JUNOMARKETS

Terms & Conditions

1. Definition and Interpretation

This Agreement defines key terms as follows:

Account: Transaction accounts for trading FX or CFDs.

Agreement: Includes General Risk Disclosure, Terms of Use, and other documents on the Website.

Applicable Regulations: Rules from regulatory authorities and applicable laws.

Ask: The seller's lowest contract price.

Balance: Total sum on the Client's Account after transactions.

Base currency: The first currency in a currency pair.

Bid: The buyer's highest contract price.

Business Day: Any day except weekends and specific holidays.

CFDs: Contracts for differences in various financial instruments.

Client Application Form: Form for applying to the Services.

Contract Specifications: Details about CFDs or FX offered by the Company.

Currency of the Account: Currency chosen by the Client for the Account.

Currency Pair: Pair of currencies showing exchange rates.

VFSC: Vanuatu Financial Services Commission.

FX: Contract for difference on currencies (Spot Forex).

Login Details: Access login and password provided by the Company.

- Liquidity Providers: Third parties handling Client orders.

- Leverage: Ratio of Transaction Size to Initial Margin.

- Margin: Guaranteed funds to open or maintain positions.

- Online Trading System: Software or platform for trading.

- Open Position: Uncovered purchase/sale of a contract.

- Order: Client's instruction to the Company.

- Pending order: Order at a price different from the market price.
- Quote: Bid and Ask prices of a CFD or FX Currency Pair.
- Referrer: Individual or corporation referring clients to Juno Markets.
- Referral Fee: Fee paid to a Referrer for client referrals.
- Rules: Laws, regulations, and directives in force.
- Services: Services provided by the Company under this Agreement.
- Spread: Indicative spread reflecting price difference for a market.
- Stop Out: Situation where the Client's equity falls below a specified level.
- Swap or Rollover: Interest added or deducted for holding a position overnight.
- Swap Rates: Rate of the fixed portion of a swap for a Financial Instrument.
- Trade Confirmation: Message confirming the transmission of an Order.
- Transaction: Executed Order.
- The Company: Juno Markets Limited and its trade names.
- Website: Company's official website or other trade names' sites.
- Your Information: Information received from or relating to the Client and their use of the Services.
- Automated Trading System: Any expert advisor, algorithm, script, robot, bridge, application programming interface, copy-trading or signal-following arrangement, or other software or system used to generate or transmit Orders without individual manual entry.
- Client Portal: The authenticated area of the Website through which the Client manages the Account and submits non-trading requests.
- Connected Account: An account held with the Company or any Group Company which the Company reasonably determines is controlled by, funded by, operated for the benefit of, or acted in concert with, the Client.
- Digital Asset: A cryptographic token, coin or stablecoin accepted by the Company as a funding or withdrawal method from time to time.

- Enhanced Due Diligence: The additional customer due diligence measures the Company may apply under paragraph 18A, including verification of source of funds, source of wealth, beneficial ownership and eligibility.

- Error Quote: A Quote published by the Company which exhibits all of the following: a significant Price Gap; a rebound with a Price Gap within a short period; no rapid price movement immediately beforehand; and no significant macroeconomic release or corporate report immediately before or after its appearance.

- Manifest Error: An error in a Quote or in the execution of an Order which is obvious or palpable, having regard to prices prevailing at other venues at the relevant time, the Company's own Quotes immediately before and after, and the size of the divergence.

- Non-Market Price Transaction: A Transaction executed at a price clearly outside the prevailing market price for the relevant instrument, whether arising from a Manifest Error, an Error Quote, or a stale, incorrect or interrupted price feed.

- Originating Wallet: The digital asset address or wallet from which the Company received a Digital Asset deposit.

- Price Gap: Any difference between two consecutive prices greater than one minimal price movement.

- Prohibited Software: Any software or system conferring an unfair advantage, including software designed to exploit price latency on the Online Trading System, and technological or algorithmic patterns aimed at exploiting price latency arbitrage opportunities.

- Whitelisted Withdrawal Address: A bank account, card or digital asset address which the Client has added and confirmed from within the Client Portal in accordance with paragraph 18.3, and which the Company has accepted as a permitted withdrawal destination.

- Restricted Jurisdiction: Any jurisdiction in which the provision or receipt of the Services would be unlawful or would require an authorisation the Company does not hold, as published on the Website from time to time.

2. Parties to This Agreement

2.1 This Agreement is made between Juno Markets Limited, a company duly registered in the Republic of Vanuatu registration number 40099, hereinafter “the Company” and the person who has (have) completed the Application Form and whose application the Company has accepted.

2.2 The Company is permitted to provide brokerage, training and managed account services in currencies, commodities, indices, CFDs and leveraged financial instruments as per the authorization of the Financial Services Commission of Vanuatu.

2.3 The Company is located in the Republic of Vanuatu, with its correspondence address at Law Partners House, Kumul Highway, Port Vila, Vanuatu.

2.4 Where the Account Holder comprises of two or more persons, the liabilities and obligations under this Agreement or any other agreement with the Company 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.

3. Effect of The Agreement

3.1 This Agreement takes effect when the Client accepts it either by executing a paper version of this Agreement or online on the Website and when the Company confirms to the Client by post or electronic means that the Account has been opened and the Company has accepted the Client.

3.2 Further to paragraph 3.1 should the Client execute a paper version of this Agreement, the Client hereby grants authorization to the Company to complete the online application process on the Client’s behalf. In such cases, the online application shall prevail.

3.3 By continuing to place orders with the Company, the Client agrees to continue to be bound by this Agreement, which supersedes all other agreements and terms of business that may previously have been in place between the Parties.

3.4 The Company is not required to (and may be unable to under applicable rules) accept a prospective client until all documentation required has been received by the Company, properly completed by the Client.

3.5 The Company reserves the right to disable all trading activity on the Account, including the right to automatically close any Open Positions, until all documentation required is properly completed and/or received.

3.6 The Company reserves the right to appoint a Group Company to collect any client documentation it requires to open the Account.

3A. Eligibility and Jurisdiction

3A.1 The Services are not available to residents of, or persons accessing the Services from, any Restricted Jurisdiction. A current list of Restricted Jurisdictions is published on the Website.

3A.2 The Client warrants that the Client is not resident in, and is not accessing the Services from, a Restricted Jurisdiction, and that the Client's receipt of the Services does not contravene any law applicable to the Client.

3A.3 The Client shall notify the Company in writing within ten (10) Business Days of any change in the Client's country of residence or tax residency.

3A.4 The Client shall not use any virtual private network, proxy, virtual private server or other means to conceal or misrepresent the jurisdiction from which the Account is accessed. For the avoidance of doubt, hosted access disclosed under paragraph 9A.3 does not of itself breach this paragraph.

3A.5 Where the Company reasonably determines that the Client is resident in or accessing the Services from a Restricted Jurisdiction, or has acted in breach of paragraph 3A.4, the Company may suspend or terminate the relationship under paragraph 29 and close any open position.

3A.6 A breach of paragraph 3A.2 or 3A.4 constitutes a false representation for the purposes of paragraph 29.2 and a breach of the warranty at paragraph 37.1.6.

4. Services

4.1 From the date on which your Account is activated, the Company will:

- 4.1.1 Receive and transmit orders in Financial Instruments.
- 4.1.2 Execute orders in Financial Instruments.

4.1.3 Provide for safekeeping and administration of Financial Instruments for the account of Clients, including custodianship and related services such as cash/collateral management.

4.1.4 Provide investment Research and financial analysis.

4.2 The Client acknowledges that the Services do not include the provision of investment advice. Any investment information as may be announced by the Company to the Client does not constitute investment advice but merely aims to assist in investment decision making.

4.3 The Client agrees and acknowledges that he/she is solely responsible for any investment strategy, transaction or investment composition of any account and taxation consequences and he shall not rely, for this purpose on the Company. It is also understood and accepted that the Company shall bear absolutely no responsibility, regardless of the circumstances, for any such investment strategy, transaction, investment or information.

4.4 The Company may, from time to time in its absolute discretion, withdraw all or any part of the Services on a temporary or permanent basis.

5. FX and CFDs Trading Procedures & Orders

5.1 The Client and authorized persons can place Orders using the Online Trading System as specified in 5.2.

5.2 The Client may place new Orders, liquidate positions, or modify pending orders via the Online Trading System using Login Details.

5.3 Orders received through means other than the Online Trading System will be processed accordingly.

5.4 The Company will act on Orders without further inquiry and considers them binding if placed using Login Data.

5.5 The Company receives and transmits all Orders as instructed by the Client without responsibility for accuracy.

5.6 The Company treats any Order it believes to be genuine as valid, and the Client is liable for losses incurred.

5.7 The Company does not consider assumptions made by the Client about trades' effects on existing positions.

5.8 If an Order breaches the Agreement, the Company may fulfill it partially and the Client remains liable for settlement.

5.9 The Client may give specific trading orders using the MT4 platform.

5.10 All other Orders not mentioned in 5.9 will be rejected.

5.11 Open spot positions are rolled over to the next business day unless the Company closes them.

5.12 Confirmed positions cannot be cancelled or changed. This paragraph is subject to the Company's rights under paragraphs 23A and 29A, under which a confirmed Transaction may be voided or adjusted.

5.13 Stop Loss, Take Profit, and Limit Orders cannot be changed or removed if the price reached the relevant level.

5.14 Orders can be transmitted, changed, or removed within trading hours.

5.15 Orders are valid based on their type and specified time.

5.16 Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop orders are executed at the Client's declared price.

5.17 Under certain conditions, Orders may be executed at market prices.

5.18 The Company may establish cut-off times for Orders, and the Client has no claims against the Company for not placing Orders by such times.

5.19 Contract Specifications may change depending on the market situation, and the Client should check before placing Orders.

5.20 Swap Rates may vary, and the Company reserves the right to change them and inform the Client.

5.21 The Company's liquidity providers may execute transmitted orders, which may change over time.

6. Third-Party Authorization to Trade

6.1 The Client shall have the right to authorize a third person to give Instructions and/or Orders to the Company or to handle any other matters related to this Agreement provided that the client has notified the Company in advance and in writing, of exercising such a right and that this person is approved by the Company as fulfilling all of the Company's requirements.

6.2 Unless the Company receives a written notification from the Client for the termination of a third person's authorization, the Company will continue accepting instructions and/or orders given by this person on the Client's behalf and the Client will recognize such orders as valid and committing the Client.

6.3 The written notification for the termination of the authorization to a third party has to be received by the Company in writing and with at least 5 days notice prior to the termination date of authorization.

7. Operation Time

7.1 The Company's operation time for trading is from 21:00 Sunday to 20:59 Friday GMT Time, except for the 25th of December and the 1st of January.

7.2 The Client accepts that the Company may be closed on significant holidays.

8. Margins and Collateral Payment

8.1 The Company reserves the right to review and adjust funding percentages or interest rates for CFDs or FX, especially in volatile market conditions. Spot positions open overnight may be adjusted. Details are available on the Website.

8.2 Depending on the Transaction nature, the Client may need to make further payments if the Transaction fails to complete or upon position settlement. The Client will be required to make margin payments based on market price movements.

8.3 The Client agrees to pay margin sums on demand to protect against losses or risks.

8.4 Margin must be paid in cash, and the Company holds the right to a general lien on all funds held on the Client's behalf.

8.5 The Company may close or limit the size of the Client's open positions and change trading conditions under certain circumstances, like abnormal trading conditions or reaching Stop out level.

8.6 If the Margin level falls to the Stop out level, some or all positions are automatically closed.

8.7 If the Client's exposure in margin trades may lead to significant deficits, the Company may increase margin requirements or close positions.

8.8 The Company may determine an emergency or exceptional market condition, leading to increased margin requirements, reduced exposure, or suspension of trading.

8A. Leverage, Exposure and Instrument Parameters

8A.1 The Company determines the maximum leverage available on each Financial Instrument, and may apply different leverage to different instruments, instrument classes, account types, client classifications and levels of aggregate exposure.

8A.2 The Company may vary the leverage applicable to the Account, including on a tiered basis by reference to notional exposure, and may vary margin requirements, Contract Specifications and maximum position or Order size, in each case on notice published on the Website or given under paragraph 13.

8A.3 The Company may apply a variation under paragraph 8A.2 to positions already open where it reasonably considers this necessary to manage risk, and will give the Client not less than three (3) Business Days' notice before doing so, save where market conditions or Applicable Regulations require shorter notice.

8A.4 The Company may apply reduced leverage, increased margin or exposure limits in advance of scheduled economic events, at the open or close of a trading session, during periods of reduced liquidity, and in respect of instruments the Company classifies as high-volatility, including Digital Asset instruments.

8A.5 Where the Company applies leverage or margin parameters by means of a server-side plugin or other automated control, those parameters prevail over any nominal leverage recorded against the Account, and the Client acknowledges that the effective leverage applied may therefore be lower than the nominal figure.

8A.6 The Client is responsible for monitoring the margin position of the Account and acknowledges that a variation under this paragraph may increase margin requirements and may result in Stop Out.

9. Online Trading System and Website Access

9.1 When trading on the Account, use the Login Details within the Online Trading System through a compatible PC connected to the internet.

9.2 The Company ensures no irregular or unauthorized access to the Online Trading System. If irregular access is suspected, the Client's access may be terminated or limited.

9.3 While using the Website and Online Trading System, the Client must not compromise the Company's computer systems. The Client is responsible for maintaining necessary equipment.

9.4 The internet may experience events affecting access to the Website and Online Trading System. The Company is not liable for resulting damages or losses beyond its control.

9.5 The Company is not an Internet Service Provider and is not responsible for any failures in internet connection or hacker attacks.

9.6 The Company is not liable for delays or errors during order and message transmission via computer or for losses due to inaccurate information received.

9.7 The Client can use information from the Website and Online Trading System for personal purposes but must not share it with third parties without the Company's written consent. The Client must not use unauthorized software to access or obtain information.

9A. Automated Trading, Application Interfaces and Hosted Access

9A.1 The Client shall notify the Company in writing before using any Automated Trading System in connection with the Account.

9A.2 The Company may permit, permit subject to conditions, or prohibit the use of any Automated Trading System notified under paragraph 9A.1, and may withdraw any permission previously given on written notice.

9A.3 The Client shall notify the Company in writing where the Account is accessed from a virtual private server, cloud-hosted environment, data centre or other remotely hosted facility, and shall identify the provider and the jurisdiction of that facility.

9A.4 The Client shall not use Prohibited Software in connection with the Account, and shall not access, extract, copy, store, transmit, redistribute or resell the Company's market data, price feeds or Quotes for any purpose other than the Client's own genuine trading with the Company, including for use on or in connection with any third-party or external platform, system, product or service.

9A.5 The Client remains liable for all Orders generated by any system used in connection with the Account, whether or not notified under paragraph 9A.1 and whether or not the Client was aware of the Order at the time of transmission.

9A.6 The Company may require the Client to disclose the logic, parameters or source of any system used in connection with the Account where the Company reasonably requires that information to assess compliance with paragraph 29A.

9A.7 Use of an Automated Trading System not notified under paragraph 9A.1, use of any system the use of which has been prohibited under paragraph 9A.2, and any breach of paragraph 9A.4, each constitute a material breach of this Agreement for the purposes of paragraph 29.2.

10. Safety of Login Data

10.1 The Client agrees to keep secret and confidential and not disclose to any person any part of the Login Data other than an individual who has been expressly authorized to act on the Client's behalf according to paragraph 6.

10.2 The Client shall not write down the Login Details. If the Client receives a written notification of the Login Details, the Client must destroy said notification immediately.

10.3 The Client agrees to notify the Company immediately if the Client knows or reasonably suspect that the Login Data has or may have been disclosed to any unauthorized person. The Company will then take such reasonable steps to prevent any further use of such Login Data and will issue the Client with replacement Login Data. The Client will be unable to place any Orders until the Client has received replacement Login Data.

10.4 The Client agrees to co-operate with any investigation the Company may conduct into any misuse or suspected misuse of the Login Data.

10.5 The Client accepts liability for all orders given through and under the Login Data and any such orders received by the Company will be considered as placed by the Client. In cases where a third person is assigned as an authorized representative to act on the Client's behalf, the Client will be responsible for all orders given through and under said representative's Login Data.

10.6 The Client acknowledges that the Company bears no responsibility should unauthorized third-person access information, including electronic addresses, electronic communication and personal data, when the above are transmitted between the Company or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

11. Refusal to Transmit Orders

11.1 Without prejudice to any other provisions herein, the Client agrees that the Company retains the right, at any time, without giving any notice and/or explanation, to refuse, at its discretion, to transmit any Order for execution, and that the Client shall have no right to claim any damages, specific performance or compensation whatsoever from the Company. Refusal of execution may be done prior to a trade being executed in the platform or through voiding a trade. Refusal of execution may arise in the event of but not limited to any of the following cases:

a) Whenever the Company deems that the transmission of the Order for execution affects or may affect in any manner the reliability or smooth operation of the Online Trading System.

b) Whenever there are no available cleared funds deposited in the Account to pay all the charges and required margin relating to the said Order.

c) There is an absence of essential detail of the Order.

d) It is impossible to proceed with an Order regarding the size or price.

e) The Order has more than one interpretation or is unclear.

f) It is impossible for the Order to be executed due to conditions of the market, customs of a trading volume.

g) The Company received from Client the notice on cancellation of the contract.

h) Forwarding of a notice of termination of this Agreement by the Company to the Client.

i) If any doubt arises as to the genuineness of the Order.

j) Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing.

k) In consequence of lawful claims or requirements of corresponding organized trading platforms, Affiliates of the Parties as well as in consequence of lawful claims of third parties.

l) Where the legality of an Order is under doubt.

m) In consequence of request of regulatory or supervisory authorities whether in the Republic of Vanuatu or otherwise or court order.

n) In the circumstances mentioned in paragraph 9.6.

o) Where the Order forms part of conduct falling within paragraph 29A (Prohibited and Abusive Trading), or where the Company reasonably suspects that it does, or where the Order would result in a Non-Market Price Transaction.

12. Confirmations and Client Reporting

12.1 The Company reserves the right, in its discretion, to confirm in any manner the instruction and/or Orders and/or communications sent through the Online Trading System. The Client accepts the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent by the

Client,regardless of how they have been caused, including technical and/or mechanical damage.

12.2 Information on Order(s) status, Accounts between the Parties may be available via, but not limited to, the Online Trading System.

12.3 Any notice or other communication to be provided by the Company under the Agreement will be sent to the Client either in electronic form by e-mail to the email address which the Company has on record or that has been provided to the Company via the Online Trading System. The Client isobliged to provide the Company with e- mail and mailing addresses for this purpose. The Company shall not be responsible for any delay, alteration, re-direction or any other modification the message may undergo after transmission from the Company.

12.4 It is the Client's responsibility to inform the Company of any change to the Client's email address (or any other relevant personal information), the non-receipt of a Confirmation, or whether any Confirmations are incorrect before settlement.

12.5 The Company will send to the Client, in the method specified above in paragraph 12.3, notifications under this Agreement. Such documents shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within three (3) Business Days following the day of receipt of the said notification.

12.6 The Company may provide the Client with reports for a requested date of the balance of the Client's Account. Such reports can be provided within 5 (Five) Business Days from the date of receipt of the request for such reports from the Client and will be subject to a fee.

12.7 The Company will provide the Client with online access to the Account via the Online Trading System by using the Login Data, which will provide the Client with sufficient information in order to manage the Account. The Company may therefore not provide periodic and/or annual statements.

13. Communication and Notices

13.1 The official language used by Juno Markets Limited is English. The Client is responsible for understanding all legal documents and communications. Any notice or communication to the Company must be in English and in writing, sent by email, airmail, or courier service.

13.2 The Company may specify other communication methods with the Client.

13.3 Notices to the Company should be sent to the following postal address or email:

Address:

Law Partners House

Kumul Highway Port Vila, Vanuatu

E-mail: ***support@iunomarkets.com***

Complaints: ***complaints@iunomarkets.com***

13.4 The Company may monitor and record electronic communications for verification, service quality, training, and compliance purposes. Client acknowledges the Company's records as admissible evidence.

13.5 Notices to the Client will be emailed to the registered email address or the dedicated mailbox on the Online Trading System. The Client must provide accurate and up-to-date contact information.

13.6 Notices are deemed delivered upon receipt of transmission confirmation (for facsimile) or document signing (for courier service). Notices by first class post or airmail are deemed received seven Business Days after dispatch.

14. Information, Confidentiality, Data Protection and Privacy Policy

14.1 The Client agrees to provide the Company with requested information for regulatory compliance and Services. The Client must inform the Company of any changes promptly.

14.2 The Company treats Client information as confidential and will only disclose it as required by law or with the Client's consent.

14.3 The Company may collect Client information from various sources, including credit agencies and public registers.

14.4 The Company uses Client information to provide and improve Services, perform checks, and comply with regulations.

14.5 The Company may contact the Client about relevant products or services, unless the Client opts out.

14.6 Client information may be shared with advisors, service providers, credit agencies, and regulatory authorities as needed.

14.7 The Client can access their personal data and request corrections. To opt-out of communications, the Client must inform the Company.

14.8 Confidentiality obligations do not apply to publicly available information or data not subject to confidentiality agreements.

15. Advice and Knowledge

15.1 The Company will not advise the Client about the merits of a particular Transaction or give any form of investment advice. The Client acknowledges that the Services do not include theprovision of investment advice.

15.2 The Client alone will make trading and other decisions based on the Client's own judgment. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to a Transaction. The Client agrees and acknowledges that the Client is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and shall not rely, for this purpose on the Company. It is also understood and accepted that the Company shall bear no responsibility, regardless of the circumstances, for any such investment strategy, transaction, investment or information.

15.3 Any investment information as may be announced by the Company does not constitute investment advice but aims merely to assist in clients' investment decision making.

15.4 The Client may wish to seek independent advice before entering into a Transaction. In asking to enter into any Transaction, the Client represents that is shall be solely responsible for making the Client's own independent appraisal and investigation into the risks of the Transaction. The Client represents that the Client has sufficient knowledge, market sophistication, professional advice and experience to make the Client's own evaluation of the merits and risks of any Transaction.

15.5 The Company is obliged to obtain information about the Client's knowledge and experience in the investment field so that the Company can assess whether the service or product envisaged is appropriate for the Client. The Company shall assume that information provided about the Client's knowledge and experience is accurate and will have no responsibility if such information changes or becomes inaccurate unless the Client has informed the Company of such changes.

16. Market Commentary, Research and Third-Party Information

16.1 The Company may provide the Client with access to third party trading recommendations, market commentary or other information. Where the Company does so:a) this is incidental to the Client's dealing relationship with the Company. It is provided solely to enable the Client to make the Client's own investment decisions and does not amount to investment advice;b) 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 the Client will not pass it on to any such person or category of persons;c) The Company gives no representation, warranty or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction;d) The Client accepts that prior to dispatch, the Company may have acted upon it itself and to have made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that the Client will receive suchinformation at the same time as other clients.

Any published research reports or recommendations may appear in one or more screen information services.

16.2 Market commentary is subject to change and may be withdrawn at any time without notice.

17. Regulatory Provisions

17.1 Notwithstanding any other provision of this Agreement, in providing Services the Company shall be entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with the relevant market rules and practices and all other applicable laws whether local or otherwise.

17.2 The Company is authorized to disclose information relating to the Client and/or the Transactions to the FSA and other regulatory bodies as required by law and/or where the Company believes it is desirable for the proper management of the Account.

17.3 Under Applicable Regulations, the Company will keep client records for at least 5 years after the termination of the Agreement.

18. Funding and Withdrawals

18.1 The Client can fund the Account using various methods accepted by the Company, but availability may vary by country.

18.2 The Company will make payments to the Client as deemed appropriate.

18.3 Withdrawals will be made to the account, card or wallet used for funding (the Originating Account/Card or Originating Wallet), or to a Whitelisted Withdrawal Address. An address may be added as a Whitelisted Withdrawal Address only by the Client, from within the Client Portal following authentication, and takes effect only once the Client has confirmed it by the means the Company specifies. The Company may require evidence that any withdrawal destination belongs to the Client, may refuse to whitelist or may remove any address, and may require that a withdrawal be made only to the Originating Account/Card or Originating Wallet where this is required under Applicable Regulations, where a request under paragraph 18A.2 is outstanding, or where the Company has reasonable grounds to suspect unauthorised access to the Account or conduct falling within paragraph 29A.

18.4 The Company will process a withdrawal request without undue delay and, where feasible, within three (3) Business Days, provided that: (a) the request contains all necessary information; (b) the transfer is to the Originating Account, the Originating Wallet or a Whitelisted Withdrawal Address, or in a disputed situation to an account demonstrably belonging to the Client; (c) the Client's identity has been verified through valid Login Details or a signed application form; (d) the Client has sufficient funds available for withdrawal net of applicable costs and charges; (e) the Client has satisfied any request made by the Company under paragraph 18A.2 and any other know-your-client or customer due diligence requirement; (f) no event described in paragraph 29.2 has occurred and is unresolved; and (g) no Force Majeure event or account restriction prevents the Company from effecting the withdrawal. Where any of these conditions is not met, the Company may refuse or delay the withdrawal, and will notify the Client to the extent it is permitted to do so.

18.5 The Client bears all expenses for fund transfers.

18.6 The Client is responsible for providing accurate payment details.

18.7 The Company may offer a client bonus scheme.

18.8 If eligible for a bonus, the Client must adhere to the bonus terms and conditions.

18.9 Until bonus conditions are met, withdrawals of bonus funds or profits are not allowed, and premature withdrawals may result in forfeiture of bonuses and profits. Specific trading conditions apply to each campaign.

18A. Ongoing Due Diligence and Enhanced Due Diligence

18A.1 The Client acknowledges that the Company is subject to ongoing customer due diligence obligations under Applicable Regulations, that those obligations continue for the duration of the relationship, and that they are not discharged by the completion of account opening.

18A.2 The Company may at any time, and from time to time, request that the Client provide documentation or information including: (a) current proof of identity and residential address; (b) evidence of the source of funds in respect of any deposit; (c) evidence of source of wealth; (d) evidence of ownership and control of any bank account, card or Originating Wallet used to fund the Account or to receive withdrawals; (e) the identity of any person who directs, operates or benefits from the Account; (f) tax residency and status declarations; (g) evidence of eligibility to receive the Services in the Client's jurisdiction of residence and of use; and (h) any further information the Company reasonably requires to discharge its obligations under Applicable Regulations.

18A.3 The Company will make any request under paragraph 18A.2 in writing, will specify the documentation required, and will allow the Client not less than ten (10) Business Days to comply. The Company may extend that period on request.

18A.4 The Company may apply Enhanced Due Diligence as a matter of course where the Account is funded in Digital Assets, where the Account is accessed from a hosted facility notified or identified under paragraph 9A.3, or where the Client is resident in or accesses the Services from a jurisdiction the Company classifies as higher risk.

18A.5 Pending receipt of documentation requested under paragraph 18A.2 in a form reasonably satisfactory to the Company, the Company may: (a) suspend the processing of withdrawal requests; (b) suspend the opening of new positions; (c) restrict funding of the Account; and (d) where required under Applicable Regulations, suspend all activity on the Account.

18A.6 Any amount in respect of which processing is suspended under paragraph 18A.5 remains Client money, continues to be held in accordance with paragraph 21, is not applied to the Company's own account and does not become the property of the Company. Suspension under this paragraph is a suspension of processing pending verification. It is not a forfeiture, penalty or set-off and does not extinguish the Client's entitlement to the amount.

18A.7 Where the Client provides the requested documentation in a form reasonably satisfactory to the Company, the Company will lift the relevant suspension and process any pending withdrawal request within five (5) Business Days, subject to Applicable Regulations.

18A.8 Where the Client does not provide the requested documentation within the period allowed, the Company may terminate the relationship under paragraph 29 and close the Account. On closure, any funds deposited will be returned to the originating source of funds in accordance with paragraph 18.3, save where the Company is prohibited from doing so under Applicable Regulations or by direction of a competent authority.

18A.9 The Client acknowledges that the Company may be prohibited under Applicable Regulations from disclosing the reason for a request made under paragraph 18A.2 or for a suspension under paragraph 18A.5, and that a failure to state reasons in those circumstances is not a breach of this Agreement.

18A.10 The Client authorises the Company, and any agent acting on its behalf, to verify information provided by the Client with banks, payment service providers, digital asset analytics providers and credit reference or fraud prevention agencies, and to make such enquiries as the Company reasonably requires to satisfy its obligations under Applicable Regulations.

18A.11 The Client shall notify the Company in writing within ten (10) Business Days of any change to information previously provided, including any change of residence, tax residency or beneficial ownership.

18A.12 The Client agrees to co-operate with any investigation the Company conducts into suspected breach of this Agreement, and to provide documents reasonably requested for that purpose.

18A.13 Nothing in this paragraph limits or reduces any obligation of the Company under Applicable Regulations, including any reporting obligation.

18B. Digital Asset Funding and Withdrawals

18B.1 Where the Company accepts funding in Digital Assets, the Originating Wallet constitutes the Originating Account for the purposes of paragraph 18.3.

18B.2 The Client warrants that the Client is the sole beneficial owner of, and controls, each Originating Wallet, and shall on request provide evidence of that ownership and control by means the Company specifies, which may include a signed message or a verification transfer.

18B.3 The Client acknowledges that the Company may subject any Digital Asset deposit to blockchain analysis, and may decline or return any deposit where that analysis indicates exposure to a mixing or tumbling service, a sanctioned address, a darknet market, an unlicensed exchange or any other source the Company reasonably considers to present unacceptable risk.

18B.4 Digital Asset deposits are credited in the Currency of the Account at the rate and at the time the Company specifies. The Client bears the risk of any movement in the value of the Digital Asset before crediting, and all network and conversion fees.

18B.5 Where a deposit is returned under paragraph 18B.3, the Company will return it to the Originating Wallet net of network fees, save where prohibited under Applicable Regulations or by direction of a competent authority. Return may be made in the Digital Asset received or in a stable-value equivalent at the Company's discretion, and the Client bears the risk of any movement in value.

18B.6 A withdrawal in Digital Assets may be made to the Originating Wallet or to a Whitelisted Withdrawal Address added and confirmed in accordance with paragraph 18.3. The Company may require verification of the Client's ownership and control of that address by the means set out in paragraph 18B.2 before effecting a withdrawal to it.

18B.7 The Company does not accept third-party or anonymous payments into the Account, and does not effect withdrawals to any third party or anonymous account. A Whitelisted Withdrawal Address must belong to the Client.

19. Account Inactivity

19.1 In case of absence of any trading activity on the Client's Account within any six (6) month period, the Company reserves the right to charge a monthly fee of 50 units of the base currency of the account for account maintenance assuming that the Account has these available funds. If theClient account is funded with less than 50 units of the base currency and has been inactive for the said period, the Company reserves the right to charge a lower amount to cover administrative expenses and proceed with the closure of the account. In the event of account closure this Agreement will be suspended and/or the Account will be archived.

20. Charges and Taxes

20.1 The Client agrees to pay the Company's charges, fees, commissions and applicable taxes (if any) at the rates and times set out on the Website from time to time.

20.2 The Company may vary its charges from time to time. The Company will notify the Client of any changes before they come into effect, via the Online Trading System, or by email or by placing a notice on the Website. The variation will take effect from the date which the Company specifiesin its notification to the Client. The Company will endeavor to provide the Client with at least one Business Day notice of such alteration save where such alteration is based on a change in interest rates or tax treatment or it is otherwise impractical for the Company to do so.

20.3 The Company may share dealing charges (commissions) with third parties, or receive remuneration from them in respect of transactions carried out on the Client's behalf. Such commissions may be paid to such a third party based on the trade volume activity of the Client. More detailed information shall be made available by the Company to the Client at the Client's request.

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

20.5 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 Contract or Transaction.

20.6 Commissions for deposit and/or withdrawal of funds may be amended by the Company from time to time, in which case the Client will be informed by the Online Trading System or by email. In addition, the Client will be liable for any charges made by any third party provider involved inthe transfer process.

21. Client Money

21.1 Unless otherwise agreed with the Client in writing, all amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services, shall be held in the name of the Client and/or in the name of the Company on behalf ofthe Client in an account specific for this purpose. This means that Client's funds will be segregated from the Company's own funds and cannot be used by the Company in the course of the Company's business.

21.2 In the case of referral fees, paid by the company into accounts held by Referrers (including, but not limited to, IBs, Introducing Brokers, Agents, or Affiliates), these amounts are not considered Client Money and this clause 21 does not apply to these amounts.

21.3 Client funds shall be deposited with reputable Liquidity Provider for the purpose of providing the Company's Services. Such Liquidity Providers are not controlled by the Company and subject to the Company's execution policy shall be engaged with under the Company's sole discretion.

21.4 The Company may hold the Client's funds and the funds of other clients in the same bank account (omnibus account).

21.5 The Company may pass money received from the Client to a third party (e.g. a bank, a market, intermediate broker, OTC counterparty or clearing house) to hold or control in order to effect a Transaction through or with that person or to satisfy the Client's obligation to provide collateral (e.g. initial margin requirement) in respect of a Transaction.

21.6 The Company will not be liable to the Client for the solvency of, or loss caused by the party including any nominee, custodian, Liquidity Provider, bank or other third party appointed by the Company in good faith on the Client's behalf, unless such third party is a Group Company (in which case the Company will only be liable to the Client where the Client's loss results from the Group Company's bad faith or fraudulent activity. Upon reasonable request by the Client, the Company will make available to the Client any rights the Company may have against any third party that is not a Group Company. In case of insolvency of the third party and depending on the laws of the jurisdiction of such third party, there is a risk that the relevant assets may be lost.

21.7 The Company shall not be held liable for the loss of financial instruments and funds of the client, including the cases where the client's assets are kept by a third party such as a bank or other institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the client, of any change in the said information. The Company may deposit the Client's money in overnight deposits and the Company will be allowed to keep any interest.

21.8 The Company shall not account to the Client for profits earned on client money (other than profit gained through trading transactions from the Client Account(s) under this Agreement) and will not pay any interest on Client money.

21.9 The Company may hold Client money outside Vanuatu. The legal and regulatory regime applying to any such bank or person will be different from that of Vanuatu and in the event of insolvency or any other analogous proceedings in relation to that bank or person, the Client's money may be treated differently from the treatment which would apply if the money was held with a bank in Vanuatu. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this paragraph.

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

21.11 The Client agrees that the Company may cease to treat the Client's money as client money if there has been no movement on the Client's

Balance for one year. The Company shall write to the Client at the Client's last known address informing the Client of the Company's intention of nolonger treating the Client's Balance as client money and giving the Client twenty (20) business days to make a claim.

21.12 Upon signing the Agreement, the Client authorizes the Company to make any deposits and withdrawals from the Bank Account on its behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.

21.13 If the Client fails to provide any margin, deposit or other sum due under this Agreement in respect of any transaction the Company may close any open position without prior notice and apply any proceeds thereof to payment of any amounts due to the Company.

21.14 The Company shall have the right, in addition to any other rights it may have under this Agreement, to limit the size of the Client's open positions (net or gross) and to refuse orders to establish new positions. The Company will inform the Client as soon as possible regarding such refused orders and the reason for the refusals. Situations where the Company may exercise such right include, but are not limited to, where:a) The Company has reason to believe that the Client may be in possession of Inside Information;b) The Company considers that there are abnormal trading conditions;c) the value of the Client's Security (as determined by the Company) falls below the minimum margin requirementd) the Client has a negative cash balance on any Account.

21.15 The Company does not guarantee negative balance protection. At times, the Company may in good faith, credit accounts with negative balances. The Company reserves the right to call on liabilities to the Company for any negative balance adjustments made during the trading history of the clients.

22. Referral fees

22.1 Referral Fees are accrued based on the agreements set forth in the Rebate Schedule between Juno Markets and the Referrer

22.2 Referral Fees are considered a marketing payment, and not client funds cf. section 21

22.3 Referral Fees will be held by the Company until a Referrer requests payment of an amount equal to or less than the current amount accrued

22.4 The Company reserves the right to remove Referral Fees associated with an order if that order has been opened and then closed in less than 3 minutes.

22.5 If no new clients have been referred and no payment has been requested for 180 days, the Referrer will be deemed to have forfeited their accrued balance and the Company will consider the Referral agreement and Rebate Schedule terminated, unless the Referrer requests in writing, and the Company accepts, an extension to the 180-day period. If the Referral Agreement and Rebate Schedule are terminated, no additional Referral Fees will be accrued by the Referrer.

22.6 The Referrer may request the Company to refund the Referral Fee back to the clients whose trading activity generated the Referral Fee in the first place

23. Settlements of Accounts

23.1 The Client shall pay the Company on demand:

23.1.1 Such sums of money by way of deposits, or as initial or variation margin as the Company may require. In a case of a contract affected by the Company on an exchange, such margin shall not be less than the amount or percentage stipulated by the relevant exchanges plus any additional margin that the Company at its reasonable discretion may require.

23.1.2 Such sums of money as may from time to time be due to the Company under a contract and such sums as may be required in or toward clearance of any debit balance or any account.

23.1.3 Such sums of money as the Company may from time to time require as security for the client's obligation to the Company.

23A. Set-off, Correction and Manifest Error

23A.1 The Company may set off any amount owing from the Client to the Company against any amount owing from the Company to the Client, whether under this Agreement or otherwise, and may do so across two or more accounts held by the Client or accounts treated as Connected Accounts under paragraph 29B.3.

23A.2 The general lien conferred by paragraph 8.4 extends to all funds held by the Company or its nominees on the Client's behalf until all of the Client's obligations to the Company are satisfied, including any obligation arising under paragraph 23.

23A.3 Where the Company credits the Account with an amount in error, whether by reason of an administrative error, a duplicated payment, a system fault or an incorrect price, the Company may correct the Account by reversing that amount and will notify the Client of the correction and its basis.

23A.4 Where a Transaction has been executed at a price affected by a Manifest Error or an Error Quote, the Company may amend the Transaction to the terms which would have applied absent the error, void the Transaction where the Client does not promptly accept the amendment, or take no action.

23A.5 The Company may refuse, void or adjust any Non-Market Price Transaction. In determining whether a Transaction is a Non-Market Price Transaction the Company will have regard to the divergence between the executed price and prices prevailing at other venues at the relevant time, and will not have regard to whether the Transaction was profitable to the Client.

23A.6 The Company will delete Error Quotes from the Online Trading System's stored quote history.

23A.7 The Company will exercise a right under paragraphs 23A.3 to 23A.5 within a reasonable period of becoming aware of the error, will notify the Client in writing, and will provide the records on which the determination is based.

23A.8 Where the Client has received monies from the Company in connection with a Manifest Error, an Error Quote or a Non-Market Price Transaction, those monies are repayable to the Company on demand.

23A.9 Nothing in this paragraph entitles the Company to reverse a Transaction, or to reverse the profit or loss arising on a Transaction, on the ground only that the Transaction was profitable to the Client.

24. Currency Rate Conversion

24.1 Whenever the Company conducts currency conversions, the Company will do so at such reasonable rate of exchange as the Company shall select.

25. Language

25.1 The Client accepts and understands that the Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English on local websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever. The Company shall have no responsibility or liability regarding the correctness of the information contained therein.

26. Company Website

26.1 The location of detailed information regarding the conditions of the Services is on the Company's Website.

27. Assignment of Third Party Rights

27.1 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.

27.2 The Client's rights and obligations under this Agreement are personal to the Client and are not capable of transfer, assignment or novation.

28. Force Majeure

28.1 The Company is not liable for losses due to:

a) Government actions, war, terrorism, civil disturbance, etc. b) Natural disasters like earthquakes, hurricanes, etc. c) Labor disputes unrelated to the Company's workforce. d) Market suspension, regulatory bans, etc. e) Financial services moratorium or regulations by authorities. f) Electronic equipment failures, hacker attacks, etc. g) Events beyond the Company's control preventing action.

28.2 In case of Force Majeure, the affected Party must notify the other Party within three business days.

28.3 In case of Force Majeure, the Company may suspend, freeze, or close Client positions.

29. Term and Termination

29.1 This Agreement is indefinite until terminated in accordance with paragraph 29.4.

29.2 The Company may terminate this Agreement immediately if:

- Client fails to comply with transfer requirements for open positions.

- Client lacks authority to transact or conduct business with the Company.

- Client becomes deceased, absent, or mentally unfit.

- Termination is required by regulatory authority.

- Client violates Agreement and resolution is not feasible.

- Client fails to make payments or fulfill obligations.

- Client's financial condition deteriorates significantly.

- Client files for bankruptcy or faces legal actions.

- Distress or execution process against Client's property is unresolved.

- Security created by mortgage/charge becomes enforceable against Client.

- Client's indebtedness becomes due prior to maturity.

- Client arranges composition for creditors or makes false representations.

- Client exploits pricing errors deliberately.

- Material violation of Vanuatu or other countries' legislation.

- Client fails to provide documentation requested under paragraph 18A within the period allowed.

- Client is resident in or accesses the Services from a Restricted Jurisdiction, or conceals the jurisdiction of access, in breach of paragraph 3A.

- Client uses an Automated Trading System or Prohibited Software in breach of paragraph 9A.

- Client engages in conduct falling within paragraph 29A.

- Client fails to disclose a Connected Account on request under paragraph 29B.

29.3 Prohibited and abusive trading is dealt with in paragraph 29A. The measures available to the Company where such conduct occurs are set out in paragraph 29A.4.

29.4 Either party can terminate the Agreement with written notice, resulting in the closure of the Client Account.

29.5 Termination by the Client won't affect prior obligations or liabilities to the Company. The Company will complete ongoing transactions upon termination.

29.6 If any events described in 29.2 occur, the Company may take actions like termination, closing positions, converting currency, using funds to satisfy obligations, or closing the Client Account.

29.7 If a balance is in favor of the Client, the Company will pay it (after withholding appropriate amounts) and provide a statement of the Balance. The Company may refuse to transfer funds to a third party based on the Client's instructions. This obligation to pay does not arise while a request under paragraph 18A.2 is outstanding, while the Company is investigating suspected conduct falling within paragraph 29A, or while the Company is required to withhold payment under Applicable Regulations or by direction of a competent authority.

29A. Prohibited and Abusive Trading

29A.1 The Client shall not, and shall not permit any person acting on the Client's behalf to, engage in any of the following in connection with the Account:

a) trading intended to exploit any latency, delay or interruption in the Company's price feed, order routing or execution systems;

b) arbitrage between the Company's prices and prices available from any other source, including any other broker, exchange, venue or data provider;

c) trading on a price which the Client knew or ought reasonably to have known was erroneous, off-market, stale or the product of a technical fault;

d) any strategy which relies upon a malfunction, misconfiguration or defect in the Online Trading System rather than upon a view as to the direction of a market;

e) trading intended to manipulate or distort any price published by the Company;

f) trading which, in the absence of a genuine interest in market exposure, is directed at obtaining a financial benefit without assuming market risk;

g) conduct which would constitute market abuse, insider dealing or market manipulation if carried out on a Regulated Market.

29A.2 The Client agrees that the use of any device, software, algorithm, strategy or practice in the Client's dealings with the Company whereby the Client is not subject to market risk shall be evidence that the Client is taking unfair advantage of the manner in which the Company constructs, provides or conveys its prices.

29A.3 In determining whether conduct falls within paragraph 29A.1, the Company will have regard to objective indicators including: the interval between the publication of a price and the receipt of the corresponding Order;

the position holding period; the consistency of the Client's fill prices relative to the Company's published Quotes; the divergence between the Company's price and prices at other venues at the time of dealing; whether the Client was exposed to market risk for the duration of the position; and the presence of automated Order submission.

29A.4 Where the Company reasonably determines that conduct falling within paragraph 29A.1 has occurred, it may: (a) void or adjust the affected Transactions; (b) adjust the Account to the position which would have obtained absent the conduct; (c) restrict or withdraw access to Quotes, including by providing manual quotation only or requiring Orders to be submitted for prior approval; (d) apply revised spreads, commissions or execution parameters to the Account; (e) cancel profits which the Company can document as having been obtained through that conduct; and (f) terminate the relationship under paragraph 29.

29A.5 The Company may exercise a right under paragraph 29A.4(e) only in respect of profits which it can document as having been obtained through conduct falling within paragraph 29A.1. The Company bears the burden of that documentation and will make the supporting records available to the Client on request.

29A.6 Before exercising any right under paragraph 29A.4, the Company will notify the Client in writing of the conduct identified and the Transactions affected, and will allow the Client not less than five (5) Business Days to respond, save where immediate action is required to protect the integrity of the Online Trading System or is required under Applicable Regulations.

29A.7 The Company will retain the records on which any determination under paragraph 29A.4 is based for not less than five (5) years.

29A.8 A determination by the Company under this paragraph does not exclude or limit the Client's right to complain under paragraph 32 or to pursue any remedy available under Applicable Regulations.

29B. Connected Accounts and Coordinated Trading

29B.1 The Client shall disclose on request whether the Client controls, benefits from, funds or acts in concert with the holder of any other account with the Company or with any Group Company.

29B.2 The Client shall not participate in any arrangement under which Orders are coordinated across two or more accounts for the purpose of engaging in conduct falling within paragraph 29A, of circumventing any limit imposed under paragraph 8A or 21.14, or of obtaining any benefit not available to a single account holder.

29B.3 Where the Company reasonably determines that accounts are Connected Accounts, it may treat them as a single account for the purposes of exposure limits, leverage tiers and the exercise of rights under paragraph 29A, and may exercise any right in respect of one such account in respect of all of them. Indicators of connection include common access addresses or devices, common funding or withdrawal destinations, and materially identical trading patterns.

29B.4 Failure to disclose a connection on request under paragraph 29B.1 constitutes a material breach of this Agreement for the purposes of paragraph 29.2.

30. Variation

30.1 The Company may vary this Agreement by giving the Client not less than five (5) Business Days' written notice, specifying the variation and the date on which it takes effect.

30.2 The Company may vary this Agreement with immediate effect where the variation is required by Applicable Regulations, by a competent authority, or to address a risk to the integrity or security of the Online Trading System. The Company will notify the Client as soon as practicable.

30.3 Where a variation under paragraph 30.1 is materially adverse to the Client, the Client may terminate this Agreement without charge before the variation takes effect by giving written notice, and the Company will close any open position and return any credit balance in accordance with paragraph 29.

30.4 Continued use of the Services after a variation takes effect constitutes acceptance of it.

30.5 The Company will maintain a dated record of each version of this Agreement and of the period during which it was in force, and will make the version applicable to any Transaction available to the Client on request.

31. Severability

31.1 Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this and this Agreement will be interpreted andenforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/ or regulation of any other jurisdiction, shall not be affected.

32. Complaints

32.1 The Company maintains internal procedures for handling complaints fairly and promptly. Any complaint shall be made in writing or by email giving all relevant details, in a way specified in paragraph 13.3.

32.2 The Company will try to resolve any complaints within five Business Days. If a complaint requires further investigation and cannot be resolved within five working days, the Company will issue its holding response within four weeks of receiving the complaint. When a holding response is sent, it will indicate when the Company will make further contact (which should be within eight weeks of receipt of the Complaint).

32.3 The Company will send a final written response within three (3) months from the date the complaint is received. In case a client complaint is not settled within a three (3) month period, the company will send a written response informing the client about the status of the complaint.

32.4 If a situation arises which is not expressly covered by a term of this Agreement, the Parties agrees to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

33. Applicable Governing Law and Jurisdiction

33.1 If a settlement is not reached by the means described in paragraph 32 herein, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in a court in Vanuatu.

33.2 This Agreement and all transactional relations between the Parties shall be governed by the Laws of the Republic of Vanuatu.

34. Non-Exercise of Rights

34.1 The Company's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement or the failure by the Company to exercise any right or remedy to which the Company is entitled to under this Agreement, shall not constitute an impliedwaiver thereof.

35. Indemnities

35.1 The Client agrees to indemnify the Company against any loss, liability, cost, claim, action, demand or expense incurred or made against the Company in connection with the proper performance of the Client's obligations under this Agreement except where that loss, liability, cost, claim,action, demand or expense arises from the Company's gross negligence, fraud or willful default.

36. Liability

36.1 The Client agrees that the Company shall not be liable for any consequential, indirect, incidental or special loss (including loss of profits and trading losses) that result from the Client's use of the Services even if the Client has advised the Company of the possibility of such loss. Consequential loss includes pure economic loss, loss of profit, loss of business and likely loss whether direct or indirect.

36.2 Other than due to the Company's gross negligence or willful default, the Company will not be liable for any losses, damages or claims that result directly or indirectly from any person obtaining any Login Data that the Company has issued to the Client prior to the Client reporting to the Company of the misuse of the Login Data.

36.3 The Company will not be liable for any losses, damages or claims which result directly or indirectly from any research which the Client may rely on in making an Order whether published by the Company or otherwise.

36.4 The Company will not be liable for any losses, damages or claims, which result directly or indirectly from a delay transmitting any Order for Execution.

36.5 The Company will not be liable for any losses, damages or claims, which result directly or indirectly from any changes in the rates of tax.

36.6 The Company will not be liable for any losses, damages or claims which result directly or indirectly from failure to receive any documents sent in respect of the Account or any funds held on the Client's behalf, or if the Client fails to receive any such documentation which the Company may forward to the Client.

36.7 Nothing in this Agreement shall be taken to restrict or exclude any duty or liability which the Company may owe under Applicable Regulations.

37. Assurances, Guarantees

37.1 By agreeing to be bound by this Agreement, the Client states, affirms, warrants andguarantees as follows:

37.1.1 The Client is placing the Order and entering into the Transaction as principal, (that is on the Client's own behalf and not for any third person), unless the Client has produced to the Company's satisfaction, a document and/or powers of attorney enabling the Client to act as representative and/or trustee of any third person and relevant identification documents for suchthird party.

37.1.2 The performance of the terms of this Agreement and each Transaction does not breach, conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on the Client or any of the Client's funds or assets.

37.1.3 The Client is not subject to any restrictions in placing the Order or entering into the Transaction contemplated by the Order.

37.1.4 The Client has taken such advice in respect of the Transaction contemplated by the Order and has not relied on any representation or information provided by the Company in reaching a decision to enter into the Transaction.

37.1.5 The Client is duly authorized to and have obtained all necessary power, authorizations and approval to enter into this Agreement and to sign and the Application Form and to enter into each trade, give Orders and to otherwise perform their obligations under this Agreement and the Application Form.

37.1.6 All the information disclosed to the Company in the Application Form, the documentation provided and otherwise is true and accurate and that the Client undertakes to inform the Company in writing should there be any changes to the information provided.

37.1.7 The documents provided are valid and authentic and the information provided in the Client Application Form and any other documentation supplied in connection with the Client Application Form, is correct, complete and not misleading and that the Client will inform the Company of any changes to such details or information.

37.1.8 The Client's funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.

37.1.9 The Client is over 18 years old and of sound mind, having no legal or other obstacle prohibiting the Client from entering into this Agreement.

38. Client Acknowledgements of Risks

38.1 The Client unreservedly acknowledge and accepts that:

38.1.1 There is a great risk of incurring losses and damages as a result of trading in, FX and CFDs and accepts and declares willingness to undertake this risk. The damages may include loss of all the Client's money and also any additional commissions and other expenses.

38.1.2 Trading in FX and CFDs carry a high degree of risk. The gearing or leverage often obtainable in trading FX and CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against the Client as well as for the Client. FX and CFDs Transactions have a contingent liability and the Client should be aware of the implications of this in particular to margining requirements.

38.1.3 When trading in FX and CFDs the Client is trading on the outcome of a price and that trading does not occur on a Regulated Market but Over-The-Counter (OTC).

38.1.4 The Client has chosen the particular type of service taking into account the Client's total financial circumstances.

38.1.5 The Client agrees and understands that trading on an electronic Online Trading System carries risks.

39. Client Consents

39.1 The Client agrees and understand that the Client will not be entitled to the delivery of, or be required to deliver, any financial instruments, nor ownership thereof or any other interest therein.

39.2 The Client agrees and understands that no interest shall be due on the money the Company holds on the Client's Account.

39.3 The Client agrees and understands that the Company will affect any Transactions with the Client as an agent. Thus the Company will be transmitting Orders for execution to another broker(s), and such broker(s) may be transmitting the orders received by the Company to other liquidity providers. These broker(s) are not necessarily operating on a regulated market.

39.4 The Client agrees and understand that the trading of FX and CFDs is not done on a regulated market

39.5 The Client solemnly declares that the Client has carefully read and fully understood the entire text of the terms and conditions herein and accepts the terms and conditions in their entirety.

39.6 The Client solemnly declares that the Client has read, understood, found satisfactory and accepted as an integral part of this Agreement the following information provided on the Website:a) General Risk Disclosureb) Risk Disclosure for CFDsc) Order Execution Policyd) Conflict of Interest Policye) Privacy Policyf) Any and all other documentation and/or material that is published on the Website

39.7 The Client specifically consents to the provision of the information of paragraph 39.6 via the Website.

39.8 The Client confirms that the Client has regular access to the internet and consent to the Company providing the Client with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, Policies and information about the nature and risks of investments by posting such information on the Website.

39.9 Trading on margin carries a high degree of risk, and may not be suitable for all investors. The high degree of leverage in transactions can work against you as well as for you. Before deciding to trade on margin you should carefully consider your investment objectives, level of experience, and risk appetite.

39.10 The possibility exists of substantial losses of your investments. You may lose some or all of your initial deposits and investments, and therefore, you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with trading on margin, and seek advice and consultation from an independent financial advisor if you have any doubts.

39.11 In addition, there are risks associated with use of online deal execution and trading systems including, but not limited to, software and hardware failure and internet disconnection. The Company is not responsible for such losses or failures.

39.12 The Company shall not be responsible for any loss arising from any investment based on any recommendation, forecast or other information provided. Any opinions, news, research, analyses, prices, or other information contained on this website are provided as general market commentary,and do not constitute investment advice. The Company will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

39.13 The contents of any report provided should not be construed as an express or implied promise, as a guarantee or implication that clients will profit from the strategies herein, or as a guarantee that losses in connection therewith can, or will be limited.

39.14Trades in accordance with the recommendations in an analysis, especially leveraged investments, such as foreign exchange trading and investment in derivatives, can be very speculative and may result in profits, as well as losses, especially if the conditions mentioned inthe analysis do not occur as anticipated.

39.15 In case of any fault in pricing process, typing errors, entering errors and quoting errors through the electronic trading system and/or phone, the Company has full right to make any necessary modifications to the investor's trading account in which the mistake took place.

39.16. Any conflicts regarding pricing will be solved by checking the actual prices in the market at the specific time at which the error occurred. Investors should review their account statement and are responsible for reporting any mistakes found on the account within 24 hours after the issue of the statement.

39.17. Your trading account must be established for trading purposes only. The Company is not a bank, nor does it keep deposits as a bank. We keep deposits only to maintain margins supporting the trading account and trading activities.