reasonably and may take into account relevant factors, including the state of the Underlying Market at the time of the error, as well as any discrepancies, inaccuracies, or ambiguities in market data, third-party pricing sources, or other information upon which its quoted prices were based.

40.3 Sky Links Capital shall not be liable for any loss, cost, claim, demand, or expense arising from or connected to a Manifest Error or a Manifestly Erroneous Transaction, except in cases of fraud, wilful misconduct, or gross negligence. The Client acknowledges that any financial commitment made, or refrained from being made, in reliance on such a Transaction shall not be considered in determining the existence of a Manifest Error.

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#### 41 AMENDMENT

Unless otherwise specified in this Agreement, Sky Links Capital Limited reserves the right to amend the terms of this Agreement at any time, with prior notice to the Client. Should the Client not agree to any proposed amendment, the Client must terminate this Agreement and cease using the Services before the effective date of the amendment. Continuation of the use of the Services by the Client shall be deemed as acceptance of the amendment.

Sky Links Capital Limited further reserves the right to modify, at its sole discretion, the Costs, Margin Requirements, Product Specifications, and the range of Financial Instruments available on the website, including the addition or removal of instruments, in response to various factors, including but not limited to market conditions. These changes may be made at any time and without prior notice to the Client. The Client is responsible for reviewing any such amendments and changes before placing any Orders.

#### 42 CUSTOMER ACKNOWLEDGMENTS AND SIGNATURE

The Client hereby acknowledges and understands the CFD Client Agreement, as interpreted in the "Interpretation of Terms/Glossary" and consents to all of the terms and conditions set forth in this Agreement.

The Client further acknowledges that trading in Contracts for Difference (CFDs) involves a high degree of risk and is suitable only for individuals who are capable of assuming the risk of loss exceeding their margin deposits.

By clicking "Submit" on the online registration form, the Client confirms and agrees to the following:

- i) I have read, understood, acknowledged, and agreed to all of the Company's terms and conditions and this Agreement, as made available on the Website, and I accept the binding nature of the same.
- ii) I represent and warrant that engaging in trading with the Company does not violate any laws, regulations, or restrictions in my country of residence or jurisdiction.
- iii) I acknowledge and agree that my electronic signature, as provided through the online registration process, constitutes a legal and binding signature and has the same effect as a physical signature executed on paper, and I consent to its use as an official signature for all legal purposes under this Agreement.

The Client understands that by completing this action, they are entering into a legally binding contract with the Company, governed by the terms and conditions herein, and all applicable laws and regulations.

#### INTERPRETATION OF TERMS / GLOSSARY

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Sky Links Capital Limited is a Limited Company with Investment Dealer (Full Service Dealer excluding Underwriting) under License No. GB20025812 and is authorized and regulated by the **Financial Services Commission (FSC)** in Mauritius.

**Account Opening Procedure** means the online procedure followed by the Client in order to open a trading account with the Company.

**Access Codes** means the username (email address) and password chosen by the Client for accessing his/her personal dashboard and Trading Account(s) through the Company's electronic systems.

**Account Type** means the accounts available that the Company provides to the Client, which are the Standard Account, the Copy Trading Account, and/or the other Accounts.

**Agreement** shall mean this Client Agreement and any amendment related to this agreement from time to time.

This CFDs Client Agreement shall include, without limitation, the Complaint Handling Procedures, the Withdrawal & Refund Policy, Summary Order Execution Policy, Risk Warning, Conflict of Interest Policy, Privacy Notice, Website Terms and Conditions, Credit Card Disclaimer Policy, Cookies Policy, Website Terms and Conditions and any other document published on the Company's Website under the title 'Legal Documents', which shall all be incorporated by reference, as amended from time to time

**Applicable Regulations** shall mean the necessary rules and regulations as applicable under the laws of the Republic of Mauritius.

**Ask Price** means the price at which the Company is willing to sell a CFD.

**Balance means** the funds available in a trading account that may be used for trading financial instruments.

**Bid Price** means the price at which the Company is willing to buy a CFD.

**Business Day** means any day, other than Saturday or Sunday, or a public holiday in Mauritius or any other holiday to be announced by the Company on the Website.

**Buy** means a Transaction in FX or CFD that is opened by offering to buy a specific number of a certain Underlying Asset, also known as Long Position.

**Client** means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms.

**Client Agreement** shall mean the agreement entered into between a Client and the Company including these General Terms and Conditions, and any other policy posted on the Website under section Legal, as may be available by the Company from time to time.

**Client Categorization** shall mean the classification given by the Company to a Client based on the information provided by the Client, which is in line with the Applicable Regulations. Until now, the client classification is either a Retail Client, Professional Client or an Eligible Counterparty.

**Company Bank Account** shall mean any bank account maintained by the Company to receive funds from the Client. The Company Bank Account may be opened in a different jurisdiction from where the Company is regulated.

**Client Funds** means money deposited by the Client in his/her Trading Account, plus or minus any unrealized or realized profit or loss, plus or minus any amount that is due by the Client to the Company and vice versa.

**Collateral** means any securities or other assets deposited with the Company's Execution.

**Company** means Sky Links Capital Limited, incorporated in Mauritius with License No. GB24202837.

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**Corporate Action(s)** means any activity that results in material change to an organization and impacts its stakeholders. It includes, without limitation, dividends, rights issues, stock splits, reverse stock splits, mergers, acquisitions, spin-offs, liquidation, bankruptcy, bonus issues, buyback and other activities of similar import.

**Website** means www.skylinkscapital.com

**Closed Position** means the opposite of an Open Position.

**Close at Loss** shall mean an offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price.

**Close at Profit** shall mean offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price.

**Contract for Difference (CFD)** means any CFD on spot foreign exchange (FX), whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, shares, or any other CFD related financial instrument that is available for trading through the Company's trading platform(s); a full list of the financial instruments is available online at www.skylinkscapital.com.

**Common Reporting Standard (CRS)** shall mean an information standard for the automatic exchange of tax and financial information on a global level, which the Organization for Economic-operation and Development (OECD) developed in 2014. Its purpose is to combat tax evasion.

**Counterparties** shall mean banks and/or brokers through whom the Company may cover its transactions with Clients.

**Currency of the Client Account** shall mean the currency that the Client Account is denominated in, which may be in the Company's discretion from time-to-time Australian Dollar, British Pound, Canadian Dollar, Euro, Hong Kong Dollar, Japanese Yen, New Zealand Dollar, Singapore Dollar, Swiss Franc and US Dollar or any other currency as offered by the Company from time to time.

**Currency Pair** shall mean the object or Underlying Asset of an FX Contract based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

**Coupon Rate** shall mean the interest rate applicable to bond CFDs and are in line with the percentage of the bond's par amount invested.

**Derivative** shall mean a complex type of Financial Instrument such as CFDs, NDFs and Options (but not only) which are usually leveraged (but not always) and therefore carry a very high level of risk and is agreed between two or more parties. The derivative is a contract that derives its value from the performance of an underlying asset. Derivatives can be used for a number of purposes, including insuring against price movements (hedging), increasing exposure to price movements for speculation, or getting access to otherwise hard-to-trade assets or markets.

**Declared Price** means the price that the client requested for either instant execution or pending order.

**Difference** means the difference in price upon the opening of a transaction and the closing of such Transaction.

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**Durable Medium** means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored.

**Equity** shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$ .

**Execution** means the execution/completion of client's orders on the Company's trading platform, where the Company acts as the Execution Venue to Client's transactions.

**Execution Venue** the counterparty for transactions and holder of the Clients securities or other assets deposited.

**Eligible Counterparty** shall mean an entity that is authorized or regulated to operate in the financial markets, that is not given investment advice and belongs to categories as determined by the FSC Rules the.

**Error Quote (Spike)** refers to an erroneous quote that shows a sudden and significant price gap, quickly followed by a rebound with another price gap. It occurs without prior rapid price movements and is not influenced by major macroeconomic indicators or corporate reports before or after it appears.

**FATCA** means the United States federal law "Foreign Account Tax Compliance Act". FATCA regulations require tax authorities to obtain detailed account information for US taxpayers on an annual basis.

**FX Contract or FX** means the type of CFD where the Underlying Asset is a Currency Paid. Hence any mention to CFDs in general or risk warnings about CFDs in this Agreement also cover contracts. Although FX contracts are included in the definition of CFDs they may be mentioned separately in this Agreement and/or on the Website.

**Floating Profit/Loss** shall mean the unrealized profit/loss of open positions at current prices of the Underlying Assets.

**Free Margin** means the funds that are available for opening a position. It is calculated as  $\text{Free Margin} = \text{Equity} - \text{Margin}$ .

**Financial Instrument(s)** shall mean the Financial Instruments available for trading on the Platforms of the Company from time to time and includes Derivatives, Leveraged Derivatives, and Securities.

**FSC** shall mean the Financial Service Commission established under Securities Act 2005 which is the regulatory and supervisory Authority.

**Initial Margin** means the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

**Instruction** shall mean an instruction from the Client to the Company to open/close a position or to place/modify/delete an Order. "Instrument" shall mean CFD.

**Indicative Quote** shall mean a Quote at which the Company has the right not to accept any Instructions or execute any Orders.

**Leverage** shall mean a ratio in respect of Transaction Size and Initial Margin. 1 :400 ratio means that in order to open a position, the Initial Margin is four hundred times less than the Transactions Size.

**Long Position** shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency. "Lot" shall mean a unit measuring the transaction amount specified for each Underlying Asset in any CFD.

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**Lot Size** shall mean the number underlying assets in one Lot defined in the Contract Specifications.

**Leverage Derivative** shall mean the Over the Counter (OTC) Financial Instrument that carries leverage and is a Derivative. Such instruments are very risky as they trade on leverage (the higher the leverage the higher the risk). Leverage Derivatives include financial instruments such as CFDs and Options.

**Manifest Error** shall mean any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Underlying Assets or at manifestly incorrect market price quotes or prices at a clear loss.

**Margin** means the required funds available in a Trading Account for the purpose of opening and maintaining an Open Position.

**Margin Call** when the Margin posted in the margin account is below the minimum margin requirement, the Company's Execution Venue issues a Margin Call and in this case the Client will have to either increase the Margin that he/she has deposited or to close out his/her position(s). If the Client does not do any of the aforementioned, the Execution Venue shall have the right to close the positions of the Client.

**Margin Level** means the percentage of Equity to Margin ratio. It is calculated as:  $\text{Margin Level} = \frac{\text{Equity}}{\text{Necessary Margin}}$ .

**Market Order** means Orders which are executed at the best available market price.

**Market Rules** means the rules, regulations, customs and practices from time to time of an exchange, clearing house or other organization or market involved in the conclusion, execution settlement of a Contract any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it.

**MTF** means Multilateral Trading Facility.

**Open Position** means any long or short position that has not been closed.

**Orders** means any trading transactions executed on the Company's trading platform(s) by the Client.

**Over the counter (OTC)** means any Contract concerning a commodity, security, currency or other financial instrument or property which is not traded on a regulated stock or commodity exchange but "over the counter".

**Pip Hunting** shall mean the situation when the Client opens a position and closes the positions in a very short time (once there is a profit of one pip).

**Quote** shall mean the information of the current price for a specific underlying asset, in the form of the Bid and Ask prices. "Quote Currency" shall mean the second currency in the Currency Pair, which can be bought or sold by the Client for the Base Currency. "Quote Base" shall mean Quotes Flow information stored on the Server.

**Securities** refers to financial instruments as defined under the Mauritius Securities Act 2005, as amended. These include company stocks, stock futures, stock options, CFD trading on stock indices, commodity derivatives, and currency derivatives.

**Sell** mean an FX and CFD Transaction that is opened by offering to sell a specific number of a certain Underlying Asset.

**Services** means the services to be provided by the Company to the Client and are governed by these Terms and Conditions.

**Spread** means the difference between the Ask Price and the Bid Price of an Underlying Asset the same moment.

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**Spreads and Conditions Schedule** means the schedule of spreads, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by the Company on a current basis. The Spreads and Conditions Schedule is available on the Website and may be supplied to the Client on demand.

**Swap or Rollover** means the interest added or deducted for holding a position open overnight.

**Short Position** shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency. It is the opposite of a Long Position.

**Scalping** shall mean the situation where the Client opens too many positions at the same time and closes them for less than five minutes or buying at the Bid price and selling

**Terms** mean these Terms of business governing all the actions that relate to the execution of your trades.

**Trade Confirmation** means a notification from the Company's trading platform to the Client confirming the Client's entry into a Contract.

**Transaction** means the opening or closing of an offer to either buy or sell an FX and CFD for an Underlying Asset on the Trading Platform, whether by you or us.

**Trading Platform** means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet.

**Trading Account** means a personalized trading account that the Client holds with the Company, designated with a unique account number and used for the purposes of trading with the Company.

**Transaction** shall mean any contract or transaction in a CFD entered into or executed by the Client or on behalf of the Client under this Agreement.

**Underlying Asset** means the financial instrument (e.g., stock, futures, commodity, currency, index) on which a derivative's price is based.

**Underlying Market** shall mean the relevant market where the Underlying Asset of a CFD is traded.

**Unit Size** shall mean the number of Underlying Asset in one Unit in a Financial Instrument.

**Unit** shall mean, in relation to a Financial Instrument, a unit measuring the Transaction amount specified for each Underlying Asset traded in the WebApp trading platforms.

Any reference to any act, regulation, or law shall be deemed to include such act, regulation, or law as amended, modified, supplemented, consolidated, or re-enacted from time to time, together with all applicable guidance notes, directives, statutory instruments, or orders issued thereunder, as well as any statutory provision that replaces, re-enacts, or modifies such provision.

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