



CLIENT AGREEMENT — TERMS AND CONDITIONS

Born2trade Ltd (Mauritius)

www.born2trade.com



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Definitions

For the purposes of this Agreement, the following terms shall have the meanings set out below. Additional definitions may be included within the body of this Agreement where necessary:

- **Abusive Trading** – has the meaning given in clause 11.1.
- **Account** – any trading account opened by the Client with the Company, including Real Accounts and Demo Accounts.
- **Account Type** – a category of trading account offered by the Company (currently Standard, RAW and Dynamic), each with the characteristics published in the Contract Specifications and on the Company's website. The RAW account was previously named the ECN account; any reference to an ECN account means the RAW account.
- **Personal area (or Client area)** – the secure online portal provided by the Company through which Clients may manage their account(s), access statements, submit requests, and communicate with the Company.
- **Complaints Register** – the internal log where the Company records all complaints from receipt to resolution, including dates, nature of complaint, investigation steps, and final outcome.
- **Contract Specifications** – the trading conditions for each Financial Product and Account Type (including leverage, margin, margin call and stop-out levels, spreads, commissions, swaps and trading hours) published on the Company's website and displayed in the trading platform.
- **Demo Account** – a simulation trading account provided for practice and educational purposes, without the use of real funds.
- **Hedged Margin** – the amount of margin required to maintain Hedged Positions, which may be reduced or set to zero by the Company at its discretion.
- **Electronic Instruction** – any instruction, order, or request submitted electronically through the Electronic Trading Services using the Client's Security Data.
- **Electronic Trading Services (or Trading Platform)** – the Company's proprietary or third-party platforms (including MetaTrader 5) through which Clients may transmit orders, access account details, and receive market data.
- **Financial Product** – any contract for difference (CFD) or other derivative instrument offered by the Company, including CFDs on currency pairs (Forex), metals, indices, commodities, shares and cryptocurrencies.
- **Fully Hedged Position** – a Hedged Position where the quantity of the long position equals the quantity of the short position, resulting in a complete offset of exposure.
- **Hedged Position** – an Open Position that offsets another Open Position in the same Financial Product but in the opposite direction (e.g., one long and one short position in the same instrument).
- **Linked Accounts** – has the meaning given in clause 11.4.
- **Manifest Error** – an obvious and significant mistake in pricing, execution, or other terms of a Transaction or Open Position that is reasonably identifiable as such by the Company (see Section 10).
- **Negative Balance Protection** – the Company's commitment that a Client engaged in genuine trading cannot lose more than the funds held in the relevant trading account, on any Account Type, under which any negative balance resulting from trading is reset to zero, as described in Section 3.10.



- **Offset** – the Company’s right to combine or offset balances across multiple accounts held by the Client (including joint accounts) or by Linked Accounts to meet amounts owed to the Company, including a negative balance resulting from abuse, as described in clause 3.10(d) and Section 11.
- **Open Position** – any Transaction that has been executed but not yet closed in whole or in part.
- **Order** – any instruction placed by the Client to enter into, modify, or close a Transaction through the Company’s trading platforms.
- **Order Execution Policy** – the Company’s policy describing how Orders are received, executed, and handled, as published on the Company’s website.
- **Partially Hedged Position** – a Hedged Position where the quantity of the long position does not equal the quantity of the short position, resulting in only a partial offset of exposure.
- **Partner Agreement** – the agreement governing referral, affiliate, or introducing broker relationships referenced in clause 1.9 of this Agreement.
- **Private Client** – a retail (non-professional) client. All individual Clients are treated as Private Clients unless the Company has agreed in writing to treat them otherwise.
- **Promotional Benefit** – any bonus, credit, incentive, rebate, or similar benefit granted at the Company’s discretion in accordance with clause 1.10 of this Agreement and the terms of the relevant promotion published on the Company’s website.
- **Real Account** – a live-money trading account through which the Client executes real Transactions with deposited funds.
- **Security Data** – any usernames, passwords, access codes, or other security credentials issued by the Company for use of Electronic Trading Services.
- **Spread** – the difference between the bid and ask prices quoted by the Company for a particular Financial Product.
- **Swap-Free Instrument** – a financial instrument offered without overnight swap charges, subject to conditions described in Section 12.
- **Transaction** – any purchase, sale, or other trade executed by the Client using the Company’s services in relation to Financial Products.
- **Working Hours** – the Company department operating hours during which deposit, withdrawal, and certain other requests are processed.

1. General Provisions

1.1. This Client Agreement (the “Agreement”) is entered into between Born2trade Ltd (the “Company”), a company incorporated in the Republic of Mauritius (Registration No. 214572 GBC, BRN C24214572) and authorised and regulated by the Financial Services Commission (FSC) of Mauritius as an Investment Dealer under the Securities Act 2005 and the Securities (Licensing) Rules 2007, licence number GB24203511, and any individual or legal entity that opens or maintains a trading account with the Company (the “Client”). Individuals under the age of 18 and stateless persons are not eligible to enter into this Agreement. The place of performance of this Agreement and the services provided hereunder shall be deemed to be the Company’s place of incorporation – Mauritius.

1.2. This Agreement sets out the mutual rights and obligations of the Parties in relation to transactions involving contracts for financial instruments, executed in accordance with the terms of this Agreement.

1.3. The Client acknowledges that the Company provides services strictly on an execution-only basis. The Client shall not be entitled to request or rely upon the Company for investment recommendations, trading advice, or any other form of guidance intended to influence trading decisions.

1.4. Each Client is permitted to register only one Personal area.

1.5. A Client may open up to two (2) trading accounts per account type. The Company reserves the right, at its sole discretion, to limit or refuse the opening of additional accounts where the Client already maintains one or more active accounts.

1.6. The Company reserves the right to restrict or block access to the Personal area if the Client is found to be in breach of clauses 1.4 or 1.5 of this Agreement.

1.7. The Company may, at its discretion, publish market commentary, research, news, or other analytical information on its official website. Such information is provided solely for general informational purposes and shall under no circumstances be considered as investment advice. The Company shall not be liable for any losses, damages, or missed opportunities arising from the Client's reliance on such information.

1.8. This Agreement shall be deemed binding upon the Client once the Company accepts the Client's application and opens a trading account in their name.

1.9. The Company may provide benefits or incentives to the Client and/or third parties in accordance with its Partner Agreement. The applicable terms and conditions of such arrangements are available on the Company's official website.

1.10. Promotional Benefits remain the property of the Company and are subject to the terms of the relevant promotion published on the Company's website. The Company may refuse, amend, reduce or remove a Promotional Benefit, in whole or in part, where it believes that a Client or a group of Clients is using it abusively rather than for genuine trading, in the case of a Manifest Error, or where the Company considers it necessary for economic or commercial reasons, in each case as set out in the terms of the relevant promotion. Profits already credited to the Client's balance and Negative Balance Protection are not affected, except in cases of abuse.

1.11. The official language of all Company documents and communications is English. Any translations into other languages are provided for convenience only. In the event of inconsistency, the English version shall prevail.

1.12. The Parties confirm that nothing in this Agreement conflicts with their respective rights, obligations, or any other contractual or statutory arrangements with third parties.

1.13. This Agreement, together with the Order Execution Policy, Risk Disclosure Notice, Conflicts of Interest Policy, Complaints Handling Policy, Privacy Policy, the terms of any promotion in which the Client participates (where applicable), and the Contract Specifications, forms the entire agreement between the Client and the Company. In case of conflict, this Agreement prevails, unless the specific document expressly states otherwise.

1.14. The Born2trade brand is used by more than one group entity. The Client's contracting entity is the entity named in this Agreement and indicated during registration. Only the legal documents of that entity, as published on the Company's website under Documents & Policies, apply to the Client.

2. Opening of a Trading Account

2.1. The opening of a trading account with the Company constitutes full and unconditional acceptance of this Agreement, together with all other legal documents and disclosures made available to the Client during the registration process or on the Company's official website.

2.2. When completing the registration form, the Client must select an account type, trading platform, and account currency from the options provided by the Company. The Client acknowledges that available options may vary and are subject to change at the Company's discretion.

2.3. The Company reserves the right to decline an application for account opening, or to suspend or close an existing account, if the information provided during registration is found to be false, misleading, incomplete, or unverifiable.

2.4. The Client is solely responsible for the accuracy and authenticity of all information and documents submitted. If the Company has reasonable doubts regarding the validity of any documentation, it may verify such information with the issuing authorities, including law enforcement agencies. Where forgery or misrepresentation is identified, the Client may be subject to civil or criminal liability under the laws of the relevant jurisdiction.

2.5. The Company shall provide the Client with an accurate history of transactions executed through the trading platform, accessible via the Client's terminal or Secure Personal area, for the period required by applicable regulation.

2.6. Clients who are residents or citizens of the European Union (EU), the European Economic Area (EEA), or the United Kingdom (UK) acknowledge that opening an account with the Company is undertaken solely at their own exclusive initiative. The Client confirms that they understand the legal and regulatory implications of engaging with a third country firm and accepts that the protections afforded under EU/EEA/UK financial services legislation may not apply.

2.7. The Company may, at its sole discretion, refuse to open or continue to maintain any account that is linked to, or appears to facilitate, third-party arrangements, including but not limited to money pooling, portfolio management schemes, proprietary trading firms ("prop trading"), or any other activity where trading is carried out for or on behalf of third parties.

2.8. Trading accounts with the Company may only be opened and maintained through the Company's official website or designated applications. The Client acknowledges that any account opened through unauthorised channels shall be deemed invalid, and the Company bears no liability for any consequences arising therefrom.

2.9. As part of the account opening process, the Client is required to complete the Company's onboarding form, which includes the provision of Know Your Customer ("KYC") information, tax residency details, and investor profile data. The Client acknowledges that the submission of accurate and complete information is mandatory for the establishment of a trading relationship with the Company.

2.10. Following the completion of the onboarding form, the Client must upload valid proof of identity and any other documentation requested by the Company. Acceptable forms of identification include a national identity card, passport, driver's license (where applicable), or residence permit (where applicable). In addition to proof of identity, the Client must also provide a valid proof of residence issued within the last ninety (90) days. Acceptable documents include, but are not limited to, a recent utility bill, bank or credit card statement, fixed-line telephone or internet bill, or a government-issued residence certificate.

The Company accepts only clear, full-colour copies of all identification and residence documents. Documents that are cropped, blurred, manipulated, or submitted in black-and-white will be rejected at the Company's sole discretion.

All documents submitted will be reviewed through the electronic verification tools utilised by the Company. Such processing is carried out in accordance with the Company's Privacy Policy, applicable data protection laws, and industry-standard security controls.

2.11. The verification procedure may take up to forty-eight (48) hours from the time all required documents have been submitted. Where additional due diligence is deemed necessary, at the Company's sole discretion and in accordance with applicable anti-money laundering ("AML") and counter-terrorist financing ("CTF") guidelines, the Client may be required to provide supplementary documentation or respond to further questions. The Company reserves the right to delay, suspend, or reject the account opening request pending the satisfactory completion of all due diligence checks.

2.12 Corporate Account Applications

2.12.1 In the case of corporate, institutional, or other non-natural-person account applications, all obligations described in Clauses 2.1 to 2.11 shall apply, insofar as they are relevant. In addition, the Client acknowledges that the verification requirements for corporate entities are determined by applicable anti-money laundering ("AML") and counter-terrorist financing ("CTF") laws and regulations governing legal entities, and that enhanced documentation may be required.

2.12.2 The Company shall require the legal entity to submit corporate documentation sufficient to establish its legal existence, ownership structure, management control, and the identity of all natural persons who ultimately own or control the entity ("Ultimate Beneficial Owners" or "UBOs"). The Client agrees to provide all such documentation upon request and understands that failure to do so may result in delays, suspension of the application, or refusal of account opening.

2.12.3 The Company may, at its sole discretion and in accordance with AML/CTF obligations, request additional documentation, clarifications, or updated records at any time. The Client acknowledges that until verification is completed to the Company's satisfaction, account activation, trading access, deposits, withdrawals, or other services will be restricted.

3. The Procedure of Mutual Settlements

3.1. Deposits into and withdrawals from a trading account may only be made in the base currency of that account, using the payment methods made available by the Company. Deposit and withdrawal services are available only to Clients whose identities and accounts have been fully verified.

3.2. The Client may withdraw funds from their trading account in an amount not exceeding the available balance at the time of the withdrawal request, subject to the limits, procedures, and anti-money laundering requirements set out in the withdrawal procedure published on the Company's website.

3.3. Withdrawal requests are processed on business days during the operating hours of the Company's relevant department (from 06:00 to 16:00 UTC). Processing times may vary depending on payment service providers, banking institutions, or other external factors beyond the Company's control. In some special cases, including but not limited to compliance reviews and unresolved trade investigations, the withdrawal processing timeline may be extended for up to five (5) business days or until the matter has been fully clarified.

3.4. If, due to technical, operational, or other reasons, the Company credits the Client with funds in excess of the requested withdrawal amount, the Client must immediately return the excess funds to the Company. The Company reserves the right to reverse such transactions without prior notice.

3.5. The Company may refuse to process transactions or restrict the use of a client's account where it reasonably suspects misuse of funds, including but not limited to attempts to convert cash assets or engage in unlawful activity.

3.6. The Client acknowledges that the execution of trades requires unconditional acceptance of the Company's Order Execution Policy.



3.7. Corporate Actions

- a) Instruments traded through the Company's platforms may be affected by corporate events initiated by the issuer of the underlying securities, including but not limited to stock splits, reverse stock splits, rights issues, mergers, acquisitions, takeovers, or dividend distributions.
- b) In the case of a long position held on the ex-dividend date, the Client's account will be credited with an amount equal to the dividend. In the case of a short position, an equivalent amount will be debited.
- c) Where corporate events other than cash dividends occur, the Company may, at its sole discretion, close open positions in the affected instruments at the last available market price.
- d) If the Client maintains a short position on the ex-dividend date and does not have sufficient free equity to cover the debit, the Company may close open positions to cover the adjustment.
- e) The Client accepts that monitoring corporate actions, including ex-dividend dates, is solely their responsibility. The Company is under no obligation to notify the Client of such events.
- f) Dividends and other distributions may be received net of applicable taxes, as the Company may hold instruments in pooled accounts. The Client accepts that withholding rates applied may differ from those available if the instruments were held in the Client's own name.

3.8. The Client acknowledges that the prices of over-the-counter (OTC) instruments offered by the Company may differ from quotes published by other brokers or from prices on regulated markets for the same underlying asset.

3.9. Certain instruments may, from time to time, be unavailable for short selling, either temporarily or permanently, at the Company's discretion.

3.10. Margin Call, Stop Out and Negative Balance Protection

- a) Margin monitoring functionality is provided to all Clients. Where account equity falls below 100% of the required margin, the account enters margin call mode. If margin level falls to or below 50%, the Company will begin closing open positions automatically, starting with the most unprofitable, at prevailing market prices. Different margin call and stop-out levels may apply to a specific Account Type where so stated in the Contract Specifications, in which case those levels prevail.
- b) Negative Balance Protection is guaranteed to all Clients engaged in genuine trading, on all Account Types. Where the balance of a Client's trading account becomes negative as a result of trading, the Company will reset that balance to zero at no cost to the Client, normally within one (1) business day of the account being closed out. A Client's maximum loss in a trading account is therefore limited to the funds held in that trading account. Negative Balance Protection applies per trading account.
- c) The only exception is abuse. Negative Balance Protection does not apply to a Client, or a group of Clients, where the negative balance results from:
 - Abusive Trading, the use of Linked Accounts, or any other practice described in Section 11, including hedging or offsetting positions across the Client's accounts, Linked Accounts or different clients of the Company (opposite positions held only with another broker are not, by themselves, Abusive Trading); or
 - payment abuse, including a chargeback or recall of deposited funds.
- d) In the cases listed in clause 3.10(c), the negative balance is a debt owed by the Client to the Company, and the Company may recover it from the Client or set it off against any balance in other accounts of the



Client or of Linked Accounts. Fees, commissions and charges that are not trading losses are not covered by Negative Balance Protection.

e) Clients are expected to maintain appropriate margin levels at all times as their primary method of risk management.

4. Responsibilities and Duties of the Parties

4.1. The Company bears no responsibility for any unauthorised use of the Client's login credentials or passwords for accessing its services. If the Client suspects unauthorised access to their Personal area or trading platforms, they must notify the Company immediately through any available communication channel. Upon receipt of such notification, the Company will block the Client's Personal area until the matter has been investigated and clarified.

4.2. The Client remains solely responsible for all transactions executed in their trading account, whether or not authorised by them, until the Company has been duly notified of any unauthorised use in accordance with clause 4.1.

4.3. The Client undertakes to refrain from engaging in any transaction that violates applicable laws, regulations, rules, or recognized norms of conduct.

4.4. The Company does not target and does not provide services to residents or citizens of any country where such distribution or use of its services would contravene any local law or regulatory requirement, including the United States of America, Canada, Iran, North Korea (DPRK), Russia, Belarus and any country subject to international sanctions. EU/EEA/UK clients can be onboarded only on a clear reverse solicitation basis, confirmed by the Client prior to registration. The Company does not onboard residents of sanctioned countries.

4.5 EU/EEA/UK Citizens/Residents Important Information

Residents of the European Union (EU), European Economic Area (EEA), and the United Kingdom (UK) may engage with the Company strictly at their own exclusive initiative, in accordance with Article 42 of MiFID II (Directive 2014/65/EU) and applicable UK legislation, including the Financial Services and Markets Act 2000 and FCA rules.

Before opening an account, Clients must review and accept the risks and limitations associated with trading through a third country (non-EU/UK) firm by completing and submitting the EU/EEA/UK Investor Declaration, which is presented during registration and published at born2trade.com/about/documents.

Clients are strongly advised to seek independent advice if any aspects of the declaration or associated risks are unclear.

4.6. The Company may at any time require the Client to complete verification procedures by submitting identification and other supporting documents. This includes the right to verify payment details used for deposits or withdrawals in the Client's Personal area.

4.7. If the Client's registration information (including, but not limited to, name, residential address, or contact number) changes after account opening, the Client is obliged to notify the Company and submit a request to update such information without delay.

4.8. The Client shall deposit only funds of legitimate and verifiable origin. Where the Company receives a chargeback claim, fraud notification, or other information indicating that funds may have originated from suspicious or unlawful sources, the Company may block the Client's Personal area and trading account until the matter is resolved. In such cases, open positions may be closed by the Company without prior notice.

4.9. The Client acknowledges and agrees that the Company may disclose their data and documents to law enforcement authorities, financial institutions, regulators, or other counterparties upon official request, in compliance with applicable laws and regulations, including anti-money laundering and counter-terrorist financing obligations.

4.10. The Company reserves the right to block the Client's account, along with any funds held therein, where the Client is suspected of violating clause 4.6 or 4.8 or where an official request is received from law enforcement authorities. The Company may suspend access to the Personal area and trading account until the circumstances have been clarified and may close any open positions without prior notice.

4.11. If the Client is found to be in breach of clauses 4.3 or 4.6 of this Agreement, the Company may cancel transactions executed by the Client and/or request additional documentation to clarify the situation.

4.12. The Company reserves the right to designate transactions on the trading server as "non-market" where there are objective reasons to believe that they do not reflect genuine market activity.

4.13. The Client must not engage in profit-making strategies that exploit technical vulnerabilities in the Company's quoting systems, trading software, or hardware. Such conduct constitutes Abusive Trading under Section 11. The Company reserves the right, at its sole discretion, to revoke, amend, or cancel any transactions that it reasonably determines were executed in violation of this clause.

4.14. All information published on the Company's website is provided for informational and illustrative purposes only. The Company accepts no liability for Client activity or inactivity arising from reliance on such information.

4.15. The Company reserves the right to amend this Agreement. Any amendments will take effect five (5) business days after notice of the changes is published on the Company's website or otherwise communicated to the Client, including by email, unless a change is required sooner by law or regulation. The Company further reserves the right to amend trading conditions, including spreads, swaps, commissions, margin requirements, leverage and dividend adjustments listed in the contract specifications, without prior notice where this is required by market conditions, liquidity providers or risk management; in other cases the Company will give notice where reasonably practicable. A change that reduces or removes Negative Balance Protection will not take effect earlier than ten (10) business days after notice.

4.16. The Client may terminate this Agreement at any time by submitting written notice to the Company.

4.17. The Company may terminate this Agreement by providing at least five (5) business days' written notice to the Client, or with immediate effect where the Client is in breach of this Agreement, engages in Abusive Trading, fails to complete due diligence, or where termination is required by law or by a competent authority.

4.18. Termination of this Agreement does not relieve either Party of any obligations accrued prior to the effective date of termination, including settlement of outstanding financial obligations.

4.19. The Company is not a tax agent and bears no responsibility for reporting or paying taxes on behalf of the Client. The Client is solely responsible for complying with the tax laws applicable in their jurisdiction.

4.20. The Company provides only the services explicitly listed on its official website born2trade.com. If the Client receives an offer of services not mentioned on the official website, they must immediately notify the Company in writing, providing all available details of the offer and the persons involved. The Company bears no responsibility for consequences resulting from unauthorised third-party activities, including but not limited to portfolio management, investment advice, or similar services.



5. Client Money and Asset Handling Policy

5.1 The Client may deposit funds into and withdraw funds from their trading account only through the payment methods made available in their Personal area or on the Company's trading platforms.

5.2 Payment for services shall be deemed completed once the relevant funds are credited to the Company's account.

5.3 Segregation and Use of Client Funds

5.3.1 The Company maintains all Client funds in segregated accounts, held separately from the Company's operational funds, in accordance with applicable laws and regulatory standards, including the client money requirements of the FSC. These accounts are maintained with reputable financial institutions and are clearly identified as client money accounts to ensure that they are not used for any purpose other than those specified in this Agreement.

5.3.2 The Company implements segregation across multiple banking institutions to enhance security and manage concentration risk. Client funds are pooled within designated client accounts, and individual Client entitlements are recorded and reconciled daily to ensure accuracy and full traceability.

5.3.3 While Client funds are segregated from the Company's own assets, the Client acknowledges and agrees that, in the normal course of business, the Company may place a portion of Client funds with liquidity providers, counterparties, or clearing institutions for the purpose of hedging, margin coverage, or risk management. Such arrangements are conducted solely to facilitate the execution and settlement of Client trades and to maintain effective market exposure control.

5.3.4 In such cases, transfers are strictly limited to covering Client trading activity, including the hedging of Client positions. Client funds remain the property of the Clients at all times. The Company performs daily or regular reconciliations to ensure that all Client balances are accurately aligned with the corresponding amounts held with liquidity providers.

5.3.5 The Company ensures that any third party to whom Client funds are transferred is duly authorized and regulated in a recognized jurisdiction and that adequate safeguards are maintained to protect Client interests. However, the Client acknowledges that, in certain circumstances, such funds may not enjoy the same level of protection as those held in the Company's domestic bank accounts. The Company shall not be liable for any losses arising from the insolvency, default, or failure of such third parties, provided that the Company has exercised due care and diligence in selecting and monitoring them.

5.3.6 The Company shall not use Client funds for hedging the Company's own proprietary positions, meeting its business obligations, or for any purposes unrelated to the facilitation, settlement, or risk management of Client transactions.

5.3.7 Clear disclosures regarding the segregation and potential use of Client funds for hedging purposes are provided in these Terms and Conditions and in the Company's Risk Disclosure Notice.

5.3.8 The Company conducts daily internal reconciliations of all Client money accounts, including any funds transferred to liquidity providers for hedging purposes, to ensure compliance with segregation requirements. Any discrepancies identified are investigated immediately and corrected without delay.

5.3.9 Interest or other earnings, if any, on Client funds accrue to the Company unless otherwise required by law. Promotional Benefits credited to a trading account are not Client funds.

5.4 The Company may refuse to accept deposits or process withdrawals that originate from third parties. In such cases, the Company may request supporting documentation to verify the transfer. Until the matter is



resolved, the Company may block the Client's Personal area and suspend trading activity. If the Client fails to provide the requested documents, the Company will return the funds through an available method, and the Client shall bear all costs associated with the transfer. The Company will not compensate for any losses resulting from forced position closures during such investigations. Any profits accrued before the funds are debited shall be cancelled, and any losses shall be deducted from the refunded amount. The use of anonymous or unverified bank cards is strictly prohibited. The Company reserves the right to terminate its relationship with the Client in cases involving third-party deposits.

5.5 The Company shall not be liable for any trading losses that result from delays in the processing of deposits. The Client remains solely responsible for ensuring that sufficient funds are available in their account at all times to meet margin requirements and should not rely on last-minute deposits to maintain open positions.

5.6 Where funds are deposited in a currency other than the base currency of the account, the Company shall convert the amount at its internal exchange rate applicable at the time of processing.

5.7 If a deposit is made but not credited to the Client's account, the Client must notify the Company and provide transfer details. Deposits of this nature will be processed manually once the Company confirms receipt of funds.

5.8 Source of Funds (SOF) and Source of Wealth (SOW) Requirements

As part of the Company's obligations under applicable anti-money laundering ("AML") and counter-terrorist financing ("CTF") legislation, the Company may request documentation evidencing the lawful Source of Funds ("SOF") and, where applicable, Source of Wealth ("SOW"). The Client acknowledges and agrees that, upon request, they will fully cooperate with the Company and promptly provide all required documents and information.

5.8.1 Deposits exceeding USD 5,000 or deposits that appear inconsistent with the Client's declared financial profile may trigger an obligation to submit SOF documentation. Acceptable documents include, but are not limited to:

- Recent bank statements evidencing available funds and transaction history;
- Payslips, employment contracts, or pension statements;
- Proof of business ownership and financial statements;
- Sale agreements, inheritance documents, or investment portfolio statements;
- A declaration of overall net worth and summary of asset holdings.

5.8.2 In addition, the Client acknowledges that the Company conducts ongoing monitoring of account activity as required by AML/CTF regulations. Situations that may lead to a request for SOF and/or SOW documentation include, but are not limited to:

- Deposits that are unusually large or inconsistent with the Client's typical activity;
- Cumulative deposits that appear disproportionate to the Client's declared income or financial profile;
- Multiple smaller deposits made through different payment instruments or wallets;
- Repeated failed or declined deposit attempts;
- Alerts, irregularities, or notifications from payment processors or banking partners;
- Frequent patterns of depositing and withdrawing funds with minimal or no trading activity.

5.8.3 Where such activity is identified, the Company may require the Client to provide additional documentation or explanations to verify the lawful origin of the funds. Until satisfactory evidence is provided,

the Company may, at its sole discretion, delay, restrict, or refuse transactions, including deposits, withdrawals, or trading activity, in accordance with applicable AML/CTF regulations.

5.9 If the trading activity on a Client's account is deemed insufficient relative to deposit levels, the Company may, at its discretion, restrict withdrawals to the original funding source. Where withdrawal through the original method is not possible, the Company may charge the Client for any processing costs incurred in relation to the initial deposit.

5.10 The Client is solely responsible for the accuracy of payment details provided in withdrawal requests.

5.11 The Company may reject a withdrawal request where the withdrawal method or details differ from the original payment details used to fund the account.

5.12 The Company may extend deposit or withdrawal processing times if a payment method is temporarily unavailable due to technical, operational, regulatory, or force majeure reasons. In such cases, the Client may cancel the request and submit a new one using an alternative method available in the Personal area.

5.13 The Company may request verification of any additional payment details not previously used by the Client.

5.14 The Company reserves the right to refuse withdrawals where third-party payment details are provided.

5.15 The Company reserves the right to revoke any commission reimbursements offered in respect of payment processing fees and to allocate such costs entirely to the Client.

5.16 Withdrawal Fees and Free Funds Withdrawal Promotion:

5.16.1 All withdrawals are subject to a transparent processing fee. The applicable fees for each payment method are clearly stated on the Company's official website under the Deposits & Withdrawals section. The Company reserves the right to amend these fees at any time without prior notice. It is the Client's responsibility to remain informed of any updates published on the website.

5.16.2 The Company operates a Free Funds Withdrawal Promotion available to all Clients. Under this promotion, each Client is entitled to submit one (1) withdrawal request per calendar month, on the first business day of the month, without any processing fees.

5.16.3 Should the first day of a given month fall on a weekend or public holiday, the promotion shall apply on the next available business day. The promotion period is valid from 00:01 until 23:59 (GMT+2/GMT+3, depending on daylight savings) of the applicable business day. Withdrawal requests submitted within this timeframe will be processed without processing fees.

5.16.4 The Company shall cover the processing fees for withdrawal requests that form part of the promotion; however, any charges imposed by payment providers, intermediary banks, networks, or the Client's bank are beyond the Company's control. The Company accepts no responsibility or liability for such external fees.

5.16.5 The Company reserves the right, at its sole discretion, to exclude any Client from participation in this promotion if it deems such action necessary, without obligation to provide justification.

5.17 Whenever realised or unrealised profits or losses, commissions, interest charges, swaps, brokerage, or other fees are denominated in a currency different from the account's base currency, the Company shall convert these amounts at its applicable internal exchange rate. The Company may apply a markup of up to 1% on the FX spot rate. Conversion rates applied will be reflected in position details and account statements.



6. Complaints and Disputes

6.1 If the Client believes that the Company has breached the terms of this Agreement, they have the right to submit a formal complaint.

6.2 Complaints must be submitted in accordance with the Company's official Complaints Handling Policy, which is available on the Company's website.

6.3 The Company will only review complaints related to real trading accounts. Complaints concerning demo accounts will not be considered.

6.4 When submitting a complaint, the Client must include at minimum:

- (a) the Client's full name or, if the account is held by a legal entity, the institution's name;
- (b) the Client's login ID for the trading platform;
- (c) the ticket numbers of the disputed orders or positions, where the complaint concerns trades;
- (d) a clear description of the dispute and, where possible, the provisions of this Agreement the Client considers relevant.

6.5 Complaints must be written in a professional manner. Complaints containing offensive, abusive, or inappropriate language will not be accepted.

6.6 Complaints will not be accepted in the following circumstances:

- (a) where the requirements of clauses 6.3 and 6.4 have not been met;
- (b) where the Client has not disputed transactions contained in the daily trading statement within five (5) business days of receipt;
- (c) where the complaint is based on differences between the Company's quotes and those of other brokers, exchanges, or data sources;
- (d) where the complaint arises from poor or absent communication on the Client's side, and there is no server log confirming an attempted order;
- (e) where the complaint seeks compensation for unrealized profits;
- (f) where the complaint seeks compensation for moral or non-financial damages;
- (g) where the disputed transactions relate to positions closed following instructions from law enforcement authorities or payment providers;
- (h) where the complaint concerns profits or losses on positions closed by the Company after the Client reported unauthorised access to their account.

6.7 The Company's decision on a complaint will be based primarily on information contained in its server log files.

6.8 Where the Client uses a VPS service, they bear sole responsibility for any financial losses arising from technical malfunctions of that VPS. The Company accepts no liability for such consequences.

6.9 The Client must ensure that the frequency of order submissions from their trading terminal does not overload the Company's servers or impair the execution of other clients' orders.

6.9.1 The Company may suspend the processing of orders from the Client's account if the Client persistently or significantly breaches clause 6.9.

6.10 If the Client is dissatisfied with the Company's final response to their complaint, they may escalate it to the Office of the Financial Services Ombudsperson (FSO), Mauritius, which is the statutory body established to resolve financial services disputes. Complaints can also be lodged directly with the Financial Services Commission (FSC), Mauritius, the regulator overseeing the Company's licensed activities.

6.11 The Company will acknowledge a formal complaint within five (5) business days and provide a final written response within thirty (30) business days of receipt, or will inform the Client of the reasons for any delay, as set out in the Complaints Handling Policy.

7. Governing Law and Jurisdiction

7.1 In the event of a dispute between the Client and the Company, the Client agrees to first follow the dispute resolution procedure outlined in Section 6 of this Agreement and the Company's Complaints Handling Policy. Only after those procedures have been fully exhausted may the Client pursue further remedies.

7.2 The relationship between the Company and the Client — including but not limited to any order, instruction, transaction, or interpretation of this Agreement — shall be governed, construed, and enforced exclusively in accordance with the laws of Mauritius.

7.3 The Client agrees that:

(a) the courts of Mauritius shall have exclusive jurisdiction over any disputes arising from or related to the relationship between the Client and the Company, including any order, transaction, instruction, or the Client Agreement, without prejudice to the Company's right to bring proceedings in any other competent jurisdiction to recover amounts owed to it;

(b) before initiating any legal proceedings in Mauritius, the Client must first comply with the pre-trial dispute resolution process set out in Section 6 of this Agreement, including, where applicable, referral to the Office of the Financial Services Ombudsperson.

7.4 Class and Collective Action Waiver

To the maximum extent permitted by applicable law, any dispute, claim, or controversy arising out of or in connection with this Agreement, the Client's trading account, or the services provided by the Company shall be resolved solely on an individual basis. The Client expressly waives any right to:

- participate in or initiate any class, collective, representative, or mass action;
- act as a private attorney general;
- consolidate claims with those of other clients or third parties.

Unless otherwise agreed in writing, no arbitration, litigation, or other proceedings will be joined or consolidated with any other matter involving any other customer or third party.

8. Dealings Between the Company and the Client

8.1 The Company will act as principal in all transactions with the Client and not as agent on the Client's behalf. The Company may hedge its exposure to client positions with liquidity providers, as described in the Order Execution Policy.

8.2 Each transaction entered into shall be between the Client and the Company as principals. The Client will be directly and personally responsible for fulfilling all obligations arising from such transactions, regardless of whether dealings occur directly with the Company or through an agent. Unless otherwise agreed in writing, the Company shall not recognize or accept any undisclosed third party as a Client.

8.3 Dealings between the Client and the Company will be conducted strictly on an execution-only basis, unless otherwise explicitly agreed in writing.

8.4 Unless expressly provided in this Agreement, the Company is under no obligation:

- (a) to assess the suitability of any transaction for the Client;
- (b) to monitor or advise the Client on the status of any transaction;
- (c) to issue margin calls; or
- (d) to close out any open position of the Client.

8.5 The Client shall not request investment advice, recommendations, or opinions from the Company regarding any transaction. The Company may, at its sole discretion, provide factual information regarding the procedures or risks of a transaction or general market information. Such information shall not constitute investment advice or a recommendation and must not be relied upon as such.

8.6 The Client acknowledges and agrees that

- (a) any information provided by the Company does not take into account the Client's objectives, financial situation, or needs;
- (b) any communication from the Company does not amount to a recommendation; and
- (c) prior to entering any transaction, the Client must ensure they fully understand the risks involved.

8.7 The Client agrees to rely exclusively on their own judgment when opening, closing, or refraining from transactions with the Company.

8.8 Except in cases of fraud, willful default, or negligence, the Company shall not be liable for any loss (including indirect, consequential, or opportunity losses) incurred by the Client as a result of reliance on information, advice, or statements provided by the Company.

8.9 Subject to the Company's rights under this Agreement to void or close out transactions, any transaction executed by the Client shall remain valid and binding, even if entered following an error or inaccurate information.

8.10 The Client acknowledges that information displayed in the contract specifications or on the Company's website may be indicative only and subject to change. The most accurate details will be those displayed in the Client's account on the trading platform, which prevail in case of any discrepancy.

8.11 The Company reserves the right to require the Client to reimburse any stamp duty or similar taxes arising from changes in law. The Company may also charge for the provision of market data, whether raw or derived, but will notify the Client in advance if such charges are applied.

8.12 The Company offers different account types, each with specific characteristics published in the Contract Specifications, including maximum leverage, commissions and margin call and stop-out levels. Eligibility for certain account types may depend on the Client's experience and knowledge. The Company reserves the right to reclassify or convert a Client's account type if, acting reasonably, it determines a different account type is more suitable.

8.13 From time to time, the Company may introduce new services or financial products. Such services or products may be subject to additional or special conditions.

8.14 The Company strongly recommends that Clients first open and use a demo account to familiarize themselves with the trading platform before engaging in live trading.

8.15 The Company's electronic trading platforms may include but are not limited to:

- (a) MetaTrader 5, developed by MetaQuotes Ltd.; and
- (b) any other trading platforms offered by the Company.

As these platforms are provided by third-party vendors, the Company relies on such vendors for system updates, functionality, and maintenance.

8.16 The Company may exercise discretions under this Agreement which can affect the Client's transactions. The Client has no right to direct how the Company exercises such discretion. However, the Company will act reasonably and in accordance with applicable regulatory obligations when exercising its discretion.

9. Electronic Trading Services

9.1 The Client represents and warrants that they are familiar with all applicable laws, regulations, and requirements governing the use of electronic trading platforms and services (hereinafter "Electronic Trading Services"). The Client further undertakes to comply at all times with this Agreement and with all such requirements in the course of using the Company's Electronic Trading Services.

9.2 This section governs the Client's use of any Electronic Trading Service or related information service provided by the Company, whether directly or through third parties. Such services may include, without limitation:

- (a) placing or cancelling orders and transmitting other instructions;
- (b) obtaining price quotations, availability, or valuations of financial instruments;
- (c) receiving market data, reports, or other information relating to financial products;
- (d) accessing account balances, trading history, and confirmations of executed transactions.

9.3 The Company has no obligation to accept, execute, or cancel any order transmitted through an Electronic Trading Service. The Company bears no responsibility for instructions that are incomplete, inaccurate, delayed, or not received. Transactions will be executed strictly on the basis of instructions actually received by the Company.

9.4 The Client authorises the Company to act on any electronic instruction submitted through the Electronic Trading Service using the Client's security credentials ("Security Data"), whether or not such instruction was authorised by the Client.

9.5 Unless otherwise agreed in writing, once received, an electronic instruction may not be amended or revoked. The Client is solely responsible for the authenticity, accuracy, and completeness of all instructions sent through the Electronic Trading Service.

9.6 The Company may, at its sole discretion and without prior notice, suspend, restrict, or terminate the Client's access to any or all Electronic Trading Services. The Company may also vary the scope, composition, or limits of such services at any time, including setting thresholds on trading activity, where it deems necessary to protect orderly market operations or comply with applicable regulations.

9.7 All prices displayed on the Electronic Trading Service are indicative only and may change at any time. Final execution prices will reflect the prevailing market conditions at the time the order is processed.

9.8 Expert Advisors (EAs), algorithmic and other automated trading tools may be used on the Company's trading platforms without prior consent, subject to clause 9.9 and Section 11. Direct connections such as FIX API, and any high-frequency or mass order-entry systems, may only be used with the Company's prior

written consent. Where electronic communications are established through protocols such as FIX API, the Client must adhere to the Company's published rules of engagement and is responsible for testing such integrations prior to live use.

9.9 The Client accepts responsibility for monitoring the performance and limitations of any automated trading system or software used. If the system generates excessive or disruptive message traffic ("Hyperactivity"), the Company reserves the right to disable or suspend the Client's trading account without liability for losses or foregone profits.

9.10 Electronic Trading Services may be proprietary platforms provided by the Company or third-party platforms (such as MetaTrader 5). Where access is granted, the Client is provided with a non-exclusive, revocable, and non-transferable license to use the platform strictly for personal trading purposes in accordance with this Agreement.

9.11 All intellectual property rights in the Electronic Trading Services, including software, systems, and market data, remain the exclusive property of the Company or its licensors. The Client acquires no ownership rights by using these services and must not sell, lease, distribute, or disclose any part of the system to third parties.

9.12 The Client must take reasonable steps to ensure that no viruses, worms, software bombs, or similar harmful code are introduced through their use of the Electronic Trading Services. The Client must keep their Security Data strictly confidential and must notify the Company immediately in the event of unauthorised access or suspected compromise.

9.13 The Client acknowledges that electronic systems are subject to risks including latency, interruptions, errors, failures of hardware, software, or communication links, and market delays. The Company shall not be liable for losses arising from such events, including delays in the processing, execution, or cancellation of orders.

9.14 The Client is responsible for ensuring that alternative arrangements are available (e.g., telephone orders) in case the Electronic Trading Services become unavailable or disrupted.

9.15 Where an order cannot be placed, amended, or cancelled due to communication failure, interruption, or malfunction, neither the Company nor the Client shall be liable for resulting losses, without prejudice to any other rights in this Agreement.

9.16 The Company and its licensors retain all proprietary rights in the software, systems, and databases comprising the Electronic Trading Services. The Client must not claim, copy, or otherwise assert any rights in such materials.

10. Manifest Errors

10.1. A Manifest Error refers to an obvious and significant mistake in pricing, execution, or other terms of a Transaction or Open Position that is reasonably identifiable as such by the Company.

10.2. If a Transaction or Open Position is determined to be based on a Manifest Error, the Company may, at its sole discretion and without prior consent from the Client, amend or adjust the terms of the Transaction or Open Position, or declare it void from the outset.

10.3. When amending the terms of a Transaction due to a Manifest Error, the Company will use its reasonable judgment to establish what the fair terms would have been at the time of execution had the error not occurred.

10.4. In determining whether a Manifest Error has occurred, the Company will act reasonably and may take into account factors such as the state of the underlying market, the accuracy and clarity of information received from third-party data providers, or any other relevant circumstances. The Client's reliance on a Transaction, including any commitments entered into or foregone, will not affect this determination.

10.5. In the absence of fraud, willful misconduct, or gross negligence, the Company will not be liable for any loss, cost, claim, demand, or expense suffered by the Client as a result of a Manifest Error or the Company's subsequent actions to remedy it.

10.6. If the Client has received funds or benefits resulting from a Manifest Error, such amounts will be deemed immediately repayable to the Company. The Client agrees to return these amounts within the timeframe specified in a written demand issued by the Company.

10.7. In the event of a Manifest Error, the Company may, without limitation, take any of the following actions:

- (a) amend the terms of the Transaction to reflect fair market conditions;
- (b) close out the Transaction and any related Open Positions;
- (c) adjust or suspend the Client's Account;
- (d) declare the Transaction void from inception;
- (e) take no action to amend or void the Transaction; or
- (f) take any other reasonable action deemed appropriate in the circumstances.

10.8. The Company will exercise its rights in respect of Manifest Errors in good faith, reasonably, and as promptly as possible once aware of the error.

10.9. Where practicable, the Company will provide prior notice of corrective action. If prior notice is not possible, notice will be given as soon as reasonably practicable thereafter.

10.10. To the fullest extent permitted by law, and except in cases of fraud or gross negligence by the Company, the Company shall not be liable for any direct, indirect, or consequential loss, including loss of profits, arising from or connected to a Manifest Error.

11. Abusive Trading, Multiple Accounts and Coordinated Trading

11.1 The Client must not engage in price manipulation, market abuse or any trading practice, strategy or arrangement which, in the Company's reasonable opinion, is designed to or does take unfair advantage of the Company's prices, execution, trading platforms, trading conditions, promotions, Negative Balance Protection or risk controls ("Abusive Trading").

11.2 Abusive Trading includes, without limitation: latency or price arbitrage (including the use of faster external price feeds to exploit delays in the Company's prices); placing highly leveraged positions or opposite pending orders immediately before high-impact news, market openings or other events expected to cause price gaps, where the strategy relies on delayed prices, execution differences or Negative Balance Protection rather than on market risk; tick scalping or trades held for a few seconds that systematically profit from price latency or stale quotes; hyperactive order messaging that overloads the trading server; hedging or offsetting positions across the Client's accounts, Linked Accounts or different clients of the Company (opposite positions held only with another broker are not, by themselves, Abusive Trading, but using opposite positions at another broker together with price gaps or high leverage to profit from Negative Balance Protection is Abusive Trading); swap or rollover arbitrage (including abuse of swap-free status or

promotions); splitting orders or scaling in aggressively to avoid margin requirements, position limits or the fair cost of execution; abuse of bonuses or other promotions; and the exploitation of errors, off-market prices or system weaknesses.

11.2A For the avoidance of doubt, scalping, short-term and intraday trading, trading around economic news, algorithmic trading and the use of Expert Advisors are permitted where they form part of genuine trading at the prices and execution available at the time and are not combined with any practice described in clause 11.2. Abuse remains prohibited: using an Expert Advisor, algorithm or any other tool or strategy to carry out any practice described in clause 11.2 is Abusive Trading, and the Company may take the measures set out in clause 11.6. The list in clause 11.2 is illustrative and does not limit clause 11.1.

11.3 The Client must not use multiple accounts, or act together with other persons, whether with the Company or any other Born2trade group entity, to circumvent the Company's terms, limits, promotions or risk controls, or to obtain any improper advantage.

11.4 The Company may monitor any technical, transactional, financial and trading information, including platform identifiers (such as MT5 CID), IP address, device, payment details, KYC data and trading patterns, to identify accounts operated by the same person or in coordination ("Linked Accounts"). The Company may treat Linked Accounts as a single account for any purpose under this Agreement, including leverage, margin, limits, promotions, Negative Balance Protection and the calculation of profits and losses.

11.5 Whether trading constitutes Abusive Trading, and whether accounts are Linked Accounts, shall be determined by the Company on the basis of its reasonable assessment of all information available to it, in accordance with internal criteria which are not published.

11.6 Where the Company suspects Abusive Trading or the use of Linked Accounts, it may, at its discretion and without prior notice, take any action it considers appropriate, including: changing leverage, margin, limits, account type or execution conditions (including applying a minimum holding time or execution delay to the account); adjusting, repricing or cancelling any transactions and related profits; withholding funds pending review; cancelling bonuses, swaps, Negative Balance Protection credits and partner remuneration; closing positions and accounts, including Linked Accounts; and terminating this Agreement.

11.7 The Company will exercise its rights under this Section reasonably and in good faith. Any losses or costs resulting from such action shall be borne by the Client, and any amount owed to the Company may be set off against any balance of the Client or of Linked Accounts.

11.8 News trading. Trading around economic news is allowed. Clients may open and close positions before, during or after a release as part of normal trading, and accept the real market prices, spreads and slippage at that time. It becomes Abusive Trading when trading around news is not part of a normal strategy but the strategy itself: the account trades mainly or only in the minutes around high-impact releases, with very short holding times, unusually large positions or pending orders on both sides, and most of its profit comes from those few seconds or minutes. In those cases the profit usually comes from price delays, execution differences or Negative Balance Protection rather than from the market itself, and the Company may take any of the actions in clause 11.6.

12. Swap-Free Instruments

12.1 The Company may, at its sole discretion, offer Clients the option to trade certain instruments on a swap-free basis ("Swap-Free Instruments"), depending on the type of trading account selected and subject to the Company's published terms.

12.2 The swap-free status of such instruments is provided solely as a good-faith facility. Clients are strictly prohibited from using Swap-Free Instruments to gain unfair advantage, including but not limited to avoiding negative swap charges or generating profits that would otherwise result from swap accruals. Clients must not request the reimbursement of any swap amounts that would have been incurred had the instruments been subject to standard swap conditions.

12.3 The Company reserves the right, at its sole discretion, to revoke or amend the swap-free status of any trading account or instrument at any time, without prior notice or obligation to justify its decision. Where the Company reasonably suspects misuse, abuse, or fraudulent activity relating to Swap-Free Instruments, it may, without limitation:

- (a) revoke the swap-free status with immediate effect and apply standard swap terms retroactively or prospectively as deemed appropriate;
- (b) correct and recover any un-accrued swaps, interest charges, or related costs that would otherwise have been incurred;
- (c) close any or all of the Client's trading accounts and nullify transactions carried out under misuse of Swap-Free Instruments; and
- (d) cancel any profits realised from such activity.

12.4 Examples of misuse include, but are not limited to: carrying large or extended overnight positions in Swap-Free Instruments that would ordinarily attract negative swap charges; engaging in cash-back arbitrage; or any other trading practice the Company considers to be manipulative, abusive, or inconsistent with the intended purpose of Swap-Free trading.

12.5 Any misuse or abuse of Swap-Free Instruments shall also be treated as a breach under Section 11 (Abusive Trading, Multiple Accounts and Coordinated Trading), and may trigger the corrective actions outlined therein, in addition to the measures described in this section.

12.6 The Client acknowledges and accepts that the Company's determination of misuse or abuse under this section shall be made reasonably and in good faith on the basis of the information available to it.

13. Recording of Communications

13.1 The Company may record and/or maintain records of telephone conversations, electronic messaging, emails, live chat, internet communications, meetings, and any other communications with Clients. Such records shall remain the sole property of the Company and may be relied upon as conclusive evidence of the content of those communications. The Client acknowledges and agrees that the Company may provide copies or transcripts of such records to courts, regulators, or other governmental authorities where required, including in connection with any dispute between the Client and the Company under Section 6 (Complaints and Disputes).

13.2 The Client accepts that, for technical or operational reasons, some communications may not be recorded or preserved. In addition, recordings and transcripts may be destroyed in accordance with the Company's data retention policies. Accordingly, the Client should not rely on the availability of such records.

13.3 Subject to applicable law and regulation, a copy of any records maintained under this section may be made available to the Client upon written request for a minimum period of seven (7) years from the date of the communication.

13.4 The Client may withdraw their consent to the recording of communications by notifying the Company in writing. However, the Client acknowledges that such recording is a regulatory requirement. Therefore,



revocation of consent may render the Company unable to continue providing services to the Client, in which case access to the Company's trading facilities may be restricted or terminated.

14. Quotes and Pricing

14.1 Upon request, the Company will provide Clients with a bid and ask price ("our Quotes") for each Transaction. Such Quotes may be derived from comparable prices in the underlying market or, at the Company's discretion, may be proprietary prices determined by the Company.

14.2 The Client acknowledges that spreads may vary significantly depending on market conditions and are not fixed. Spreads may be wider or narrower than examples displayed on the Company's website, platform, or contract specifications, and there is no limit on how wide such spreads may be.

14.3 The Client further acknowledges that the spread applied when a Transaction is closed may differ from the spread prevailing at the time the Transaction was opened. All spreads are determined at the Company's reasonable discretion, reflecting prevailing market conditions.

14.4 Quotes provided by the Company are indicative and subject to change. Execution of Transactions will occur only at the actual Quote available at the time the Transaction is processed. There is no assurance that indicative Quotes displayed will match the final execution price, particularly where there is any delay in placing an order.

14.5 Quotes and Transactions are available only during the open market hours of the relevant exchange or market on which the underlying instruments are traded. The open hours of such exchanges may be found on the relevant exchange's website or by contacting the Company.

14.6 The Company reserves the right, at its sole discretion and without prior notice, to impose limits or restrictions on Financial Products relating to specific underlying instruments. Such measures may be applied, for example, when the market for the instrument becomes illiquid, when trading has been suspended, or when significant disruptions occur in the underlying market or in the Electronic Trading Services.

14.7 The Client understands that market prices and other data viewed through the Company's electronic trading platform, or through independent facilities arranged by the Client, may not be current or may differ from the prices quoted by the Company.

14.8 If the Client accesses their account or uses the Electronic Trading Services outside of trading hours, the Client acknowledges that any orders submitted may only be processed once the relevant exchange or market reopens. Prices at that time may differ materially from the prices available when the order was placed.

14.9 The Company may, at its discretion, notify the Client of certain instruments for which no Quotes will be provided, limits on the amounts for which Quotes will be issued, or other conditions that may apply. Such notifications are indicative only and shall not bind the Company.

14.10 Quotes may be provided verbally (including by telephone), electronically through the Company's trading platform, or by any other method notified by the Company from time to time.

14.11 The provision of a Quote by the Company does not constitute an offer to open or close a Transaction at the stated levels.

14.12 Transactions may only be executed at the Quotes provided by the Company. The Company reserves the right, acting reasonably, to accept or reject any order at any time prior to execution or acknowledgement of withdrawal of the order.

14.13 Company remuneration. The prices and swap rates quoted by the Company may include a mark-up, and the Company may charge commissions per lot and other fees published on its website. Mark-ups, commissions, swaps and fees may differ by Account Type, Financial Product or client group, as set out in the Contract Specifications, and the Company may introduce or change them in accordance with clause 4.15.

15. Know Your Client and Anti-Money Laundering (AML)

15.1 The Client acknowledges and agrees:

(a) that the Company is legally required to identify and verify all Clients before opening or maintaining an account, in compliance with applicable anti-money laundering and counter-terrorism financing laws and regulations ("AML Laws"), including the Financial Intelligence and Anti-Money Laundering Act 2002, the Financial Intelligence and Anti-Money Laundering Regulations 2018 and the FSC AML/CFT Handbook;

(b) to provide all documents, information, and assistance reasonably requested by the Company to complete identity verification and ongoing due diligence;

(c) that if the Company is unable to properly verify the Client, it reserves the right to reject the account application, suspend or restrict access to services, and shall not be liable for any consequences of such action;

(d) that the Company may delay, block, restrict, or refuse to process any payment, transaction, or instruction if it reasonably suspects that doing so may breach AML Laws or any applicable law or regulation in Mauritius or any other jurisdiction. The Company shall not be liable for any loss, delay, or expense arising in such circumstances;

(e) that throughout the duration of this Agreement, the Company reserves the right to take any action it deems necessary if it suspects the Client is in breach of AML Laws, including but not limited to suspension or termination of the Client's account;

(f) that all funds transferred to the Company and all instructions issued by the Client must not breach AML Laws or any other applicable law in Mauritius or any other jurisdiction.

15.2 The Client further agrees to provide any information or documentation required for compliance with international tax reporting obligations, including but not limited to the Foreign Account Tax Compliance Act (FATCA) and the OECD Common Reporting Standard (CRS).

15.3 The Client acknowledges and agrees that if identity verification or the review of source of funds is incomplete or unsatisfactory, the Company may, at its sole discretion, freeze or restrict access to the Client's funds and trading account until such verification is successfully completed.

16. Hedged Positions

16.1 The Company may, at its sole discretion, permit Clients to establish Hedged Positions in certain financial instruments. A Hedged Position occurs where the Client simultaneously holds equal or opposing positions in the same instrument (e.g., one long position and one short position). Hedged Positions may be classified as either Fully Hedged Positions or Partially Hedged Positions.

16.2 Where the Company permits Fully Hedged Positions, it may reduce the margin requirement for such positions to zero. For Partially Hedged Positions, the Company may reduce the applicable margin requirement at its discretion. The Company reserves the right to reinstate margin requirements at any time, without prior notice, notwithstanding any previous reduction.

16.3 The Client acknowledges and agrees that if margin requirements have been reduced for a Hedged Position and the Client subsequently closes any leg of that position, the full margin requirement for the remaining open position will apply immediately. If sufficient margin is not available, the Company may close out the position in accordance with this Agreement.

16.4 Even where the Company grants a margin reduction for Fully Hedged Positions (including a margin requirement of zero), the Client remains subject to stop-out protection. If account equity falls to negative values, the Company may automatically close positions until margin levels are restored to sufficient levels.

16.5 The Company reserves the right to close all or part of any Hedged Position, without prior notice, at the prevailing market price where it reasonably believes that:

- (a) the Hedged Position is being abused by the Client;
- (b) the Hedged Position does not represent genuine trading activity; or
- (c) the Hedged Position constitutes suspicious or prohibited trading behaviour.

16.6 Where an account is found to be involved in suspicious activity, the Company may, with or without prior notice:

- (a) place the account under investigation;
- (b) suspend or terminate the Client's access to services;
- (c) reverse profits or benefits derived from the suspicious activity; and/or
- (d) close or terminate any account associated with such practices.

17. Cryptocurrency (where applicable)

Cryptocurrency-related services (including, but not limited to, cryptocurrency deposits, withdrawals, and trading in cryptocurrency derivatives such as CFDs) carry specific and heightened risks compared to traditional financial instruments. You should not engage in any cryptocurrency-related activity unless you fully understand these risks, accept the possibility of a total loss of your investment, and have the financial capacity and risk tolerance to sustain such a loss.

17.1. Cryptocurrency Deposits, Withdrawals and Transfers

17.1.1. Where the Company permits funding or withdrawals in cryptocurrency, such transactions are effected via one or more third-party service providers, payment processors, or blockchain networks (the "Crypto Channels"). The Client acknowledges that cryptocurrency transfers are irreversible by design and are not subject to recall in the same way as bank transfers or card payments.

17.1.2. The Client is solely responsible for:

- Using the correct wallet address and correct network/blockchain (e.g., mainnet vs. sidechain or layer-2),
- Ensuring that the wallet used is under their control and not subject to third-party restrictions,
- Verifying any payment instructions provided by the Company or its payment partners.

The Company shall not be liable for any loss of funds resulting from transfers sent to an incorrect, incompatible, or mis-typed address, or to the wrong network, or to a wallet which the Client does not control.

17.1.3. Cryptocurrency transactions are subject to blockchain and network conditions, including (but not limited to) congestion, increased network fees, delays in confirmation, chain reorganisations, forks, and protocol changes. Such events may lead to delays, partial execution, or non-completion of transactions. The Client accepts that:



- Transaction confirmation times are outside the Company's control;
- The Company cannot guarantee any specific processing time for crypto deposits or withdrawals;
- In certain circumstances, funds may be significantly delayed or become permanently untraceable or unrecoverable.

17.1.4. The value of cryptocurrency at the time of deposit or withdrawal is subject to extreme price volatility. The amount of fiat currency credited to or debited from the Client's account is determined by the Company's or its payment provider's applicable exchange rate at the time of processing, which may differ from market prices visible on exchanges. The Client accepts the risk of adverse exchange rate movements before and during processing.

17.1.5. Cryptocurrency funds held, processed, or converted in the context of deposits and withdrawals do not benefit from any deposit protection or investor compensation schemes that may apply to regulated fiat accounts or financial instruments.

17.1.6. Cryptocurrency transfers may be subject to anti-money laundering (AML), counter-terrorist financing (CTF), sanctions screening, and other regulatory checks. The Company may:

- Request additional information or documentation on the Source of Funds (SOF) and Source of Wealth (SOW);
- Delay, block, or reject transactions where suspicion arises or regulatory obligations require;
- Report suspicious transactions to relevant authorities.

The Client acknowledges that such measures may result in delays or the refusal of deposits and withdrawals, and the Company shall not be liable for resulting losses, opportunity costs, or missed trading opportunities.

17.1.7. In the event of technical failures or disruptions affecting exchanges, blockchain networks, payment processors, or other infrastructure providers, there is a risk of partial or total loss of cryptocurrency used for funding or withdrawals. While the Company will act with due care in selecting service providers, it is not responsible for failures, insolvency, security breaches, or mismanagement on the part of such third parties, provided the Company has exercised reasonable due diligence.

17.2. Trading in Cryptocurrency Contracts for Difference (CFDs)

17.2.1. Where the Company offers trading in cryptocurrency Contracts for Difference (CFDs), the Client acknowledges that such instruments are highly speculative and involve an elevated level of risk. Cryptocurrency CFDs are derived from the price of one or more underlying crypto-assets but:

- Do not grant ownership or any right, title, or interest in the underlying crypto-assets or blockchain networks;
- Are synthetic instruments whose pricing is provided by the Company's liquidity providers or pricing sources, which may differ from prices quoted on crypto exchanges.

17.2.2. Cryptocurrency markets are characterized by extreme volatility, wide and rapidly changing spreads, and the possibility of sudden price gaps. This may result in:

- Significant intraday price swings;
- Rapid increases in margin requirements;
- Slippage on order execution, including Stop Loss and Take Profit orders;
- Difficulty in closing or opening positions at desired levels.

The Client accepts that stop orders may not be effective in fast-moving or illiquid markets and may be executed at a price materially worse than requested (or not executed at all, in extreme circumstances).

17.2.3. Cryptocurrency CFD trading is conducted on a leveraged basis (maximum leverage for cryptocurrency CFDs is set out in the Contract Specifications). Leverage can magnify both gains and losses. A relatively small market move may have a disproportionate impact on the Client's equity and may lead to:

- Margin calls;
- Automatic closure (Stop Out) of positions;
- Rapid and substantial loss of all funds allocated to crypto CFD trading.

17.2.4. The Client understands and accepts that cryptocurrency pricing and liquidity may be affected by:

- Exchange outages, hacking incidents, market manipulation, or wash trading;
- Forks, airdrops, protocol upgrades, and other technological events impacting the underlying blockchain;
- Regulatory actions, bans, restrictions, or enforcement measures in any jurisdiction;
- Changes in market sentiment, social media activity, or concentration of ownership among large holders.

Such events may cause sudden and severe price dislocations, widened spreads, or the temporary or permanent removal of certain crypto instruments from the Company's product offering.

17.2.5. The Company may, at its sole discretion and without prior notice, suspend, restrict, or terminate trading in any cryptocurrency CFD, adjust margin requirements, change trading hours, or impose position limits where it deems necessary for risk management, regulatory, or technical reasons. The Client acknowledges that such actions may prevent the opening of new positions or the modification of existing ones.

17.2.6. Technological and operational risks are inherent to cryptocurrency CFD trading, including:

- Platform disruptions, latency, or connectivity issues;
- Delayed or failed order transmission;
- Market data delays or inaccuracies;
- Discrepancies between displayed and executable prices.

The Client must ensure that they have reliable internet access and appropriate systems. The Company is not responsible for losses arising from the Client's hardware, software, or connectivity failures.

17.2.7. Cryptocurrencies and related derivatives are not suitable for all investors. They are only appropriate for Clients who:

- Have a high risk tolerance;
- Possess prior trading experience and sufficient understanding of crypto-assets and CFDs;
- Can financially withstand the total loss of the capital invested in such products.

By trading cryptocurrency CFDs with the Company, the Client confirms that they meet these criteria and that they are aware of, and accept, all of the above risks.

18. Inactive and Dormant Accounts

18.1 A trading account with no trading activity, deposits or withdrawals for twelve (12) consecutive months is considered inactive. The Company may archive inactive trading accounts and, where published on its website, charge an inactivity fee, deducted only from available funds. No fee is charged on a zero balance and the fee will never create a negative balance.

18.2 Where the Company has been unable to contact the Client for a continuous period of six (6) years despite reasonable efforts, it may cease to treat the balance as Client funds and deal with it in accordance with applicable law on unclaimed funds.



19. Conflicts of Interest

19.1 As the Company acts as principal and counterparty to the Client's transactions, its interests may conflict with those of the Client. The Company maintains a Conflicts of Interest Policy, published on its website, which describes how such conflicts are identified, managed and, where necessary, disclosed.

20. Limitation of Liability and Indemnity

20.1 Except in cases of fraud, wilful misconduct or gross negligence, the Company shall not be liable for any indirect, special or consequential loss, including loss of profit or opportunity, arising in connection with this Agreement.

20.2 To the maximum extent permitted by law, the Company's total aggregate liability to the Client for any claim arising in connection with this Agreement shall not exceed the funds held in the Client's trading account(s) at the time the claim arose.

20.3 The Client shall indemnify the Company against all losses, costs and expenses (including reasonable legal fees) incurred as a result of the Client's breach of this Agreement, Abusive Trading, fraudulent activity or the provision of false information.

21. Force Majeure

21.1 The Company shall not be liable for any failure or delay in performing its obligations caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, pandemics, acts of governments or regulators, the suspension or closure of any market, the failure of any liquidity provider, exchange, payment provider or communication system, or cyber-attacks (a "Force Majeure Event").

21.2 During a Force Majeure Event the Company may, acting reasonably, increase margin requirements, reduce leverage, widen spreads, suspend trading, close open positions at a price it reasonably considers fair, or take any other action reasonably necessary to protect its Clients and itself. A Force Majeure Event does not suspend Negative Balance Protection.

22. General Provisions

22.1 Notices. The Company may provide notices, statements and other communications electronically, by email to the address registered by the Client, through the Personal area or trading platform, or by publication on its website. The Client may give notices by email to operations@born2trade.com or through the Personal area.

22.2 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect.

22.3 Waiver. No failure or delay by the Company in exercising any right operates as a waiver of that right.

22.4 Assignment. The Client may not assign or transfer any rights or obligations under this Agreement without the Company's prior written consent. The Company may assign or transfer its rights and obligations to another Born2trade group entity or a successor, subject to applicable law and on prior notice to the Client.

22.5 Survival. Provisions that by their nature are intended to survive termination, including those relating to payment obligations, set-off, indemnities, limitation of liability, confidentiality, governing law and jurisdiction, survive termination of this Agreement.