CLIENT AGREEMENT

FSA Securities Dealer License no. SD106

Regulated by the Financial Services Authority in Seychelles

Topline Limited

V2.1

Table of contents

1. Introduction 4
2. Account Opening Requirements 5
3. Appropriateness and Suitability Assessment 7
4. Services 8
5. Advice and Commentary 9
6. Platform 10
7. Intellectual Property 11
8. Prohibited Actions 12
9. Safety 13
10. Placement and Execution of Orders 13
11. Margin Requirements 15
12. Settlement 16
13. Decline of Client's Orders 17
14. Understanding of Both Parties 17
15. Events of Default 18
16. Reporting and Trade Confirmations 20
17. Client Money Handling Rules 21
18. Client Accounts, Deposits and Withdrawals 22
19. Lien 26
20. Netting and Set-Off 27
21. Company Fees 27
22. Language 28
23. Methods of Communications and Written Notices 28
24. Personal Data, Confidentiality, Recording of Telephone Calls and Records 30
25. Amendments 32
26. Termination and Results of Termination 34
27. Force Majeure 36
28. Limitations of Liability and Indemnity 37

29. Representations and Warranties 39
30. Complaints and Disputes 41
31. Applicable and Governing Law and Applicable Regulations 41
32. Severability 42
33. Non-Exercise of Rights 42
34. Assignment 42
35. Introducer 42
36. Inducements 43
37. Conflicts of Interest 43
38. Authorised Representative 43
39. Multiple Account Holders 44
40. Client Loyalty Benefits 44
41. Taxes 45
42. Currency Conversion 45
Appendix 1 - Interpretation of Terms 46

1. Introduction

1.1. This Client Agreement is entered by and between Topline Limited (hereinafter called the "Company" or "Topline" or "us" or "we" or "our"), and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form through official website or Application and has been accepted by the Company as a Client ("Client" or "you").

1.2. Topline Limited is a company incorporated and registered under the Companies Act 1972(Company registration No.8430685-1), with registered address CT House, Office 9A, Providence, Mahe, Seychelles. The Company is authorised and regulated by the Financial Services Authority in Seychelles("FSA") as a Securities Dealer to offer certain Services and perform Activity under the Securities Act, 2007.

1.3. This Client Agreement together with its Appendix 1 and any other Appendices added thereto from time to time, available on www.xtrend.pro (Hereafter "website") , aim to present the terms upon which the Company will offer Services to the Client and the rights and obligations of each Party. These documents together form the Agreement between us (all together, the "Agreement"). By completing, signing and submitting the account opening application form, you acknowledge your understanding and acceptance and you agree to all the term and conditions set forth herein.

1.4. The terms and conditions in this agreement in this Agreement, together with other documents including "Conflicts of Interest Policy", "Order Execution Policy", "Risk Disclosures", "Complaints Handling Policy", "Withdrawal Policy", "Client Categorisation", "Terms of Business", "Cookies Policy" and "Privacy Policy", on the Website, as the same may be amended, modified, supplemented or replaced from time to time, shall apply to and govern every existing account , newly requested for and all accounts subsequently entered and opened with.

1.5. For this reason, you are advised to read all the above-mentioned documents and any other letters or notices sent by us carefully and make sure that you understand and agree with them before entering into an agreement with us.

1.6. The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).

1.7. The Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

1.8. Notwithstanding the formation of contract inter-absentee, all correspondence, notices, documentation any other communication in writing between the Parties in the course of ordinary implementation of this Agreement shall be delivered either by registered post, email, facsimile or any other method of correspondence mutually agreed upon.

1.9. Physical signature of the Agreement is not required but if you wish to have it signed you may print it and sign two copies of the Agreement and sent them back to us. We shall keep one copy for our records and send you back the other one signed by us as well.

2. Account Opening Requirements

2.1. As per regulatory requirements the Company must verify the identity of each Client who registers and opens a trading account with Topline Limited. Thus, at any given time from the commencement and/or during the business relationship the Company may ask you to provide documentation that will assist in the verification of the Client's identity. Should you choose to register and provide us with such information you agree to provide personal details that are accurate, true and reliable. Furthermore, in order for the Company to comply with the regulatory framework it has to assess and determine which product and/or service are suitable for each Client in relevance to his/her knowledge and experience as referred to Section 3.1. Therefore, Clients need to be formally assessed by completing the 'Account Opening Application form' during their onboarding procedure prior to providing the Client with investment services.

2.2. Know Your Client (KYC) identification and verification procedure

a) You will be required to send us the following identification documents:

- Proof of Identification: A clear copy of your International Passport, National ID Card or your National Driver's License.

- Proof of Address: A clear copy of a recent utility bill, bank statement or any other local authority bill. The proof of address must include your full name and address and has to be issued within the last 6 months.

b) In the circumstances where we, in our sole and absolute discretion, deem that circumstances so warrant it and provided the minimum regulatory requirements are met, you have completed the 'Account Opening Application form' and the on-boarding process and your cumulative total value of Deposit(s) do not exceed the amount of 5,000 USD irrespective of the number of accounts you hold with the Company, then we may provisionally permit you to trade on the understanding that:

(i) The verification procedure will be completed within 30 calendar days of the initial contact, (i.e. Acceptance of the Terms & Conditions and/or Client Agreement or your first deposit, which comes first), should the 30th day fall on a day which is not a business day in Seychelles or where the Company considers this day not to a be a business day of the Company, including but not limited to, weekends or local public holiday, or the Company, at its sole discretion and should it deem viable, offer the client an extension to the 30th day, then the Company will, in its sole and absolute discretion, consider the last business day preceding the expiry of the 30th day as the deadline by when all your account details and documents

had to be verified.

(ii) If the verification of the Client's identity is not completed within 30 days from the initial contact referred to above, we will, without any claim or liability for any damages or otherwise, place your account as read-only and you will no longer be able to trade until the verification of the client's identity is completed within a time frame set, at the sole discretion of the Company.

(iii) If the verification of the Client's identity is not completed within 30 days of the initial contact, the Company may contact you in order to complete the verification procedure.

(iv) If the verification of the Client's identity is not completed within the prescribed timeframe, then any open or pending orders will be closed at the current rate at the end of 30th day of initial contract.

(v) Any credits, if any, will be removed from the client's trading account.

(vi) In case the Company does not complete the verification of the client's identity, the net amount of your Account Balance will be sent back to the source of the original deposit regardless of whether you have requested the return of your funds or not.

(vii) Any losses will be deducted from the returned funds.

(viii) Funds will be transferred back to you net of any transfer fees, charges or other deductions incurred by us.

c) The Company, in its sole and absolute discretion and without giving any reason therefore, retains the right to decline any account opening application so as to be in accordance with applicable laws and restrictions.

d) By accepting this Client Agreement, you give your explicit consent to each and every aspect of this procedure.

2.3 Definition and Treatment of Unfunded Accounts (Demo Accounts)

2.3.1. For the avoidance of doubt, any trading account that has not been funded by the Client with an initial deposit shall be deemed a Demo Account. A Demo Account is provided solely for the purpose of demonstrating the functionality of the Company's trading platform and does not constitute a live trading account under this Agreement.

2.3.2. No business relationship shall be considered to exist between the Client and the Company until the Client has (a) made a verified deposit into the trading account, and (b) successfully completed all required identification and verification procedures prescribed by the Company in terms of its regulatory obligations.

2.3.3. The Company shall not be obliged to retain, disclose, or maintain any records, transactional

history, or trading data relating to Demo Accounts, as such accounts do not represent genuine trading activity or investment exposure.

2.3.4. Any profits, losses, or balances generated within a Demo Account shall have no legal or financial validity and shall not be claimable by the Client. The Company reserves the right, at its sole discretion, to suspend, reset, or delete any Demo Account and its related data without prior notice.

2.3.5. In the event that a Demo Account maintains open trading positions and no login or trading activity, including, but not limited to, accessing the platform, viewing market data, modifying or adjusting positions, or interacting with any functionality of the trading application, has occurred for a continuous period of seven (7) calendar days, the Company's system shall automatically close all open positions and may thereafter terminate or deactivate the account without prior notice.

This measure is implemented to safeguard platform stability, maintain operational integrity, and ensure compliance with applicable regulatory standards, given that no formal business relationship exists in respect of unfunded accounts.

3. Appropriateness and Suitability Assessment

3.1. When providing the Investment Services of Reception, Transmission and Execution of Client Orders and Dealing on Own Account (as described in paragraphs 4.2 and 4.3(a) of this Client Agreement), the Company is obliged under Applicable Regulations to seek information from a Client or potential Client regarding his knowledge and experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, so as to enable the Company to assess whether the service or Financial Instrument is appropriate for the Client. Where the Client or potential Client elects not to provide the information regarding his knowledge and experience, or where he provides insufficient information regarding his knowledge and experience, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him. The Company shall assume that information about the knowledge and experience provided by the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

3.2. When providing the Investment Services of Portfolio Management and Investment Advice and/or Social Trade Services where applicable, the Company is obliged under Applicable Regulations to request from a Client to complete the Suitability Assessment by providing information his experience, financial situation, financial objectives and parameters of risk appetite, based on which the Company will what trading strategies are suitable or not for the client and under what conditions.

3.3. When providing the "Social Trade Services" where applicable, the Company reserves the right to request from a Client to complete the relevant assessment questionnaire ("Copy Trade Assessment") by providing information his experience, financial situation, financial objectives and parameters of risk appetite, based on which the Company will assess whether a Client is eligible for use of the "Social Trade Services" as well as what trading strategies are suitable or not for the client and under what conditions.

4. Services

4.1. The Client is provided with Access Data to enable the Client to trade in Financial Instruments (i.e. CFDs) on the Company's Platform. The Company may enter into Transactions with the client in Financial Instruments specified on the website.

4.2. The Company shall carry out all Transactions with the Client on an execution-only basis. Topline is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction; to make margin calls; or to close out any Client's Open Positions.

4.3. Trading with the Company involves the provision of the following investment and ancillary Services under the Law from the Company to the Client:

a) Reception, transmission and Execution of Orders on behalf of clients to one or more financial instruments;

b) Dealing on own Account;

c) Safekeeping and administration of financial instruments, including custodianship and related services such as cash/collateral management, according to paragraph 17 hereunder;

d) Foreign Currency Services provided they are associated with the provision of the investment Services;

e) Provide the Clients access to Investment Research data and financial analysis which may be relevant for Clients' consideration;

f) Provide Portfolio Management in assisting Clients in managing their funds provided that the Client accepts any additional agreement requested by the Company and has passed the Suitability Assessment in this respect;

g) Provide Investment Advice Services provided that the Client accepts any additional agreement requested by the Company and has passed the Suitability Assessment in this respect;

4.4. It is agreed and understood that the Company offers its Services in relation to various Financial Instruments. However, the Client may be allowed to trade only in one or some of those Financial Instruments.

4.5. It is understood that when trading in CFDs, there is no delivery or safe keeping of the Underlying Asset to which the CFD is referring to. Profit or loss in the Currency of the Trading Account is deposited in/withdrawn from the Trading Account once the Transaction is closed.

4.6. The Company has the right to offer, at its discretion, the opportunity for the client to open a demo account. The Client is hereby notified and understands that the execution in the demo environment where a demo account operates might differ from the environment of a live account. The Company shall not be liable for any loss and/or other damage incurred by reason of such differences.

4.7. It is agreed and understood that the Company has the right to offer its Clients with the option to use its "Social Trade Services" provided they have read, understood and accepted the 'Social Trading Feature Terms and Conditions' available on the Company's website and which forms an integral part of this Client Agreement.

5. Advice and Commentary

5.1. The Company will not provide personal recommendations or advise the Client about the merits of a particular Order. The Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgement.

5.2. The Client shall not be entitled to ask Topline to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction. Any investment advice and/or statements of opinion shall be provided by the Company to the Client only where an additional agreement is concluded between the Company and the Client as per clause 4.3 (g) above herein and the applicable suitability requirements are met.

5.3. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

5.4. The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news market commentary or other information but not as part of its Services to the Client. Where it does so:

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

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

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

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

e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to 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 he will receive such information at the same time as other clients.

5.5. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

6. Platform

6.1. Subject to the Client's obligations under the Agreement being fulfilled, the Company hereby grants the Client a limited license, which is non-transferable, non-exclusive and fully recoverable, to use the Platform(s), the 'Software', (including the use of the Website and any associated downloadable software available from time to time) in order to place Orders in a particular Financial Instrument(s). The Company may use different Platforms depending on the Financial Instrument.

6.2. The Software, which may have been developed by a third party, is provided 'as is'. We will ensure, but cannot guarantee, that the Software supports data security protocols compatible with those used by Topline Limited. We also cannot guarantee that the Software is free of any errors or deficiencies.

6.3. The Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client, this will be done only in weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible.

6.4. We will, to a reasonable extent, maintain the Software and any other related systems up to date. We and/or any relevant third party may perform this maintenance from time to time which includes shutting down, restarting and/or refreshing the servers to ensure, or procure to ensure the effective and efficient operation of the Software. These actions may cause the Software to be inaccessible and/or inoperative for a period of time, therefore you accept that we will bear no responsibility for any loss, including financial loss and/or loss of opportunity due to maintenance and/or any action or omission of Topline and/or the third-party software provider.

6.5. We will endeavour to make the Software and any other systems available when required by you, but we cannot guarantee their continuous availability at all times for the following reasons, including but not limited to:

a) Failures and/or errors, including of technological nature such as failure with internet connectivity which may affect the access to the Software, which either you or we rely on;

b) Suspension of service availability due to maintenance, repairs, updates, developments and other issues outside of our control. We will exercise reasonable efforts to carry out such activities outside normal trading hours. Where this is not possible, we will endeavour, within reason, to provide you with prior notice.

6.6. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

6.7. The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet.

6.8. The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

6.9. The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).

6.10. Orders with the Company are placed on the Platform(s), with the use of Access Data through the Client's compatible personal computer connected to the internet. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) or via phone, without any further enquiry to the Client and any such Orders will be binding upon the Client.

7. Intellectual Property

7.1. The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights.

7.2. Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the Company's IP or Website or Platform(s).

7.3. It is understood that the Company may offer its Services under different trademarks and websites. The Company owns all the images displayed on its Website, the Platform(s) and downloadable software and material. The Client may not use these images in any way other than the manner which the Company provides them for.

7.4. The Client is permitted to store and print the information made available to him through the Company's Website or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the Company's express written consent.

8. Prohibited Actions

8.1. It is absolutely prohibited for the Client to take any of the following actions in relation to the Company's systems and/or Platform(s) and/or Client Account:

a) Use, without the prior and written consent of the Company, of any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s) and/or Client Account.

b) Intercept, monitor, damage or modify any communication which is not intended for him.

c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company.

d) Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.

e) Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s)to malfunction or stop their operation.

f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).

g) Any action that could potentially allow the irregular or unauthorised access or use of the Platform(s).

h) Employ trading strategies aimed at exploiting errors in prices and/or concluding transaction prices that are not representative of the market value.

8.2. Should the Company reasonably suspect that the Client has violated the terms of paragraph 8.1

of this Client Agreement, this shall be deemed as an Event of Default (as per paragraph 15.1) and the Company shall be entitled to take one or more of the counter measures of paragraph 15.2 of this Client Agreement.

9. Safety

9.1. The Client agrees to keep secret and not to disclose his Access Data or Client Account number to any third person.

9.2. The Client should not write down his Access Data. If the Client receives a written notification of his Access Data, he must destroy the notification immediately.

9.3. The Client agrees to notify the Company immediately if he knows or suspects that his Access Data or Client Account number have or may have been disclosed to any unauthorised person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data.

9.4. The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data or Client Account number.

9.5. The Client acknowledges that the Company bears no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data, Access Data and Client Account number when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

9.6. If the Company is informed from a reliable source that the Access Data or Client Account number of the Client may have been received by unauthorised third parties, the Company may, at its discretion without having an obligation to the Client, deactivate the Client Account.

9.7. Where you have not carried any activity and/or transactions for a period of time, as determined within reason by us, we reserve the right to carry out additional checks and/or request additional documentation from you before we allow you to resume any activity with us.

10. Placement and Execution of Orders

10.1. The Client may place Orders on the Platform(s) by using his Access Data issued by the Company for that purpose and provided all the Essential Details are given.

10.2. We will only accept instructions from you and/or your Authorised Representative pursuant to a duly executed ‘Power of Attorney’. For the avoidance of doubt, Authorised Representatives shall not be considered Clients of Topline Limited. However, we will consider any instructions from an Authorised Representative as coming directly from you, and we may act upon such

instructions without the need to confirm their authenticity or validity.

10.3. The Company will be entitled to rely and act on any Order given by using the Access Data without any further enquiry to the Client and any such Orders will be binding upon the Client.

10.4. The Client accepts that Company acts as principal and not as agent on the client's behalf for all trades in the instruments provided by the Company and, therefore, is the only execution venue of the clients' orders. All orders and trades entered through company's trading platforms are NOT executed on a Trading Venue (Regulated Market, Multilateral Trading Facility or on an Organised Trading Facility) but they are executed by the Company. Therefore, the Client may be exposed to greater risks than trading on a Trading Venue. Although we may transmit Client orders for execution to third-party liquidity providers through the Client Trading Platform. Furthermore, the Client is only able to close its open positions with the Company. Orders are executed according to the "Order Execution Policy", which are binding on the Client.

10.5. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

10.6. We will only accept instructions transmitted via durable means approved by us, including but not limited to the e-mail address with which your account was activated and under certain circumstances, as determined within reason by us, accept instructions via telephone or in person, provided that we are satisfied of your identity and of the clarity of the instructions. We will only accept orders transmitted via the Software. If, for any reason, you are unable to access the Software in order to transmit orders for the purposes of trading CFDs you may transmit orders by contacting the Brokerage Department by telephone in which case we need to be satisfied of your identity. Orders via telephone will be accepted only if in our official language (see section 20 below for more information). It should be noted that the Firm reserves the right to reject such verbal orders when the operator of the Brokerage Department is not satisfied with the Client's identity or clarity of the orders. The Client accepts that at times of excessive transaction flow there might be delay in connecting over the telephone with an operator of the Brokerage Department, especially when there are important market announcements.

10.7. Where information has not been transmitted to us via approved means, or where you have misinterpreted any instruction and/or information, it is your responsibility to make the necessary amendments and we will bear no responsibility for any loss, be it financial or of opportunity in connection to said instruction.

10.8. We bear no responsibility for any loss that arises as a result of delayed or unreceived communication sent by us to you.

10.9. You understand that time is important when trading on Leveraged Products, therefore you are responsible for ensuring that any communication in relation to your dealings with us is sent to

us on time.

10.10. You accept that we reserve the right to accept, either in part or in full, or reject, any instructions from you; and we may, in our sole discretion execute an instruction received from you without any further enquiry, unless we deem it necessary.

10.11. We may, at our discretion confirm any instructions received from you via any durable medium or telephone. However, you understand that you should not communicate with any of our employees, contractors or otherwise via any means or on any other equipment, which are not our equipment. For example, you should not communicate with any of our employees on his/her mobile phone or on any other personal account.

10.12. Where you have appointed an Authorised Representative to deal with us on your behalf, and you wish to cancel his/her appointment you must notify us in writing with 2 days' notice. Until we receive the said notice, any instructions we may receive from the Authorised Representative shall (a) be deemed valid, and (b) shall fully commit you.

10.13. Essential information concerning the execution of any order (among other information), can at all times, be obtained through the Software, trading platforms where you are able to download reports which document, in durable form, information including the execution and status of your order, as well as review the current and historic state of your trades and Account(s). You understand and agree that such reports are deemed to be reports provided by us to you in a durable medium. We might not provide you with statements of account in relation to the financial instruments traded through your Account(s) or the availability of your funds or any other detail in any other form other than what is stated above.

10.14. Except where the Software permits, all orders to trade on the financial instruments we offer are final and cannot be cancelled or deleted, unless we expressly agree to such cancellation or deletion and/or unless otherwise provided in any of our legal documentation.

10.15. Orders may be placed within the normal trading hours of the Company, available on its Website and/or the Platform, as amended from time to time.

11. Margin Requirements

11.1. The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

11.2. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Trading Size.

11.3. The Company has the right to change the Margin requirements, according to paragraphs 25.5 and 25.6 of this Client Agreement.

11.4. The Company does not have an obligation to make Margin Calls to the Client (indulging the situation when the Platform automatically warns the Client that it reached a specific percentage of the Margin in the Client Account). However, if the Company does make a Margin Call then the Client should take any or all of the three options, within a short time, to deal with the situation:

a) Limit his exposure (close trades); or

b) Hedge his positions (open counter positions to the ones he has right now) while re-evaluating the situation; or

c) Deposit more money in his Client Account.

d) Margin must be paid in monetary funds in the Currency of the Client Account.

e) The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

12. Settlement

12.1. Upon completing a Transaction:

12.1.1. You shall be liable for the Difference if the Transaction is:

a) A Sell, and the closing price of the Transaction is higher than the opening price of the Transaction; or

b) A Buy, and the closing price of the Transaction is lower than the opening price of the Transaction.

12.1.2. You shall receive the Difference if the Transaction:

a) A Sell, and the closing price of the Transaction is lower than the opening price of the Transaction; or

b) A Buy, and the closing price of the Transaction is higher than the opening price of the Transaction.

12.2. Unless we agree otherwise, all sums for which either Party is liable under paragraph 12.1 above are immediately payable upon closing of the Transaction. You hereby authorize us to debit or credit your Trading Account with the relevant sums at the closing of each Transaction. It is understood that once you place an Order, until such Order is executed, and the Transaction is closed, the Maintenance Margin shall not be used as collateral and hence shall be unavailable for withdrawal.

13. Decline of Client's Orders

13.1. Without prejudice to any other provisions herein in this Client Agreement and in Order Execution Policy, the Company is entitled, at any time and at its discretion, to restrict the Client's trading activity, to cancel Orders, refuse to execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:

a) Internet connection or communications are disrupted.

b) In consequence of request of regulatory or supervisory authorities of Seychelles or a court order or anti- fraud or anti-money laundering authorities.

c) Where the legality or genuineness of the Order is under doubt.

d) A Force Majeure Event has occurred.

e) In an Event of Default of the Client as defined in paragraph 15.1 of this Client Agreement.

f) The Company has sent a notice of Termination of the Agreement to the Client.

14. Understanding of Both Parties

14.1. We shall enter into transactions with you and conclude them in good faith.

14.2. You understand and accept that we will execute all your orders outside a Regulated Market, Multilateral Trading Facility or an Organised Trading Facility, (i.e. all Client orders will be executed over-the-counter). For more information, you should read the 'Order Execution Policy', as amended from time to time. By accepting this Client Agreement and placing any order with us you expressly provide your prior express consent before proceeding to execute your orders outside a trading venue. This consent is hereby provided in the form of a general agreement and not in respect of individual transactions.

14.3. We shall take all reasonable and necessary steps to ensure compliance with the applicable rules and regulations. Therefore, you agree to be bound by any decision we may make in order to comply with any rule, regulation or obligation of the Firm.

14.4. Where we provide you via our Website, the Software, with any links to other websites and/or resources from third parties, these links are provided for information only. We have no control over the content, quality or security of the information contained on those websites and/or resources, and therefore we cannot be made responsible for any losses that may arise from your use of these.

14.5. We take reasonable care in trying to ensure that any information and/or content, including third-party features on our Website, the Software and e-mail communications from us is

accurate and complete. However, some information may be provided 'as is' and on an 'if available' basis, and therefore we cannot give any warranties or representations (either expressed or implied), relating to the said features and any third-party information.

14.6. We reserve the right to amend the product specifications and conditions, as available from our Website from time to time, when we deem necessary. You shall ensure to remain updated with regards to our product specifications and conditions, as well as any other information which may be of your interest, and you shall take all necessary actions to safeguard your interest where you believe you may be affected in any way by any such amendments. You understand that you will continue to be bound by the Agreement in the event of any of these amendments taking place. However, nothing in this clause shall affect your right to terminate the Agreement, without any penalty whatsoever, subject to any existing obligations.

14.7. Further to the clause above, you understand that we may remove any of our products and/or cease providing you with the ability to place an order at any time. Where we have ceased to provide any product and you have a previously open position in that product, it is your responsibility to cancel and/or close such position, otherwise we will close the position at the last available price for the relevant instrument. You also understand that any open positions on CFDs with expiration date will be automatically closed at the end of the last trading day.

14.8. You understand that in order to provide you with our services, we may enter into agreements with external service providers for any activity and/or operation we may conduct. We will do so in accordance with the applicable rules.

14.9. Where your relationship with us is between one or more persons, for example through a joint account or a legal entity, all obligations and liabilities under the Agreement shall be joint and several. Any communication, including but not limited to notices and orders shall be considered as delivered to all persons that together constitute the Client.

14.10. We reserve the right to reverse any transactions which we deem to be contrary to your interest or ours, for any reason.

14.11. Where you are in breach (or we have reasonable grounds to believe you may be in breach) of any term contained in the Agreement, we reserve the right to temporarily or permanently suspend your access to the Software, your Account(s), and/or terminate the Agreement, and/or take any other actions as we may see fit in the circumstances.

15. Events of Default

15.1. Each of the following constitutes an "Event of Default":

a) The failure of the Client to perform any obligation due to the Company.

b) If an application is made in respect of the Client pursuant to the Seychelles Insolvency Act

2013 or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.

c) The Client is unable to pay the Client's debts when they fall due.

d) Where any representation or warranty made by the Client in paragraph 29 of this Client Agreement is or becomes untrue.

e) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.

f) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 15.2 of this Client Agreement.

g) An action set out in paragraph 15.2 of this Client Agreement is required by a competent regulatory authority or body or court.

h) The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.

i) The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Seychelles or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.

j) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.

k) The Company reasonably suspects that the Client performed a Prohibited Action as set out in paragraph 8.1 of this Client Agreement.

l) The Company reasonably suspects that the Client performed Abusive Trading as defined in Appendix 1 of this Client Agreement.

m) The Company reasonably suspects that the Client opened the Client Account fraudulently.

n) The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

o) The Client's IP sends massive requests on the server which may cause delays in the execution time.

15.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and

without prior Written Notice, take one or more of the following actions as appropriate:

a) Terminate this Agreement immediately without prior notice to the Client.

b) Cancel any Open Positions.

c) Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s).

d) Reject any Order of the Client.

e) Restrict the Client's trading activity

f) In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country or of the Payment Network / Institution or financial institution.

g) Cancel or reverse any profits or trading benefits through Abusive Trading. Losses resulting from Abusive Trading of the Client cannot be reversed. h) Take legal action for any losses suffered by the Company.

h) Block the IP address of the Client who sends massive requests on the server which may cause delays in the execution time.

16. Reporting and Trade Confirmations

16.1. Under Applicable Regulations, the Company shall provide the Client with reporting on his Orders. In order to comply with FSA regulatory framework in regards to Client reporting requirements, the Company will provide the Client with a continuous an online access to his Client Account via the Platform(s) used by the Client; the Client will be able to see in his Client Account the status of his Order, confirmation of execution of the Order as soon as possible (including the trading date, time, type of Order, venue identification, instrument identification, the buy/sell indicator, the nature of the Order, the unit quantity, total consideration, total sum of commissions and expenses, the Client's Counter party) his trading history, his Balance and other information. The Client has the right to ask the Company to send reports by email, fax or on paper by post.

16.2. If the Client has a reason to believe that the Confirmation is wrong or if the Client does not receive any Confirmation when he should, the Client shall contact the Company Ten Business Days from the date the Company of the Order was sent or ought to have been sent (in the event that a Conformation was not sent). If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.

16.3. The Client accepts that Topline, for the purpose of complying with FATCA and CRS shall have the right to request any information or documentation reasonably required and the Client

shall be obliged to provide the same to the Company immediately.

17. Client Money Handling Rules

17.1. We will promptly place the funds deposited from you into one or more segregated account(s) (denoted as 'clients' accounts') with reliable financial institutions, such as, a credit institution, bank, intermediate broker, settlement agent or OTC counterparty located within Seychelles and/or the EEA or in a third country. It is understood that we may keep merchant accounts in its name with payment services providers used to settle payment transactions. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for safekeeping of Client money but only to effect settlements of payment transactions.

17.2. According to Applicable Regulations, the Company shall exercise due skill, care and diligence in the selection and appointment and periodic review of the financial institution of paragraph 17.1 of this Client Agreement and the arrangements for holding of Client money. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect Client's right.

17.3. According to Applicable Regulations, for the purposes of safeguarding of Client money, the Company:

a) Shall keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients'; such records shall be accurate and correspond to the Client money;

b) Shall conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;

c) Shall at all times keep Client money segregated from the Company's own money;

d) Shall not use Client money in the course of its own business;

e) Shall take the necessary steps to ensure that Client money deposited with a financial institution (according to paragraph 17.1 of this Client Agreement) are held in an account(s) identified separately from any accounts used to hold funds of the Company;

f) Shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client money, as a result of misuse, fraud, poor administration, inadequate record keeping or negligence.

17.4. The Company has duty to and shall exercise due skill, care and diligence in the selection of the financial institution according to paragraph 17.2 of this Client Agreement. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client

as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.

17.5. Unless the Client has notified the Company in writing to the contrary. The financial institution (of paragraph 17.1 of this Client Agreement) where Client money will be held may be outside Seychelles. It is understood that the legal and regulatory regime applying to any such financial institution outside Seychelles will be different from that of Seychelles. Hence, in the event of the insolvency or any other equivalent failure or preceding of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in Seychelles.

17.6. The financial institution to which the Company will pass Client money (as per paragraph 17.1 of this Client Agreement) may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the financial institution is insufficient to satisfy the claims of the Client.

17.7. It is understood that the Company may hold Client money and the money of other clients in the same account (omnibus account).

17.8. The Company shall not pay to the Client any interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.

17.9. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

17.10. It is agreed that the Company shall have the right to transfer the Client Money to successors or assignees or transferees or buyers, with 3 (three) Business Days prior Written Notice to the Client for the purposes of paragraph 34.2 of this Client Agreement.

17.11. It is agreed that when opening a position, we have the right to transfer ownership of the amount equivalent to the Margin Requirement from your Account to us, which we will keep as a security in the event of a repayment obligation by you. Any Required Margin transferred shall be considered as our debt due to you and not as Client Money, therefore it will be returned to you on completion of your trade(s), subject to any repayment obligation by you. Irrespective of the above, note that the Balance, Equity, and free Margin of your Account(s) shall remain unaffected and you should be able to normally continue with your activity with us.

18. Client Accounts, Deposits and Withdrawals

18.1. The Company in its sole discretion, may not allow to the client have more than one account.

In case the Company allows the Client to open more than one account, then the Client Account type shall be communicated to the Client when the Client is accepted by the Company. It is agreed and understood that the Company may upgrade the Client Account or convert Client Account type if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client, unless the Parties agree otherwise.

18.2. It is agreed and understood that the Company reserves the right to offer different types of Client Accounts from time to time with different acceptance criteria, characteristics, or requirements, and which will be subject to change at the Company's discretion. Information on different types of Client Accounts appear on our Website or upon request.

18.3. The Client Account shall be activated upon the Client depositing the initial deposit. A minimum amount may be required for certain types of Client Accounts as determined and mended by the Company in its discretion from time to time.

18.4. The Client may deposit and withdraw funds into the Client Account at any time during the course of this Agreement. Deposits and Withdrawals will be made via the payment processing methods and in the currencies accepted by the Company from time to time. The detailed information about the processing options offered by the company can be found on the Company's website(s). The payment processing services for services purchased on the website and/or Platform are provided and processed by Topline Limited. Novera Topline Limited, a private company registered in Ireland under CRO No. 813036, is one of the Company's principal payment agents.

18.5. Any transfers shall only be effective after our systems have made the relevant credit or debit of the funds to the relevant Account(s), and whilst we will make all reasonable efforts to ensure any transfers are made effective in a timely manner, we cannot guarantee how long this process may take. We will not be liable for any delays or other losses that may arise if, for instance, you provided us with wrong or incomplete information.

18.6. Any funds transferred to us for the purposes of funding your Account shall be credited to the respective Client Account on the Value Date, net of any transfer fees or other charges imposed by the financial institution(s), or any intermediary involved in the process of sending or receiving the funds. We may, at our sole discretion and under no obligation, credit funds which are still in transfer before the Value Date to your Account. We shall not be held liable for any delay where the cause is outside of our control.

18.7. We shall add the funds to the respective Client Account only after we are satisfied, amongst other criteria, that the funds are being sent by the Client or an Authorised Representative from an a bank account or through other means that are linked to a bank account that is in the name, and that the funds do not breach any term contained within the Agreement and/or the law.

18.8. If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking

investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation, the Client shall have to provide the Company with the requested documents and certificates.

18.9. In the event of the client requesting a refund or proceeds from the closure of a trading position to be transferred to a third party account or any other account not linked to the account provided in the Agreement entered into, the Company has the obligation to legally verify the new account details provided and will have the right to "soft suspend" the account until the above banking details can be confirmed and verified in terms of KYC requirements.

18.10. Topline ensures that losses will not exceed the total available funds per Clients' trading account(s) (Negative Balance Protection).You have the right to withdraw any part of the funds equal to the free Margin available in your Account(s) to your Vault, subject to any applicable restrictions regarding its operation, and any other right or limitation on such withdrawal. We reserve the right to reject a withdrawal request in instances where we have reasonable grounds to believe that said instruction is being placed to abuse our Negative Balance Protection Policy ('NBP').

18.11. The Company shall make withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time. The Client shall receive a Withdrawal Transaction Receipt via email from the Company.

18.12. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount, if the following requirements are met:

a) The withdrawal instruction includes all required information;

b) The instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was originally deposited in the Client Account or at the Client's request to a bank account belonging to the Client;

c) The account where the transfer is to be made belongs to the Client;

d) At the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges; and

e) There is no Force Majeure event which prohibiting the Company from effecting the withdrawal.

18.13. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account in order to be satisfied that your dealings with us, including, but not limited to deposits and withdrawals are legitimate and/or for any other reason to comply with our regulatory obligations. You understand and

accept that under such circumstances there may be a delay with processing the transaction, and/or the transaction may be rejected. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds and resend them back to the sender.

18.14. Further, where we are not satisfied as to the above and reject an incoming transaction, we reserve the right to return the funds to the sender net of any transfer fees or charges which we may incur. Any refund will be sent to the same source from where the funds were received. We will only deviate from this policy where we believe, at our sole discretion, that this is necessary.

18.15. It is our policy to ensure that all withdrawals, either in part or in full of the funds you deposit with us is sent to the same source where the funds came from. Where we are unable to do so, for whatever reason, and subject to any restriction under the regulatory regime, we shall return the funds as requested in part or in full, net of any transfer fees, charges or other deductions incurred by us.

18.16. We reserve the right to accept or decline any funding and/or withdrawal request by you depending on the payment method you choose, and we may suggest you an alternative for your request.

18.17. Further, we reserve the right to decline any funding and/or withdrawal request where we believe that such request may lead to a breach of any legal and/or regulatory obligation. This includes instances where we are not satisfied with the documentation provided by you. In this case, we reserve the right to reverse the transaction in part or in full, net of any transfer fees, charges or other deductions incurred by us. You understand that there may be instances where we will be unable to provide you with an explanation as to why we cannot proceed with your request.

18.18. Where you hold several Accounts with us, and we reverse any transaction from you for any reason, we may merge your funds held in those Accounts, as described above.

18.19. You shall make any requests relating to the administration of your Account(s) via client portal.

18.20. We will take reasonable steps to ensure keeping you informed about the progress of any funding and/or withdrawal request, specifically in relation to processing times and any required documentation that if not in place may result in delays. Further information about the processing times can be found on our Website, however, this information is provided for indicative purposes only. You understand that there may be instances where we cannot guarantee these times because of events outside of our control.

18.21. Where you receive money from us by mistake, you agree to hold such amount of money in trust for the benefit of Topline Limited or the beneficial owner. In the event you use any funds sent to you by mistake, we will have a claim on those funds, together with any profit derived from the use of those funds, on behalf of the beneficial owner. In the same way,we shall not

compensate you for any losses incurred by you as a result of you using the said funds. The claim for the full amount shall remain.

18.22. Where we are required to do so by law and/or any applicable rules, we reserve the right to deduct any amount from your Account(s).

18.23. We reserve the right to set-off any liability of yours under the Agreement, whether present or future, liquidated or unliquidated. Where the liabilities to beset-off are expressed in different currencies, we may convert said liabilities at a market rate of exchange.

18.24. Where we net-off any amount due by deducting it from your Account(s), we will consider the obligation as satisfied and discharged. We reserve our rights on any obligation which cannot be considered satisfied.

18.25. If the Client is not using SEPA, then the transfer may be more than three (3) working days depending on the actual transfer method chosen by the Client.

18.26. It is agreed and understood that the Company may not accept third party or anonymous payments in the Client Account and will not make withdrawals to any other third party or anonymous account.

18.27. The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

18.28. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

18.29. The Client may send the request for internal transfer of funds to another Client Account held by him with the Company. Such internal transfers shall be subject to the Company's policy from time to time.

18.30. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer; the Company may be unable to correct the mistake and the Client may have to suffer the loss.

18.31. In addition to third party fees (as per paragraph 18.27 above), withdrawal fees may apply for processing purposes and the Client may find these on the Website.

18.32. All deposits and withdrawals made between Company and Client, and vis a vis, via the Company's merchant accounts and/or third-party payment processing providers, the Client will receive unique billing descriptor on their card statement from the bank, confirming the payment and which may include, but not limited to, the description "Topline Limited", branded website and Customer support service telephone number.

19. Lien

19.1. The Company shall have a general lien on all funds held by the Company or its Associates or its nominees on the Client's behalf, until the satisfaction of his obligations under this Agreement.

20. Netting and Set-Off

20.1. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set off and cancel each other.

20.2. If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

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

21. Company Fees

21.1. Prior to entering into any transaction with us via the Software or otherwise, please ensure you have considered any and all applicable charges such as Spread(s), Commissions and Swap(s), which are available on our Website. It is your responsibility to ask for further clarifications should you require so. Any applicable charges shall be instantly deducted from your Account(s).

21.2. Charges may not all be represented in monetary terms, but may also appear in other units such as pips, the value of which can vary depending on the instrument. You will be able to find the value of a pip across all of our instruments on our Website.

21.3. We reserve the right to change, from time to time, any of the charges applicable to your dealings with us. We will provide you with prior written notice where we deem the changes to be material, unless such change comes as a result of an unforeseen market circumstance, where we may notify you on or after the event. You will find the most up-to-date information about our charges on our Website.

21.4. In the event you are dissatisfied with any changes we may make to our charges, you may contact our Customer Support Department, and/or terminate the Agreement in accordance with the provisions contained here in.

21.5. For Swaps, depending on the position held and the prevailing interest rates of the currency pair involved in a transaction, your Account may be credited or debited with financing. The operation is conducted at 23:59 (Server Time) and the resulting amount is automatically

converted into your Balance Currency.

21.6. From Mondays to Thursdays (Server Time), Swaps are charged once for every business day, but on Fridays are charged three times the size in order to account for the weekend. Further information on Swaps can be found on our Website.

21.7. We charge our own interest rates, based on the overnight rate provided by our Liquidity Provider. We update our rates as often as we deem necessary.

21.8. For some payment methods, there are transaction fees. Where you engage in deposit and withdrawal activity without entering into any trading activity with us, we reserve the right to impose any fees or charges with regards to specific payment methods as we deem necessary. These fees are available on our website.

22. Language

22.1. 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 is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

23. Methods of Communications and Written Notices

23.1. Any notice, request or other communication to be given to the Company by the Client under the Agreement (other than placing Orders which are placed via the Platform) shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Seychelles , or airmail if posted outside Seychelles , or commercial courier service and shall be deemed delivered only when actually received by the Company at:

- Address: Office 17, Abis Centre, Providence Industrial Estate, Mahe, Seychelles.
- Email: info@xtrend.pro

23.2. To communicate with the Client, the Company may use any of the following methods: email, Platform's internal mail, facsimile transmission, telephone, post, commercial courier service, air mail or the Company's Website.

23.3. The following methods of communication are considered as Written Notice from the Company to the Client: email, Platform's internal mail, facsimile transmission, post, commercial courier service, air mail or the Company's Website.

23.4. The following methods of communication are considered as Written Notice from the Client to the Company: email, facsimile transmission, post, commercial courier service or air mail or commercial courier.

23.5. Without prejudice to paragraph 23.9 of this Client Agreement, any communications sent to either Party, as applicable, (documents, notices, confirmations, statements, reports etc.) are deemed received:

a) If sent by email, within one hour after emailing it and provided the email has left from the sender's outlook.

b) If sent by the Platform's internal mail, immediately after sending it.

c) If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine.

d) If sent by telephone, once the telephone conversation has been finished.

e) If sent by post, seven (7) calendar days after posting it.

f) If sent via commercial courier service, at the date of signing of the document on receipt of such notice.

g) If sent by air mail, eight (8) Business Days after the date of their dispatch.

h) If posted on the Company Web page, within one (1) hour after it has been posted.

23.6. In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated latter on, if applicable. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

23.7. Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute evidence.

23.8. The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours.

23.9. Any Written Notices sent to the Company shall have to be received within the working hours of the Company. Notwithstanding paragraph 23.5 of this Client Agreement, any Notices received outside the normal working hours shall be treated as being received the following Business Day.

23.10. You consent that where we provide you with information by means of a website, that information is not personally addressed to you. Yet, you specifically consent to the provision of information in that form and that this form is considered to being provided in a durable medium. Further, you agree that we provide you with information in other form other than on

paper (i.e. website, trading platforms and through other software) because this is appropriate in the context in which our business is being or will be carried out. By maintaining your account and/or by opening an account with us and placing a trade, you expressly consent to us sending this information to you in this format.

23.11. Any communication sent to you by Topline is intended to be received by you only. You are therefore responsible for keeping any information we send to you private and confidential.

23.12. We may communicate with you from time to time, and in accordance with the applicable rules on Client communications, about any business, marketing and/or promotional reasons.

23.13. We bear no responsibility for any loss that arises as a result of delayed or unreceived communication sent to you by us.

24. Personal Data, Confidentiality, Recording of Telephone Calls and Records

24.1. The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

24.2. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

24.3. The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

a) Where required by law or a court order by a competent Court.

b) Where requested by FSA or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients.

c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity.

d) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services.

e) To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to

which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company.

f) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well.

g) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement.

h) To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form.

i) To market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details the data will be provided.

j) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority.

k) At the Client's request or with the Client's consent.

l) To an Affiliate of the Company or any other company in the same group of the Company.

m) To successors or assignees or transferees or buyers, with three (3) Business Days prior Written Notice to the Client, and for the purposes of paragraph 34.2 of this Client Agreement.

n) Client Information is disclosed in relation to US taxpayers to the Seychelles n Revenue Services in Seychelles, which will in turn report this information to the IRS of the US according to the Foreign Account Tax Compliance Act (FATCA) of the USA and the relevant intergovernmental agreement between Seychelles and the US.

o) The Client accepts that Company, for the purpose of complying with FATCA and CRS, shall have the right to request any information or documentation reasonably required and the Client shall be obliged to provide the same to Company immediately.

24.4. If the Client is a natural person, the Company will use, store, process and handle personal information provided by the Client in connection with the provision of the Services, in accordance the Processing of Personal Data (Protection of the Individual) Law of 2001, its amendment (Law No. 37(I)/2003) and the Processing of Personal Data (Protection of Individual) Amending Law 2012 (Law. No. 105(I)/2012 and the Regulation of Electronic Communications Data Protection Act 1998 and DATA PROTECTION ACT, 2023. (Act 24 of 2023). and the Protection of Personal Information Act,2013, as amended from time to time. The Company is obliged to supply the Client, on request, with a copy of personal data which it holds

about the Client (if any), provided that the Client pays an administrative fee.

24.5. By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data outside the Seychelles Area, according to the provisions of Processing of Personal Data (Protection of the Individual) Law of 2001 and the Protection of Information Act, 2013 for the reasons specified in paragraph 24.3 of this Client Agreement.

24.6. Telephone conversations between the Client and the Company may be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of conversations so recorded.

24.7. The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client.

24.8. The Client accepts that the Company or any Affiliate of the Company or any other company in the same group of the Company may make contact with the Client, from time to time, by telephone, fax, email or post for marketing purposes to bring to the Client's attention products or services that may be of interest to him or to conduct market research. If the Client is a natural person such marketing communications will be made only with the Client's consent. Once such a consent is obtained the Client agrees to such communications and agrees that the Client will not consider such communication a breach of any of the Client's rights under any relevant data protection and/or privacy regulations. The Client may opt out of receiving such communications by sending Topline an e-mail to the Company's Customer Support Team

24.9. Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client, subject to a maximum of five (5) years.

24.10. By entering into this agreement, you acknowledge that you have read and understood the Company's Privacy Policy, see legal documents section of the website.

25. Amendments

25.1. The Company may unilaterally change any terms of this Client Agreement for any of the following reasons:

a) Where the Company reasonably considers that:

- The change would make the terms of the Client Agreement easier to understand; or
- The change would not be to the disadvantage of the Client.

b) To cover:

- The involvement of any service or facility the Company offers to the Client; or
- The introduction of a new service or facility or type of Client Account; or
- The replacement of an existing service or facility with a new one; or
- The withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.

c) To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in:

- The banking, investment or financial system;or
- Technology; or
- The systems or Platform used by the Company to run its business or offer the Services hereunder.

d) As a result of a request of FSA or of any other authority or as a result of change or expected change in Applicable Regulations.

e) Where the Company finds that any term in the Client Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Client Agreement to reflect the Applicable Regulations.

25.2. For any change in the Client Agreement, the Company shall provide the Client with advance Written Notice of at least three (3) Business Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations or a request of a supervisory body may, if necessary, take effect immediately. When the Company provides Written Notice, it shall tell the Client the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination and any applicable bank transfer fees that will occur for the withdrawal of funds.

25.3. In relation to Clients who are natural persons, for any change in the Client Agreement, where the Company elects to provide Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice.

25.4. Costs and Fees, the Company shall have the right to review its costs and various fees, from time to time. Such changes shall be effected on the Website and the Client is responsible to check for updates regularly. In the absence of a Force Majeure event, the Company shall be

providing the Client with notice on its Website of at least three (3) Business Days. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination and any applicable bank transfer fees that will occur for the withdrawal of funds.

25.5. Margin Requirements and Stop Out, unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements and the Stop Out Level, by providing at least three 3 Business Days' notice. Such changes shall be effected on the Website and /or the Platform and the Client is responsible to check for updates regularly. The Company has the right to apply new Margin requirements to both new and Open Positions.

25.6. The Company has the right to change Margin Requirements and the Stop Out Level without prior notice to the Client in the case of Force Majeure Event and especially when there are abnormal market conditions and high volatility. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

25.7. Swaps and Prices, the Company has the right to change the Swaps and Bid and Ask prices on the Platform without prior notice and the Client is responsible to check for updates regularly.

26. Termination and Results of Termination

26.1. Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement by giving at least five (5) Business Days Written Notice to the other Party.

26.2. We shall terminate the Agreement with immediate effect, notwithstanding any other action, in the event of:

a) A breach of any part of the Agreement by you;

b) Where we have reasonable grounds to believe that you have not acted in good faith, including, but not limited to where we determine that you have, willingly or not, abused our 'Negative Balance Protection' policy. This includes, but it is not limited to you hedging your exposure using multiple trading Accounts, whether under your same profile or in connection with another Client.

c) An issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up procedures involving you;

d) Your death or incapacity (please note that in the event of death, any funds available in your Account(s) shall form part of your estate);

e) A breach of any applicable law by you, including, but not limited to any applicable anti-money laundering laws and regulations;

f) You have acted contrary to our 'Order Execution Policy' or any other of our policies or procedures.

26.3. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions madehere under.

26.4. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

a) Once notice of termination of this Agreement is sent and before the termination date:

b) The Client will have an obligation close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions;

c) The Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);

d) The Company will be entitled to refuse to accept new Orders from the Client;

e) The Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

26.5. Upon Termination any or all the following may apply:

a) The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;

b) The Company has the right to close the Client Account(s);

c) The Company has the right to convert any currency;

d) Company has the right to close out the Client's Open Positions;

e) Company has the right to set-off, lien and equitable charges.

f) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable

and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse,at its discretion,to effect thirty party payments.

27. Force Majeure

27.1. Neither Party shall be liable for the non-performance or improper performance of its obligations under this Agreement, if such Party is prevented from or delayed by reason of occurrence of Force Majeure circumstances, including but not limited to the following:

a) Flood, earthquake or other natural disaster;

b) War, military actions, rebellion, civil disorder, strike;

c) Decisions by the legislative and/or other bodies of the Seychelles (including the Central Bank, the Financial Services Authority) and other countries, that makes it impossible for the Party to fulfil its obligations under the Agreement;

d) Discontinuance or suspension of the operation of any Market;

e) Failure of communication for any reason with Market makers, malfunctioning and/or nonoperation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Platform;

f) Other similar circumstances that are beyond the reasonable control of the affected Party that may occur after the conclusion of the Agreement;

g) Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self- regulating organizations, decisions of governing bodies of organized trading platforms;

h) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Company); and

i) There is extreme volatility in the Underlying Asset /Market.

27.2. For the avoidance of doubt, a Force Majeure Event is an event outside our control that, whilst it is reasonably likely to occur, or may be imminent, we cannot be expected to be prepared for, or we cannot prevent its occurrence.

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

a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.

b) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.

c) Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage.

d) Cancel any Client Orders.

e) Refuse to accept Orders from Clients.

f) Inactivate the Client Account.

g) Increase Margin requirements without notice.

h) Increase the Stop Out Level without notice.

i) Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate.

j) Increase Spreads.

k) Decrease Leverage.

27.4. We will exercise all necessary endeavours to resume the orderly provision of our services as soon as reasonably possible. Where this is not possible at all, we will inform you of the necessary actions to be taken in order to protect your interests and ours, where possible.

27.5. Where we are unable to perform any of our obligations to you under the Agreement due to a Force Majeure Event, we will not have breached the Agreement.

28. Limitations of Liability and Indemnity

28.1. Company gives no warranty as to the performance and/or profitability of the Client's trading decisions.

28.2. The Company shall not be liable for any act or omission or for the solvency of any bank, Execution Venue or liquidity provider or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.

28.3. The Company shall not be liable for any loss suffered by the Client in connection with the Services it provides to the Client under this Agreement unless such loss arises directly from

the gross negligence or fraud of the Company.

28.4. It is provided that the Company shall not be liable to the Client or any other person for any consequential, circumstantial, special or indirect damages (including without prejudice to the generality of the aforementioned, loss of profit, loss of opportunity, commercial losses and damages) which are incurred by the Client in connection with this Agreement.

28.5. Subject to the terms of this Agreement and Applicable Regulation, the Client agrees that the Company's maximum aggregate liability to the Client whether in contract, tort (including negligence) or otherwise shall not exceed the higher of the amount that would be recoverable by the Company under the Company's professional indemnity insurance if the Client's claim had been satisfied in full (less any amount, other than any excess payable by the Company under the terms of such insurance, that the Company is unable to recover through no fault of the Company).

28.6. The Client agrees with the Company (for the Company's own benefit and for the benefit of any person who is or was a member, director, consultant or employee of the Company (each a 'Connected Person') that the Company shall alone be liable to the Client and that no Connected Person (such as director, employee or affiliate) will be personally liable to the Client (whether in contract, tort including negligence or otherwise).

28.7. Save in cases of gross negligence or fraud on the part of the Company, the Client shall indemnify and keep indemnified the Company and/or its directors and/or its employees and/or its representatives for any claim by third parties and/or for any loss, liability, costs or expenses which the Company or any third party may have incurred or paid in respect of any act or omission of the Client and/or its Authorised Representative / Attorney and/or due to the performance of the Agreement and/or the provision of any Services and/or the liquidation of any Financial Instruments of the Client in settlement of any claims of the Company.

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

a) Any error or failure or interruption or disconnection in the operation of the Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

b) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control.

c) The acts, omissions or negligence of any third party.

d) Any person obtaining the Client's Access Data that the Company has issued to the Client prior

to the Client's reporting to the Company of the misuse of his Access Data.

e) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

f) Any of the risks of the Risks Disclosure and Warnings Notice materializes.

g) Currency risk materializes.

h) Any changes in the rates of tax.

i) The occurrence of Slippage.

j) The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders.

k) Under abnormal Market Conditions.

l) Any acts or omissions (including negligence and fraud) of the Client and/or his Authorized Representative.

m) For the Client's or his Authorised Representative's trading decisions.

n) All Orders given through and under the Client's Access Data.

o) The contents, correctness, accuracy and completeness of any communication spread by the use of the Platform(s).

28.9. In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.

29. Representations and Warranties

29.1. Client represents and warrants to the Company the following:

a) The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him.

b) The Client is of sound mind and capable of taking decisions for his own actions.

c) There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.

d) All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.

e) The Client is aware of any requirements and implications, including, limited to any restrictions or reporting requirements set in the Client's local jurisdiction as a result of entering into the Agreement. Company is not liable for any requirements imposed by Client's local authorities, Client undertakes to comply with applicable requirements. Exchange control restriction that maybe applicable to client

f) The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP, Platform and Website only for the benefit of his Client Account and not on behalf of any other person.

g) The Client is duly authorised to enter into the Agreement, to give Orders and to perform its obligations hereunder.

h) The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorised to do so.

i) The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received.

j) The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic. And we are not responsible for any damages or losses which may arise in the event of inaccurate information given.

k) The Client has read and fully understood the terms of the Agreement including the information in the Appendices.

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

m) The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that the Client has not disclosed this already in the Account Opening Application Form, he will inform the Company as soonas possible will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person.

n) The Client has read and understands the Risks Disclosure and Warnings Notice.

o) The Client consents to the provision of the information of the Agreement by means of a Website or email.

p) The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, Policies and information about the nature and risks of investments by posting such information on the Website or email. Should the Client wish, he may request for these to be sent by post or facsimile. In furtherance of the foregoing, if you breach any warranty or representation made under this Agreement, we reserve the right to close any orders or trades placed, and/or lose or freeze your trading account. You will also be required to fully indemnify us due to any contraventions by you of Applicable Law not limited to any loss suffered or damage caused as a consequence of breach of client representation and warranty.

30. Complaints and Disputes

30.1. If the Client wishes to report a complaint, he must send an email to the Company with the completed "Complaints Form" found on the Website. The Company will try to resolve it without undue delay and according to the Company's Complaints Handling Policy for Clients, which can be found on the Company's Website – Legal Documents section.

30.2. If a situation arises which is not expressly covered by this Agreement, the Parties agree 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.

30.3. The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

31. Applicable and Governing Law and Applicable Regulations

31.1. If a settlement is not reached by the means described in paragraph 30.1 of this Client Agreement, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Seychelles.

31.2. This Agreement is governed by the Laws of Seychelles

31.3. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Seychelles Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

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

32. Severability

32.1. 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 Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforce ability 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.

33. Non-Exercise of Rights

33.1. Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its failure to exercise any or part of any of right or remedy to which that Party is entitled under this Agreement, shall not constitute an implied waiver thereof.

34. Assignment

34.1. The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing three (3) Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

34.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 34.1 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing 3 (13) Business Days prior Written Notice to the Client.

34.3. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

35. Introducer

35.1. In cases where the Client is introduced to the Company through a third person such as a

business introducer or associate or affiliate ("Introducer"), the Client acknowledges that the Company is not bound by any separate agreements entered into between the Client and the Introducer. It is also made clear that the Introducers are not authorised by us to bind the Company in any way, to offer credit in our name, to offer guarantees against losses, to offer investment services or legal, investment or tax advice in our name or collect your money.

35.2. The Client acknowledges that the Company shall pay the Introducer with inducements for the introduction of Clients, calculated on the revenue generated from the Company. More details on such inducements will be disclosed to the Client upon request.

36. Inducements

36.1. Should the Company pay or receive any fees or inducements other than to the Introducers as per paragraph 35.2 of this Client Agreement, it shall notify the Client according to Applicable Regulations.

37. Conflicts of Interest

37.1. A conflict of interest may arise when our interests compete or interfere or appear to compete or interfere with your interests under the Agreement. You understand and agree that such circumstances may arise, and where they do, we will make our best endeavours to mitigate them.

37.2. We are required by law to take all reasonable steps to identify and manage any potential or actual conflicts of interest between:

a) Us and any Affiliate Entity or third-party

b) Us and you

c) You and any other client

37.3. Our procedures in place regarding how we manage potential conflicts of interest can be found on our 'Conflicts of Interest Policy', available on our Website.

37.4. Where any conflicts of interest cannot be mitigated effectively, we will disclose the general nature and/or sources of such conflicts in our 'Conflicts of Interest Policy'.

38. Authorised Representative

38.1. The Company may in certain cases accept an Authorized Representative on behalf of the Client to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided the Client notifies the Company in writing of the appointment of

an Authorized Representative, submits the relevant documentation (such as Power of Attorney and KYC documents) and this person is approved by the Company fulfilling all of the Company specifications for this.

38.2. Unless the Company receives a written notification from the Client for the termination of the authorisation of Authorized Representative, the Company, without prejudice to paragraph 38.4 herein below, has the right to continue accepting Orders and/ or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such orders as valid and committing to him.

38.3. The written notification for the termination of the authorization of the Authorized Representative has to be received by the Company with at least five Business Days' notice prior the termination of the authorization date.

38.4. The Company has the right (but NOT an obligation to the Client) to refuse to accept Orders and/ or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:

a) If the Company reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such;

b) An Event of Default occurred;

c) In order for the Company to ensure compliance with the relevant market rules and or practices, Applicable Regulations or other applicable laws; or

d) In order to protect the interest of the Client.

39. Multiple Account Holders

39.1. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which 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.

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

40. Client Loyalty Benefits

40.1. Any Loyalty benefits or similar benefits provided by the Company from time to time shall be

governed by their terms and conditions, see Website or Trading Platform for details of terms and conditions.

40.2. The Client has the right and not an obligation to accept a Loyalty Benefits or similar benefits.

40.3. Should the Client abuse any Loyalty Benefits, the Company shall have the right to cancel the Loyalty Benefit and the trading profits generated from the Loyalty Benefit.

41. Taxes

41.1. It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports 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 his trading activity with the Company hereunder. It is possible that other costs, including taxes, relating to transactions carried out on the Platform may arise for which the Client is liable and which are neither paid via us nor imposed by the Company. Without derogating from the Client's sole and entire responsibility to account for tax due, it is agreed that the Company may deduct tax, as may be required by the applicable law, with respect to the Client's trading activity on the Platform. The Client is aware that the Company has a right of set- off against any amounts in the Client Account with respect to such tax deductions, and hereby authorizes the Company to withdraw amounts from the Client Account with which to pay such taxes. The Client shall have no claim against the Company with regard to such deductions. The Client further agrees that such deductions may mean that the Margin Requirements are not met.

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

42. Currency Conversion

42.1. For any conversion required to be effected from one currency to another for effecting any transaction or act by the Company pursuant to this Agreement, the Company is entitled to debit the Client Account with the equivalent amount of the transaction in the currency of the Client Account. In addition, any deposit in foreign currency to the Client Account, shall be converted into the currency of the Client Account.

42.2. The Client acknowledges and agrees that the Client shall undertake all risks deriving from any such conversion and in particular, without prejudice to the generality of the above, the risk of loss which may be incurred as a result of fluctuations in exchange rates.

Appendix 1 - Interpretation of Terms

In this Client Agreement:

"**Abnormal Market Conditions**" shall mean conditions contrary to Normal Markets Conditions

e.g. when there is low liquidity in the market or rapid price movements in the market or Price Gaps.

"**Abusive Trading**" shall include any of the following actions such as, but not limited to scalping; Sniping; Pip hunting; placing "buy stop" or "sell stop" Orders prior to the release of financial data and news related to the Underlying Market/Asset; arbitrage; manipulations; a combination of faster/slower feeds; abuse of the cancelation of trades feature available on the Platform; use (without the prior and written consent of the Company) of any robots, spiders or other automated data entry system with the Platform (unless you receive express written consent by the Company prior to activating the robot) or use of any software, which applies artificial intelligence analysis to the Platform(s) and/or Client Account; entering into transactions or combinations of transactions (voluntarily and/or involuntarily) such as holding long and short positions in the same or similar Underlying Assets at similar times either by the Client or by the Client acting in concert with others, possibly with connected accounts, including (but not limited to) between accounts held with different entities within the Company, which taken together or separately are for the purpose of manipulating the Platform for gain. Abusive Trading constitutes an event of Default giving the Company the right to take action under paragraph 15.2 of this Client Agreement.

"**Access Data**" shall mean the Login User name and Password of the Client, which are required so as to have access on and use the Platform(s) any other secret codes issued by the Company to the Client to allow him place Orders.

"**Account Opening Application Form**" shall mean the application form/questionnaire completed by the Client in order to apply for the Company's Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification and due diligence, his categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

"**Affiliate**" shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

"**Applicable Regulations**" shall mean (a) FSA regulatory framework or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations of Seychelles.

"**Ask**" shall mean the higher price in a Quote at which the price the Client may buy.

"**Authorised Representative**" shall mean the person of paragraph 38.1 of this Client Agreement.

"**Balance**" is the sum of net deposits to client's trading account plus realized profit and loss minus commissions plus/minus swap fees.

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

"**Bid**" shall mean the lower price in a Quote at which the Client may sell.

"**Business Day**" shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Seychelles or international holidays to be announced on the Company's Website.

"**Client Account**" shall mean the unique personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money. It is understood that the Company may use the term Trading Account or Account on its Website or communications, which shall mean your Client Account.

"**Closed Position**" shall mean the opposite of an Open Position.

"**Completed Transaction**" in a CFD shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

"**Company Services**" shall mean the services as mention under clause 5 of this Client Agreement.

"**Contract for Differences**" ("**CFD**") shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument.

"**Contract Specifications**" shall mean the principal trading terms in CFD (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc.) for each type of CFD as determined by the Company from time to time. The Contract Specifications appear on the Website.

"**CRS**" shall mean the Common Reporting Standard.

"**Currency of the Client Account**" shall mean the currency that the Client Account as offered by the Company from time to time.

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

"**FSA**" shall mean the Financial Services Authority, which is the Company's supervisory authority.

"**FSA regulatory framework**" shall mean the Rules, Directives, Regulations, Guidance notes, opinions or recommendations of FSA.

"**Dealing on own account**" means trading against proprietary capital resulting in the conclusion of transactions in one or more financial instruments; the terms «trade on own account" or "trading on own account" shall have a similar interpretation;

"**Electronic Communications**" shall mean any type of electronic communication such as video conferencing, email, Bloomberg mail, SMS, business to business devices, chat, instant messaging and mobile device applications (list is not exhaustive).

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

"**Essential Details**" shall mean the required details in order for the Company to be able to place the Order for example but not limited to the type of Underlying Asset, Direction (Buy/or Sell), Opening price, closing price, style of the Order, the volume, if the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit etc.

"**Error Quotes**" are rates received which are transmitted to the Client's Terminal due to a system of technical error.

"**Error Quote (Spike)**" shall mean an Error Quote with the following characteristics:

a) A significant Price Gap; and

b) In a short period of time the price rebounds with a Price Gap; and

c) Before it appears there have been no rapid price movements; and

d) Before and immediately after it appears that no important macroeconomic indicators and corporate reports are released; and

e) A significant variance from marketing pricing

"Topline" has the right to delete an Error Quote (Spike) from the Server's Quotes Base.

"**Event of Default**" shall have the meaning given in paragraph 15.1 of this Client Agreement.

"**Expert Advisor**" shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.

"**FATCA**" shall mean the Foreign Account Tax Compliance Act.

"**Financial Instrument**" shall mean (1) Transferable securities; (2) Money-market instruments; (3) Units in collective investment undertakings; (4) Options, futures, swaps, forward rate agreements

and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash; (5) Options, futures, swaps, forwards and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event; (6) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market, a MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled; (7) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point 6) of this Part and not being for commercial purposes, which have the characteristics of other derivative financial instruments; (8) Derivative instruments for the transfer of credit risk; (9) Financial contracts for differences; (10) Options, futures, swaps, forward-rate agreements and any other derivative contracts relating to climatic variables, freight rates or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF. It is understood that the Company does not necessarily offer all the Financial Instruments which appear on its CIF license but only those marketed on its Website, from time to time.

"**Floating Profit/Loss**" in a CFD shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

"**Force Majeure Event**" shall have the meaning as set out in paragraph 27.1 of this Client Agreement.

"**Free Margin**" shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Margin Requirement [Free margin = Equity- Margin Requirement].

"**Hedged Margin**" for CFD trading shall mean the necessary margin required by the Company so as to open and maintain Matched Positions.

"**Initial Margin**" for CFD trading shall mean the necessary margin required by the Company so as to open a position.

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

"**Instrument**" shall mean any Currency Pair, Precious Metal, Stock CFD, Energy.

"**Introducer**" shall have the meaning as set put in paragraph 35.1 of this Client Agreement.

"**Investment Services**" shall mean the Investment Services under the Company's license which can be found in the document "Company Information".

"**Law**" shall mean the Financial Advisory and Intermediary Services Act, 2002 (Act No. 37 of 2002) as amended from time to time.

"**Leverage**" is the ratio showing by how many times the purchasing power of deposit is increased.

E.g., a leverage of 1:50, means that for a $1,000 deposit you can open trades worth maximum of $50,000 (1000 x 50).

"**Long Position**" for CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

"**Lot**" shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

"Lot Size" shall mean the number Underlying Assets in one Lot in a CFD.

"**Month**" shall mean 30 calendar days.

"**Margin Call**" shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain open positions.

"**Margin Level**" for CFD trading shall mean the percentage of Equity to Margin Requirement ratio. It is calculated as: Margin Level = (Equity / Necessary Margin) x 100%.

"**Margin Requirement**" is the amount of money based on the margin rate needed to open a position, to the actual market exposure of that position.

"**Margin Trading**" means that the client can trade amounts significantly higher than his deposit.

"**Open Position**" shall mean any open option contract (call and / or put) which has not been closed. In relation to CFD trading this may be a Long Position or a Short Position which is not a Completed Transaction.

"**Order**" shall mean an instruction from the Client to trade in CFDs as the case may be.

"**OTC**" or "**Over-the Counter**" security shall mean a security traded in some context other than on a formal exchange. OTC occurs with commodities, Financial Instruments (including stocks) and derivatives of such products.

"**Personal Data**" shall mean any information relating to an identified or identifiable natural person such as a name, an identification document and number, location data, electronic and telephone communications, financial information, trading and non-trading activity and history or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"**Parties**" shall mean the parties to this Client Agreement – i.e. the Company and the Client.

"**Platform**" shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

"**Pending Order**" shall mean an instruction from the Customer to the Company to open a position once the price has reached the level of the Order.

"**Politically Exposed Persons**" shall mean:

a) Natural persons who are or have been entrusted with prominent public functions, which means: heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high- level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés d' affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year in any country, such persons shall not be considered a Politically Exposed Person.

b) The immediate family members of such persons as set out under definition A, which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.

c) Persons known to be close associates of such persons as set out under definition A, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A.

"Price Level" for CFD trading shall mean the price indicated in the Order.

"**Principal**": Topline acts as Principal when it is the sole execution venue with respect to the execution of Client orders; "Principal" may refer to "Risk-Less" Principal.

"**Prohibited Action**" shall mean an action of the Client as defined under paragraph 8.1 of this Client Agreement. A Prohibited Action constitutes an event of Default giving the Company the right to take action under paragraph 15.2 of this Client Agreement.

"**Quote**" shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

"**Quote Currency**" shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

"**Required Margin**" shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

"**Risk-less Principal**": Where Company acts as Risk-less Principal when it receives a Client order for execution and immediately executes an identical order in the market, while taking on the role of Principal, in order to fill the Client's order.

"**Topline**" shall mean Topline Limited, registered in Seychelles and regulated by FSA under the license number SD106.

"**Scalping**" shall mean the form of trading strategy through which the Client performs and/or tries to perform numerous transactions within a very short time (for example up to two minutes) or buying at Bid price and selling at Ask price, so as to gain the Bid/Ask difference.

"**Services**" shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 4.3 of this Client Agreement.

"**Segregated Account**" shall mean a client bank account as defined by and held in accordance with the Applicable Regulations.

"**Short Position**" for CFD trading shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

"**Slippage**" shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

"**Sniping**" shall mean executing trading strategies with the objective or as a result of exploiting misquotation(s). Misquotations may occur as a result of the highly automated nature of offering tradable prices on the Platform.

"**Social Trade Services**" means the Social Trade Services offered by the Company to a Client from time to time and as stated under clause 5 of this Client Agreement and the 'Social Trading Feature Terms and Conditions' available on the Company's website.

"**Spread**" for CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

"**Swap or Rollover**" for CFD trading shall mean the interest added or deducted for holding a position open overnight.

"**Trading Account**" shall mean the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform.

"**Trailing Stop**" in CFD trading shall mean a stop-loss order set at a percentage level below the market price - for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

"**Transaction**" shall mean transaction of the Client in a CFD.

"**Transaction Size**" for CFD trading shall mean Lot Size multiplied by number of Lots.

"**Underlying Asset**" shall mean the object or underlying asset in a CFD which may be Currency Pairs, Metals, Stock Indices, Commodities, Metals, Stocks, Futures or as determined by the Company from time to time and made available on its Website.

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

"**Website**" shall mean the Company's websites (www.xtrend.pro) or such other website as the Company may maintain from time to time.

"**Written Notice**" shall have the meaning set out in paragraphs 23.3 and 23.4 of this Client Agreement.

I. All references to a statutory provision include references to:

a) Any statutory modification, consolidation or re-enactment of it, whether before or after the date of this Agreement, for the time being in force;

b) All statutory instruments or orders made pursuant to it; and

c) Any statutory provision of which that statutory provision is a re-enactment or modification.

II. Words denoting the singular shall import the plural and vice versa. Words denoting the masculine shall denote the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

III. Paragraph headings are for ease of reference only.

IV. Any reference to any act or regulation or Law shall be that act or regulation or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a reenactment, replacement or modification.