



# **BROKERAGE SERVICES TERMS OF SERVICE**

This Client Agreement (“Agreement”) is made and entered into by and between the Client and FXLive Capital Limited (“FXLive Capital”), a company duly incorporated under the laws of Saint Lucia, with registration number 2024-00428 and address at Ground Floor, The Sotheby Building, Rodney Bay, Gros-Islet, Saint Lucia.

This agreement constitutes a public offer to enter into a brokerage services agreement (the “Agreement”) and outlines the terms and conditions currently governing the provision of brokerage services by FXLIVE CAPITAL Ltd to its clients.

#### WHEREAS

1. The company maintains operational office addresses at Paseo De La Reforma, No.250, 9th Floor, Tower A, Col. Juárez, Mexico City, Mexico.
2. The Client's registered address shall be the one provided in the account opening electronic form, verified against the accepted Know Your Customer (KYC) documentation for proof of address.
3. In consideration of FXLive Capital agreeing to open and/or maintain one or more accounts for the Client and provide services related to the purchase and sale of over-the-counter margin-based trading contracts, the Client agrees to the following terms and conditions:

## 1. ACCEPTANCE

1.1. The Client of the Company is any legal entity or individual who has accepted the terms of this public offer (the Client). The acceptance of the terms of the public offer is made by the client by filling in the registration form for opening of the Trading account with the Company, and ticking the box I agree with the terms of the public offer and its annexes.

1.2. This Agreement shall only be considered accepted by FXLIVE CAPITAL and become a binding contract between the Client and FXLIVE CAPITAL upon the verification and approval of the Client's information by FXLIVE CAPITAL.

1.3. The subject of this Agreement is the provision to the Client of the services listed in clause 3 of this Agreement.

1.4. Terms and definitions that are found in the text of this Agreement has the next meaning:

“Account opening form” is an e-form used to collect essential information about a client who wishes to open an account with FXLIVE CAPITAL Ltd.

“Site” is the website of the Company FXLIVE CAPITAL Ltd.

“Personal Cabinet” means the individual space of the Client on the Company's Site, access to which is opened after the client's identification through the introduction of a unique login and password. Through the Personal Cabinet, the Client's Trading accounts are maintained, the register of transactions is maintained, and the Client's information support is maintained. “Trading account” is a unique personalized register of Trading transactions in the Trading Platform, which reflects, open positions, closed positions, non-trading operations (such as operations to deposit funds into the Trading account or withdraw funds from the Trading account).

“Trading platform” is a set of software and hardware that provides information on real-time trading in financial markets, conducts trading operations, records mutual obligations between the Client and the Company, and observes terms and conditions.

“Trading transaction” is a transaction for the purchase or sale of a Financial Instrument.

“Financial instrument” means the ability to trade on the difference between spot exchange rates of foreign exchange or another type of underlying asset, or another financial instrument of this kind.

## **2. TRADING**

### **2.1 AUTHORIZATION TO TRADE.**

Subject to the terms and conditions of this Agreement and acceptance of Client’s application to open an Account with FXLive Capital, client hereby authorizes FXLive Capital to maintain one or more Accounts in client’s name and engage in transactions for Client’s Account in accordance with oral, written or electronic instructions by client and its officers, partners, principals, employees or other agents (“Representatives”).

Client will bear the risk of all unauthorized instructions by its Representatives and will indemnify and hold FXLive Capital harmless from all claims, liabilities, losses, damages, fees, costs and expenses relating to or arising from FXLive Capital reliance on such instructions, including any improper, unauthorized or fraudulent instructions by the Representatives, except in cases of gross negligence or willful misconduct by FXLive Capital.

Unless expressly stated otherwise in writing, all transactions entered into between FXLive Capital and client shall be governed by the terms of this Agreement, as amended from time to time (including, without limitation, FXLive Capital Risk Disclosures and Trading Policies and Procedures).

### **2.2 ACCOUNT APPROVALS AND MAINTENANCE.**

FXLive Capital reserves the right to reject a client’s application or close a client’s account at its sole and absolute discretion, without prior notice to the client. FXLive Capital may request additional information, documentation, or materials from the client to verify details or investigate the client’s trading activities, in order to determine whether continued trading on the client’s account is appropriate.

The client acknowledges that FXLive Capital may, at any time and at its sole discretion, impose restrictions on trading, disbursements, or transfers. FXLive Capital also reserves the right to amend, revise, update, or modify this Agreement at any time, without prior consultation with the client. The most current version of the Agreement will be available on the FXLive Capital website; <https://www.fxlivecapital.com/terms-of-service>.

We reserve the right to limit or restrict access to all or certain parts of the Website and/or Services in specific jurisdictions. You acknowledge and agree that we are not liable if your country of residence or location becomes restricted or blocked. Restricted Territories include, but are not limited to, individuals residing in: Sudan, Syria, North Korea, Cuba, Iran, the United States, Canada, Japan, Pakistan, Libya and Somalia.

Client acknowledges and agrees that accounts that are opened/traded from restricted jurisdiction would be automatically closed by FXLive Capital when FXLive Capital discovers during FXLive Capital client assessment period on trading activity jurisdiction check and such account(s) would only be reinstated when Client can show proof of new jurisdiction in a non-restricted territory by providing proof of address not less than one month old.

Client also acknowledges and agrees that accounts are segregated in the FXLive Capital books and records only, and Client’s funds are not FDIC-insured and are deposited with a liquidity provider selected by FXLive Capital in its sole discretion.

### 3. COMPANY SERVICES

3.1. The Company provides the following services to the Client:

3.1.1. Conducting conversion-arbitrage Trading transactions without direct delivery of the underlying asset, using Financial Instruments. Each Financial Instrument with which the Client commits a Trading Transaction shall be deemed settlement. Settlements on Trade transactions between the Company and the Client do not imply the physical delivery of the currency or asset declared in the Financial Instrument (contract).

3.1.2. Client Account Creation and Maintenance

The creation and maintenance of the Client's account involve the following actions:

I. Account Setup:

- Establishing a personal cabinet for the Client
- Assigning unique access codes to the Client to ensure clear separation of the Client's funds from those of the Company and other clients.
- Guaranteeing the confidentiality and security of the access codes.

II. Fund Management:

- The Company's consent to accept funds into its account for conducting transactions with Financial Instruments on behalf of the Client.
- Opening trading accounts for the Client.
- Processing deposits and withdrawals of the Client's funds to and from the trading account in accordance with the Client's instructions and the Company's current policies.
- Applying relevant commission payments, bank interest, charges, and write-offs to the trading account, as per the Company's trading terms.

III. Support and Services:

- Providing informational and technical support to the Client.
- Collecting and processing the Client's data, including conducting identification and verification procedures.
- Supplying specialized software for transmitting analytical signals.
- Offering software for executing trading operations and analyzing market trends via the Internet.

IV. Trading Activities:

- Acting as an intermediary to execute the Client's trading orders for the purchase or sale of Financial Instruments, where possible.
- Managing the accounting, recording, and execution of the Client's instructions through third parties or at the Company's expense.

3.2. The Company provides services to the Client exclusively through the Internet. Other means of communication can be used if the Company deems it necessary. The Company is not responsible for the inability to provide services in the event of problems relating to connections with the Internet.

3.3. The Company provides to the Client an access to its trading history for any period of time. Access to the trading history is carried out by the Client independently, through the trading platform.

3.4. The Company, including its employees, representative offices, and branches, does not offer advice on legal, tax, or accounting matters, nor does it provide guidance on the suitability or profitability of any transaction, including trading transaction. Regarding the Client's trading operations, the Company's role is limited to facilitating the transmission of the Client's trading orders. The Company does not provide trust management services or make any recommendations.

## **4. FINANCIAL OPERATIONS**

4.1. The Company publishes the size of all current commissions and costs, based on the financial instruments selected by the Client, within the Personal Cabinet.

4.2. The Company reserves the right to adjust commissions, spreads, swaps, and other costs without prior written notification to the Client.

4.3. The Company provides information service to ensure access to current market prices for traded financial instruments.

4.4. The Client acknowledges and agrees that certain service packages may utilize different liquidity providers and their products. If the liquidity provider changes, subsequent trading operations may reflect different quotes compared to those originally provided by the primary liquidity provider. All positions opened before such changes will remain subject to the terms under which they were originally executed.

4.5. Each Client's order to buy or sell a financial instrument is not matched by an equivalent operation in any market. The Company calculates profits or losses on a netting basis by offsetting mutual claims and liabilities across all client transactions. If necessary, the Company may transfer any uncompensated position to a third-party principal.

4.6. The Company accepts Client payments in national currencies, converting them to the U.S. dollar equivalent through banks and payment systems. The conversion is performed under the terms of the Client's selected financial instruments, as outlined in the Personal Cabinet. The applicable conversion rates are published in the Personal Cabinet or on the Company's website.

4.7. Withdrawals of Client funds are performed based on the market rate of the Client's national currency converted to its U.S. dollar equivalent. The conversion rate aligns with the official rate set by the National Bank of the Client's country on the date of the first payment. However, the rate used will not exceed the official exchange rate of the national currency set by the National Bank on that date.

## **5. RIGHTS AND OBLIGATIONS OF THE CLIENT**

5.1. The Client is entitled to receive the services described in this Agreement in their entirety.

5.2. The Client may request a withdrawal of funds within their available balance at any time. Withdrawals will be processed according to the terms and conditions of this Agreement.

5.3. Client agrees that he/she is required to engage in active trading on their Account before being eligible for withdrawals.

5.4. Failure to meet the minimum trading activity requirement may result in the suspension of withdrawal privileges.

5.5. The Client may change their registration password an unlimited number of times to maintain the required level of confidentiality.

5.6. The Client must provide accurate personal information during account registration and Agreement execution and submit required documents in compliance with the Company's policies.

5.7. The Company reserves the right to close all or part of the Client's open positions if the Client's fund level (the ratio of deposit to current loss and collateral for open positions) falls to or below the stop-out level defined by the Company. This stop-out level is published on the Company's website.

5.8. The Company may refuse service in cases of Client non-compliance with obligations or Company rules. It may also act to prevent malicious activities, claim compensation for justified costs or losses, or refuse service without explanation. In such cases, the right to compensation is voided.

5.9 The Client acknowledges access to the Company's Confidential Information and relationships due to trading activities. To protect the Company's interests:

The Client shall not misuse Company information, solicit business from other Clients, or encourage them to reduce their engagement with the Company.

The Client must not hire or solicit Company employees during the Agreement term or within 12 months after its termination.

5.10. To comply with anti-money laundering, anti-terrorism, fraud prevention, and other regulatory requirements, the Company may request additional information or documentation for suspicious activities. During investigations, the Company may suspend Client instructions or refuse to fulfill Agreement terms.

5.11. No article of this Agreement cannot be a basis for civil liability for the Company based on any alleged failure to perform obligations under this Agreement.

5.12. The Company reserves the right to block the Client's Personal Cabinet or trading accounts under the following conditions:

If the Client's provided information is deemed false.

If the Client attempts unauthorized access to the company's IT systems or obtains insider information.

5.13. The Client must only send emails from the address provided at registration.

5.14. The Client acknowledges and agrees that the Company is not obligated to pay interest or guarantee payments corresponding to the level of inflation on the cash balance of the Client regardless of the time spent of funds in the accounts of the Client.

5.15. The Company will not process payment orders from the Client's account to third parties unless explicitly agreed upon in a supplementary agreement where nexus will be proofed between client and third party.

5.16. Withdrawals from the Client's trading account must follow the Company's specified methods and procedures. The Company reserves the right to amend withdrawal processes based on current needs or circumstances without prior Client approval.

5.17. The Client is allowed to register only one Personal Cabinet. Any additional cabinets will be blocked, and the Client will be notified.

5.18. The client understands that Algorithmic High-Frequency Trading (HFT) and Arbitrage activities are prohibited. If such activities are detected, the trading account will be disabled, and the Client will

not be only be allowed to withdraw their initial deposit nor profit.

## **6. CHARGES, DEPOSITS AND WITHDRAWAL**

6.1 The client agrees to pay all applicable charges associated with the services provided by FXLive Capital, including but not limited to mark-ups, markdowns, statement fees, idle account fees, order cancellation fees, account transfer fees, introducing broker fees, and Money Manager fees, as well as any other relevant charges. FXLive Capital reserves the right to modify these charges at its sole discretion without prior notice.

All such charges are payable by the client as they are incurred or as determined by FXLive Capital at its sole discretion. The client hereby authorizes FXLive Capital to deduct any such charges directly from the client's Account(s).

### **6.2 Deposit and withdrawal**

I. clients must engage in active trading after depositing funds into their FXLive Capital trading account to become eligible for withdrawals. Deposited funds must be used for trading purposes.

II. FXLive Capital reserves the right to impose account restrictions, revoke withdrawal rights, or close accounts if suspicious activity is detected. Such actions may also result in the confiscation of funds.

III. FXLive Capital does not accept or disburse funds in cash or cash equivalents.

IV. All transactions between clients and FXLive Capital must be conducted through wire transfers, Automatic Clearing House (ACH), or other methods approved by FXLive Capital. These methods must enable verification of both the sending and receiving parties' identities, as deemed appropriate by FXLive Capital.

V. Deposit and withdrawal transactions are permitted only between the client's FXLive Capital account and another account held in the client's name or for which the client can clearly demonstrate ownership.

VI. To prevent money laundering, fraud, and unauthorized activities, FXLive Capital may limit withdrawal options. Withdrawals must be made to the same bank account or credit/debit card used for the initial deposit, in compliance with AML regulations.

VII. clients can request partial or complete fund withdrawals by submitting a "Withdrawal Request" in their FXLive Capital portal. Withdrawals are typically processed within 2-3 business days.

VIII. FXLive Capital reserves the right to decline withdrawal requests from clients who fail to comply with the above terms and/or clients may be required to provide additional information and documents before withdrawal requests are approved.

### **6.1 TRADING OVER SYNTHETIC ASSETS- PROFIT LIMITATION**

The Client acknowledges and agrees that any profits generated through trading synthetic assets on the Company's platform are subject to a maximum profit limitation policy. Notwithstanding the actual percentage of profit generated during a given month, the Company guarantees a maximum distribution of 10% of the monthly profit to the Client's account.

The remaining profit percentage shall be waived by the Client and retained by the Company to ensure business sustainability and the long-term viability of the trading platform. The Client expressly agrees to forgo any claims to profits exceeding the guaranteed 10% monthly distribution.

This clause forms an integral part of the Company's commitment to providing stable and secure trading services while maintaining the operational and financial health of the business. By engaging in trading synthetic assets, the Client affirms their understanding and acceptance of this policy.

## **7. DURATION AND TERMINATION OF AGREEMENT**

7.1. This Agreement becomes effective once the Client completes the registration form for opening a Trading Account and selects the checkbox indicating acceptance of the "terms of the public offer and its annexes." The Agreement remains valid indefinitely unless terminated by either Party in accordance with its terms.

7.2. Either Party may terminate this Agreement unilaterally based on the circumstances and conditions as outlined in this agreement.

7.3. The Company reserves the right to terminate this Agreement immediately in the event of a gross violation of its terms by the Client. Notification of such termination may not be provided to the Client.

7.4. If the Client's trading account contains funds at the time of termination, the withdrawal of such funds will be processed in accordance with the terms outlined in this Agreement.

7.5. If any provision or part of a provision within this Agreement is deemed unenforceable by a court of competent jurisdiction, that provision will be treated as severable, and the remainder of the Agreement will remain legally valid and enforceable.

7.6. The Company reserves the right to block the Client's account during investigations or to terminate this Agreement unilaterally without disclosing reasons, if the security team identifies any of the following:

- Fraudulent activity
- General breach of this Agreement
- Use of trading methods that pose a direct or indirect threat to the Company's operations, including technical or economic risks or excessive server load

## **8. LIABILITY OF THE PARTIES**

8.1. The Client assumes all risks associated with unauthorized instructions issued by him/her or its representatives and agrees to indemnify and hold the company harmless from any claims, liabilities, losses, damages, fees, costs, or expenses arising from the company's reliance on such instructions, including those that are improper, unauthorized, or fraudulent.

8.2. The Company shall be liable solely for actual damages incurred by the Client as a direct result of the Company's failure to fulfill its obligations under this Agreement. However, the Company shall not be responsible for any loss of anticipated profits or benefits. In all other circumstances, any losses incurred by the Client shall be deemed to result from the Client's own actions or inactions.

8.3. In the event of encountering non-market quotations, incorrect data displayed in the Client's account, account history, or open positions, either party shall notify the other party via email or through a message on its website. Transactions affected by such errors, including any resulting profits or losses, are subject to cancellation or adjustment to align with market conditions.

8.4. The Client shall be liable to the Company for any losses incurred due to the Client's actions or omissions, including damages arising from the failure to provide, or the delayed submission of, any documents required under this Agreement and applicable regulations. Additionally, the Client shall be



responsible for any damages caused to the Company as a result of misrepresentations contained in the documents provided by the Client to the Company.

8.5. The Company shall not be held liable for any losses incurred by the Client if such losses result from hacker attacks, failures in computer networks, electrical power systems, or telecommunication systems directly involved in executing foreign exchange transactions or other Company operations, provided these incidents occur without any fault or negligence on the part of the Company.

8.6. The Company shall not be held liable for the authorized use of the Client's identification data by third parties.

8.7. The Company shall not be liable for the outcomes of conversion or arbitrage transactions undertaken by the Client based on analytical materials provided by the Company. The Client acknowledges that foreign exchange and arbitrage transactions carry inherent risks, including the possibility of not achieving the expected income and the potential loss of part or all of the invested funds.

8.8. This Agreement does not include provisions that exclude or limit obligations to the Client which the Company is not permitted to exclude or limit under the laws of the Company's country of registration. In the event of any conflict between this Agreement and the Client's legal rights, the laws of the Company's country of registration shall take precedence. The Company assumes no additional obligations or fiduciary duties beyond those explicitly stated in this Agreement.

8.9. The source code, structure, algorithms, and architectural design of the software are protected by copyright, trade secret laws, intellectual property rights, trademarks, and patents. The Client is prohibited from engaging in any actions intended for indirect use of the Company's services in a manner inconsistent with the purposes of this Agreement (referred to as "unauthorized use"), including but not limited to:

Exploiting software errors for personal or financial gain;

Copying, distributing, publishing, decompiling, reverse engineering, disassembling, modifying, or attempting to access the source code to create derivative works or otherwise misappropriate the Company's proprietary software;

Selling, assigning, sublicensing, transferring, distributing, or providing temporary access to the software;

Allowing any third party to access the Company's software through a computer network or other means;

Exporting the software to any country (via physical or electronic means) without prior written authorization from the Company;

Using the software in a manner that violates this Agreement or applicable laws and regulations.

Any breach of these restrictions may result in legal action and termination of the Client's access to the Company's services.

8.10. The Client is solely liable and responsible for the payment of all taxes, whether domestic or international, arising from or related to the execution of this Agreement, in compliance with applicable laws and prevailing tax practices, including any future amendments thereto.

## **9. PROCEDURE FOR CONSIDERATION OF CLAIMS AND DISPUTES**

9.1. Any disputes or disagreements between the Parties regarding the conclusion and settlement of transactions involving Financial Instruments, or any other actions outlined in this Agreement, shall first be addressed through negotiations. If an agreement cannot be reached, the matter will be resolved through legal means, subject to the claim's procedure specified below.

9.2. Claims must be submitted in writing to the Company's official email address or via the messaging system in the Personal Cabinet. Claims submitted by other means (such as phone, fax, etc.) will not be considered. The conditions for submitting a claim are outlined according to the claim's procedure as highlighted in the clauses 9.3. – 9.6. below.

9.3. A claim must include the following information: the Client's full name, trading account number, the date and time of the incident (based on the system time of the trading terminal), ticket numbers for all disputed positions and/or pending orders, and a detailed description of the dispute with appropriate justification.

9.4 The claim **MUST NOT** contain:

Offensive language  
Uncontrolled vocabulary.

9.5. Claims will be accepted for review by the Company within 5 (five) business from the moment the Client becomes aware, or should have become aware, of the dispute. A delay in submitting the claim may result in its rejection. The total period for reviewing a claim will not exceed 5 (five) business days from the receipt of the last required document.

9.6. The Company reserves the right to suspend all or part of the Client's account operations who has filed a claim, pending resolution of the dispute or until an interim agreement is reached between the parties.

## **10. CLIENT'S REPRESENTATIONS AND WARRANTIES**

By entering into this Agreement, the Client guarantees the following:

10.1. The Client acknowledges that the Company does not have knowledge of the procedures or any potential restrictions that may apply to the Client when carrying out activities related to this Agreement.

10.2. The Client is responsible for ensuring compliance with the laws and regulations of their country of residence when engaging in the activities outlined in this Agreement. The rights of the Company under this Agreement are in addition to any rights provided by the legislation of the Company's country of incorporation.

10.3. The Client has thoroughly reviewed the contents of this Agreement. The Client is aware that if they disagree with any provision(s) of the Agreement, they may decline the Company's services only prior to accepting (acceptance) the terms of the Agreement, i.e., before entering into the Agreement. Once the Agreement is concluded, the Client is deemed to have accepted all of its terms.

10.4. The Client is fully informed, aware, and agrees that trading financial instruments carries significant risks. The Client acknowledges that they may lose all or part of the funds deposited in their

trading account for an indefinite period. As such, the Client is responsible for independently managing the risk (losses) in their trading account.

10.5. The Client guarantees that they have the legal capacity and authority to enter into this Agreement, and that they are not under any influence such as; alcohol, drugs, or any form of coercion, deception, or threat.

10.6. The Client is aware that, in order to manage potential losses, they should frequently monitor the status of their trading account, at least once daily, utilize “stop loss” orders (which close losing positions when the market reaches a specified price), automatically limit losses for each individual trade, and regularly change the password to their trading account.

10.7. The Client is notified that placing stop-loss orders may not necessarily limit their losses to the expected amount, particularly if unfavorable market conditions prevail, such as price gaps after trading hours, defaults, or other disruptions.

10.8. The Client understands and acknowledges that in the event of significant price movements (including price gaps), it may not always be possible to execute a trade at the desired price, especially during global crises, terrorist attacks, defaults, or other events that significantly impact the market.

10.9. The Client understands that trading financial instruments online is a technologically sophisticated service. The Company is not responsible for any disruptions caused by power outages, communication line failures, equipment malfunctions, disconnections from quote feeds, or other technological risks.

10.10. The Client is responsible for verifying the legality of the activities under this Agreement, and for determining whether any licenses or permits are required according to the laws of their country of residence.

10.11. The Client acknowledges that this section of the Agreement does not fully encompass all the risks associated with trading financial instruments. As such, the Client is encouraged to research and understand the risks involved before engaging in trading activities.

10.12. The Client is aware that margin trading is a high-risk activity and could result in the loss of part or all of the funds in the account. Therefore, the Client should refrain from using funds essential for their basic financial wellbeing for trading purposes. The Client should not engage in trading if they do not fully understand the fundamentals of margin trading or how to use the trading software for executing and monitoring transactions. A more detailed description of the risks is provided in the “Risk Disclosure,” which forms an integral part of this Agreement. The Client confirms that they have read and understood the risks outlined in this document.

## **11. AMENDMENTS**

11.1. The Company reserves the right to unilaterally amend or supplement this Agreement, including its annexes. Such changes shall take effect upon the publication of the updated Agreement on the Company’s official website.

11.2. The Client is responsible for staying informed about amendments or updates to this Agreement by visiting the Company’s website at least once a week, either personally or through an authorized representative.

11.3. Any amendments or additions to this Agreement, once in effect, shall apply equally to all Clients, including those who entered into the Agreement prior to the effective date of the changes. If the Client disagrees with the modifications, they may submit a written request to terminate the Agreement

within three (3) days of the amendments' effective date.

## **12. GOVERNING LAW AND JURISDICTION**

12.1. This Agreement is governed by the laws of the Company's jurisdiction, without regard to conflict of law principles. All actions of the Company, including the provision of services under this Agreement, are deemed to take place within the Company's jurisdiction.

12.2. The location where services are deemed provided is the place where the final actions required to deliver the service occur.

12.3. The Client irrevocably:

- Agrees that the courts within the Company's jurisdiction hold exclusive authority over any legal actions or proceedings related to this Agreement;
- Submits to the jurisdiction of these courts;
- Waives any claims asserting that such jurisdiction is inconvenient or lacks legal force over the Client.

12.4. To the fullest extent permitted by applicable law, the Client waives any claim to immunity, whether based on sovereignty or other grounds, for themselves, their income, or their assets. This waiver applies to actions including court proceedings, asset seizure (before or after judgment), or enforcement of any judgment against the Client's income or assets.

12.5. In cases of conflict between this Agreement and applicable regulatory documents, the latter shall prevail. The Company reserves the right to take or refrain from taking actions necessary to comply with such regulatory documents. The Company's decisions in this regard are binding on the Client.

12.6. The official language of communication between the Parties is English. The Client must submit all documents to the Company in English or any other language approved by the Company. If requested, the Client is obligated to provide translations into one of the Company's official languages.

12.7. Proper communication with the Company's employees is mandatory. The following conditions apply:

- The use of obscene language or hate speech in communication with Company employees is strictly prohibited.
- The Company reserves the right to deny services, ignore messages, or restrict communication in response to violations of communication protocols.
- To protect employee safety and prevent conflicts of interest, the Company will not disclose employee personal data or allow personal communication unrelated to this Agreement.
- The Company may ignore repetitive appeals related to already resolved or ongoing matters that hinder transparent processes.
- In cases of substantiated suspicion that the Client has violated this Agreement, applicable laws, or business norms in financial markets, the Company may minimize communication until investigations are concluded.

## **13. FORCE MAJEURE**

13.1. The Company reserves the right to determine the occurrence of force majeure events. Upon identifying such events, the Company will take reasonable steps to notify the Client. Force majeure circumstances include, but are not limited to:

Any action, event, or occurrence (e.g., strikes, riots, civil unrest, terrorist acts, wars, natural disasters,

accidents, fires, floods, storms, or failures in power supply, communication systems, software, or electronic equipment) which, in the Company's opinion, result in the destabilization of one or more markets or instruments.

Significant or drastic changes in financial market conditions recognized by market regulators, financial instrument authorities (in any jurisdiction), market participants, or official government representatives, whose statements may impact market volatility or specific instruments.

Suspension, liquidation, or closure of any market; absence of events forming the basis of the Company's quotations; imposition of limits; or unusual trading conditions in any market or with respect to any event.

13.2. Upon determining the occurrence of a force majeure event, the Company may, at its discretion and without prior written notice, take any of the following actions:

- Modify trading requirements.
- Close any or all of the Client's open positions at a price deemed reasonable by the Company.
- Cancel all or part of the Client's closed transactions impacted by the force majeure.
- Adjust gains or losses resulting from transactions conducted during or following the force majeure event.
- Suspend or amend the application of any provisions in the Agreement that cannot reasonably be fulfilled due to the force majeure.
- Take or refrain from taking any actions deemed appropriate by the Company, based on reasonable judgment under the circumstances.

13.3. Neither party shall be held liable for delays or failure to perform obligations arising from force majeure events, which occur beyond the control and reasonable foresight of the parties. Such events include declared or actual war, civil unrest, natural disasters, and other unforeseen circumstances.

13.4. A party unable to fulfill its obligations due to force majeure must notify the other party within seven (7) days of becoming aware of the circumstances. Failure to notify or provide timely notification forfeits the right to invoke force majeure as a basis for exemption from liability. If the force majeure persists for more than one (1) month, the parties shall negotiate to determine a mutually acceptable course of action regarding the continuation of this Agreement.

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