

# TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1. These Terms and Conditions (“Agreement”), entered by and between the Company and **You** (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client (the “Client”) (both referred to as “Parties”), contain the terms and conditions governing the contractual relationship between both Parties and govern each transaction entered into or outstanding between the Company on or after the execution of this Agreement.
- 1.2. **Le Morne Ltd.** (the “Company”) is registered and licensed by the Financial Services Commission in Mauritius with licence number GB21026774 as a Investment Dealer (Broker). The objects of the Company are all subject matters not forbidden by International Business Companies (Amendment and Consolidation) Act in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments.
- 1.3. The relationship between the Client and the Company shall be governed by this Agreement. As this Agreement is a distance contract, which signing the Agreement is not required and the Agreement has the same judicial power and rights as a regular signed one. In the case where Clients prefer to have a signed Agreement, then the Client needs to bring and/or send two (2) copies to the registered address of the Company, where the authorised representatives of the Company will sign and stamp the Agreements and send a copy back to the Client.
- 1.4. The Agreement together with other documents including Risk Disclosure, Order Execution Policy, Conflicts of Interest Policy, Privacy Policy, Anti-Fraud Policy, constitutes the entire Agreement between the Company and the Client and set out the basis on which the Investment Services are rendered to the Client.
- 1.5. The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducing Brokers.
- 1.6. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

## 2. DEFINITIONS AND INTERPRETATION OF TERMS

2.1. In this Agreement the following terms shall, unless the context otherwise pledges, have the following meanings, and may be used in the singular or plural as appropriate:

- “Abusive Trading” shall include any of the following actions such as, but not limited to pip-hunting, placing “buy stop” or “sell stop” Orders prior to the release of news relevant to the Underlying Market or Asset, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Platform, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the Platform (abuse of the cancelation feature will be considered as an abuse if the Client cancelled positions accede 20% of the number of executed trades from its last 25 positions) or use (without the prior and written consent of the Company) of any robots, spiders or other automated data entry system with the Platform, use of any software which applies artificial intelligence analysis to the Company’s systems and/or Platform(s) and/or Client Account.
- “Access Codes” mean any credentials provided by the Company for accessing the Company’s trading platform or credentials used by the Client to access the Company’s Client portal.
- “Account Opening Application Form” shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Investment 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, in accordance with the Applicable Laws and Regulations.
- “Account Statement” mean a periodic statement of the transactions credited or debited to a Client Account.
- “Agreement” shall mean this “Client Agreement” together with its Appendices 1 and 2 and any other Appendices added thereto and the following documents which are found on the Website of the Company: Privacy Policy, Conflicts of Interest Policy, Order Execution Policy, Risk Disclosure and Warnings Notice, Anti-Fraud Policy, as amended from time to time.
- “Applicable Laws and Regulations” means the rules of any relevant regulatory authority, rules if any relevant exchange, and all other applicable laws and rules in force from time to time.
- “Ask” shall mean the higher price in a Quote at which the price the Client may buy.
- “Automatic Orders” shall mean all Orders automatically by following/copying the trading activity of a Signal Provider.

“Balance”	shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.
“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"	means any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other international holidays 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 in the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.
“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.
“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. These are found on the Platform and/or the Website.
“Client Classification”	mean the Company’s overall, product, or transaction specific classification of Clients.
Client’s Bank Account	means an account held in the name of the Client and/or the name of the Company on behalf of the client with a bank or other institution or any electronic payment provider or a credit card processor.
"Commercial Use"	means any use of the Trading Platform by Clients which are legal entities or firms.
“Counterparties”	shall mean banks and/or brokers through whom the Company may cover its contracts with Clients or with whom the Company otherwise deals in relation to Clients' transactions.

**Le Morne Capital LTD**

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Suite 602, 6th Floor  
Hennessy Tower, Port Louis

Le Morne Capital LTD is registered and licensed by the Financial Services Commission (FSC) in Mauritius with authorization number GB21026774. Investment Dealer (Broker) License pursuant to Section 29 of the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Licensing and Fees) Rules 2008 and Licensed by Financial Services Commission, Mauritius.

“Contract Specification” means the trading information details including spreads, swaps, margin requirements, lot sizes per each Financial Instrument offered by the Company.

“Currency of the Client Account”

shall mean the currency that the Client Account is denominated in, which may be US Dollar or any other currency as offered by the Company from time to time.

“Currency Pair”

shall mean the object or Underlying Asset of a CFD 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.

“Difference”

shall mean the difference in price upon the opening of a Transaction and the closing of such Transaction.

“Durable Medium”

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

“Electronic Systems”

any trading facility offered by the Company (eg. MetaTrader platforms, web-based platforms, mobile platforms, etc.), including the Company’s Client portal.

“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 Financial Instrument, the type of Order, the Direction (Buy or Sell), the volume, type of Underlying Asset, 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.

“Expert Advisor”

shall mean a mechanical online trading system designed to automate trading activities on the Platform. It can be programmed to alert the Client of a trading opportunity and can also trade his Client 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.

“Financial Instruments” include Contracts For Differences on Forex and other structured products (“Financial Instruments”).

“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).
“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) Necessary Margin [Free margin = Equity- Necessary Margin].
“Hedged Margin”	for CFD trading shall mean the necessary amount of money required by the Company so as to open and maintain Matched Positions.
“Initial Margin”	for CFD trading shall mean the necessary amount of money required by the Company so as to open a position.
“Investment Services”	shall mean the Services under the Company’s license.
“Inside Information”	shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public.
“Introducing Broker”	any legal entity or a natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company as per the provisions of the “Introducers Agreement” entered into between the parties which related to a distinct act of mediation for the conclusion of an agreement between the Company and its Clients.
“Leverage”	for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.
“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 of a CFD.
“Maintenance Margin”	shall mean the necessary guarantee funds so as to maintain an Open Position.
“Management Fee”	shall mean a fee for holding Open Position in Physical Stocks. This fee will be charged at the end of each business day and each Wednesday the fee will be tripled.

“Margin”	shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.
“Margin Call”	shall mean the situation when the Company informs the Client to deposit additional funds 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 Necessary Margin ratio. It is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .
“Margin Trading”	for CFD trading shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.
“Market Rules”	shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it.
“Matched Positions”	for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.
“Multilateral Trading”	means a multilateral system operated by an Investment Firm Facility (“MTF”) or market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments – in the systems in accordance with its nondiscretionary rules – in a way that results in a contract.
“Necessary Margin”	for CFD trading shall mean the necessary margin required by the Company so as to maintain Open Positions.
“Normal Market Size”	for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.
“Open Position”	shall mean any Long Position or a Short Position which is not a Completed Transaction.
“Order”	shall mean an instruction from the Client to trade in Financial Instruments.
“Order Level”	for CFD trading shall mean the price indicated in the Order.
“Parties”	shall mean the parties to this Agreement –i.e. the Company and the Client.

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“Power of Attorney”	the power to authorize a third party to act on behalf of the Client in all the business relationships with the Company.
"Private Use"	means any use of the Trading Platform by Clients that are physical persons.
“Physical Shares”	shall mean equity investments that represent ownership in a company that are traded on the major stock exchanges.
“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.
“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.
“Quotes Base”	in relation to CFD trading shall mean Quotes Flow information stored on the Server.
“Quotes Flow”	shall mean the stream of Quotes in the Platform for each CFD.
“Regulated Market”	means the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying and/or selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a Contract, in respect of the financial instruments admitted to trading under its rules and/or systems.
“Robot”	shall mean an automated trading software that trades automatically the CFDs.
"Security"	means any securities or other assets deposited with the Company by the Client.
"Services"	mean the services offered by the Company to the Client subject to the terms and conditions of the Agreement.
"Settlement/Trade Confirmation"	mean a notification from the Company to the Client confirming the Client's entry into a Contract.
“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.

“Signal Provider”	shall mean a person who has agreed to provide the Company with information about his trading, which may be followed by other Clients via the Automatic Orders.
“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 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.
“Social Trading”	shall mean trading in CFDs via the use of the Automatic Orders, whereby the Client is following/copying the trading activity of a Signal Provider, as opposed to manually placing Orders himself.
“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”	mean a trading account of the Client with the Company.
“Trading Platform”	mean any online trading platform made available by the Company under the Agreement.
“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. Trailing Stop Order may not be executed on the Platform.
“Transaction”	shall mean any CFD or Physical Share transaction arranged for execution on behalf of the Client under this Agreement.
“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, Futures, Metals, Equity Indices, Stocks and Commodities. It is understood that the list is subject to change and Clients must refer each time on the Platform.
- “Underlying Market” shall mean the relevant market where the Underlying Asset of a CFD is traded.
- “Website” shall mean the Company’s website at or [www.lemornecapital.com](http://www.lemornecapital.com) and any other website as the Company may maintain as its brands.

- 2.2. If there is any conflict between this Agreement and relevant Market Rules, the Market Rules shall prevail.
- 2.3. In this Agreement any reference to an individual person shall include bodies corporate, unincorporated associations, partnerships and individuals.
- 2.4. Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- 2.5. Headings and notes in this Agreement for reference only and shall not affect the contents and interpretation of the Agreement.
- 2.6. In this Agreement references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).

### 3. COMMENCEMENT

- 3.1. The Agreement shall take effect and commence after the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company for its own internal checks and the Company accepts the submitted documents as sufficient. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (as the case may be) have been duly satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.
- 3.2. This Agreement supersedes any previous agreement between the Client and the Company on the same subject matter and takes effect when the Client indicates his/her acceptance via the Website. This Agreement shall apply to all transactions contemplated under this Agreement.

#### 4. SCOPE AND APPLICATION

- 4.1. The Agreement sets out the basis on which the Company agrees to provide Investment Services it is licensed for. Depending on the service and Financial Instrument, the Company will be subject to, among other things, as relevant, the Applicable Regulations, the protection of Personal Data Law and other codes of conduct and/or circulars applicable to the provision of relevant services issued by FSA.
- 4.2. The Agreement is provided to assist the Client in making an informed decision about the Company, its Investment Services and the risks of the provided Financial Instruments.
- 4.3. The Agreement should be read in its entirety in deciding whether to acquire or to continue to hold any Financial Instrument and/or to be provided by the Company any Investment Services.

#### 5. ASSESMENT

- 5.1. In providing the Investment Services, the Company seeks information from a Client or potential Client regarding his knowledge, experience in the investment field, so as to enable the Company to assess whether the Investment Services or Financial Instrument is appropriate for the Client. Where a Client or potential Client elects not to provide the information regarding his knowledge, experience, or where he provides insufficient information regarding his knowledge, experience, the Company will not be able to determine whether the Investment Services or Financial Instrument is appropriate for him. Where this information is provided, the Company shall assume that information about his knowledge, experience 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, unless the Client has informed the Company of such changes.
- 5.2. In providing the Investment Services and/or Portfolio Management, the Company will seek information from a Client or potential Client (for example via the Client Account Application Form) regarding the Client's knowledge, experience in the investment field relevant to the specific type of Financial Instrument or service, as well as his financial situation, so as to be able, based on this information, to recommend to the Client the Investment Services and the Financial Instruments that are suitable for him/her. The Company is entitled, at its sole discretion, to request additional information regarding the Client or/and to request an update of the data notified by the Client, whenever it deems this necessary. The Company shall assume that information provided from 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, unless the Client has informed the Company of such changes.

## 6. SERVICES

- 6.1. This Agreement covers the provision of the following Investment Services from the Company to the Client:
- Reception and transition of Orders of the Client in Financial Instruments offered by the Company from time to time;
  - Execution of Orders in Financial Instruments offered by the Company from time to time.
  - Portfolio management;
  - Cash/collateral management;
  - Foreign currency services provided they are associated with the provision of the reception and transmission service;
  - Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments;
  - Any other Services requested by the Client from time to time that the Company is licensed for to render.
- 6.2. The Company shall open one or more Client Account(s) for the Client and issue access data to allow him to gain access to the Platform and place Orders manually himself and/or engage in Social Trading.
- 6.3. It is understood that not all of the Services under paragraph 6.1. of this Agreement may be applicable for each Client.
- 6.4. It is understood that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.
- 6.5. The Services of paragraph 6.1 shall involve transactions in Financial Instruments not admitted to trading in Regulated Markets or an MTF. By accepting this Agreement, the Client acknowledges, and gives his express consent for executing such transactions.

## 7. RIKS ACKNOWLEDGEMENT

- 7.1. The Client acknowledges, recognises and understands that trading and investments in leveraged as well as non-leveraged Financial Instruments is:
- highly speculative;
  - may involve an extreme degree of risk; and
  - is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.
- 7.2. The Client unreservedly acknowledges, recognizes, understands and accepts that:

- unless it is otherwise specifically agreed, the Company shall not conduct any continuous monitoring of the transactions already entered into by the Client neither individually nor manually. Hence, the Company cannot be held responsible for the transactions developing differently from what the Client might have pre-supposed and/or to the disadvantage of the Client;
  - guarantees of profit or freedom from loss are impossible in investment trading;
  - he has received no such guarantees or similar representations from the Company, from an Introducing Broker, or representatives hereof;
  - he is recommended to seek a specialist independent financial advisor and/or legal advice, in particular, regarding suitability of complex Financial Instruments in trading;
  - he runs a great risk of incurring losses and damages as a result of the purchase and/or sales of any Financial Instruments and the Client accepts and declares that he is willing to undertake this risk. These losses may substantially exceed the Client's investment;
  - regardless of any information that may be offered by the Company, the value of any investment in Financial Instruments may increase or decrease and it is even probable that the investment may become of no value;
- 7.3. Where applicable, any general views expressed to the Client (whether orally or in writing) on economic climate, markets, investment strategies or investments, trading suggestions, research or other such information are not to be viewed as investment advice or Company's recommendations and will not give rise to any advisory relationship. Each decision by the Client to enter into a Contract for Differences or any other trading product offered by the Company is an independent decision by the Client. The Company is not acting as an advisor to, or serving as fiduciary of, the Client, and the Company specifically disclaims any such duties.
- 7.4. When the Client makes a decision to trade in any Financial Instrument, the Client should consider the risks inherent in such Financial Instrument and in any strategies related thereto. The Client's risk assessment should include a consideration of various risks such as credit risk, market risk, liquidity risk, interest rate risk, foreign exchange risk, business, operational and insolvency risk, the risks of "over the counter" (as opposed to on-exchange) trading, etc.
- 7.5. The preceding paragraph does not constitute investment advice based on the Client's personal circumstances, nor is it a recommendation to enter into any of the services or investment in any Financial Instrument. Where the Client is unclear as to the meaning of any of the above disclosures or warnings, the Client is strongly recommended to seek independent legal or financial advice.

## 8. ADVICE AND COMMENTARY

- 8.1. Unless specifically requested by the Client and agreed between the Parties in writing, the Company will not give the Client any form of Investment Advice. The Client alone will decide how to handle his Client Account, place Orders and take relevant decisions based on his own judgement.

- 8.2. 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.
- 8.3. The Company may, from time to time and at its sole discretion, provide the Client with information, recommendations, news, market commentary or other information (hereinafter called "Information") which shall not be considered as part of its Services to the Client. Where it does so:
- The Company will not be responsible for such Information;
  - 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;
  - 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;
  - If the Information contains a restriction on the person or category of persons for whom that Information 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;
  - 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.
- 8.4. It is understood that market commentary, news, or other Information provided or made available by the Company to the Client are subject to change and may be withdrawn at any time without notice.

## 9. ELECTRONIC SYSTEM AND TRADING

- 9.1. The Company shall provide the Client with access codes for entering into transactions or dealings with the Company. Such access codes can be used to access the Company's Electronic Systems. Any such dealings will be carried out on the bases set out in this paragraph and on the basis of any additional agreement which the Company may enter into with the Client to regulate such activity.
- 9.2. The Client acknowledges and accepts that the Company has the right to restrict any access to its Electronic Systems where it deems appropriate, for the smooth operation of its Electronic Systems as well as to protect other Client's interest and its own. The Client will only be entitled to access the Company's Electronic Systems and enter into dealings for his own internal business use on a nonexclusive, non-transferable basis.

- 9.3. All rights and interests and all intellectual property rights (including, without limitation, all trademarks and trade names in or relating to the Company) are owned by the Company or Company's suppliers and will remain our property or that of the Company's suppliers at all times. The Client will have no right or interest in those intellectual property rights other than the right to access the Company's Electronic Systems.
- 9.4. The Client acknowledges that in the case of any electronic communication that can cause a delay and/or disruption, including internet or trading platform or electricity, and the Client wishes to execute his order then, they must contact the Company via phone/email to place their instruction. The Client acknowledges and accepts that the Company has the right not to accept any verbal/written instruction in case the caller/Client does not provide clear instructions to the Company. The Client acknowledges that verbal/written instructions will be treated on the first come, first served basis and the Company bears no responsibility of possible delays on placing the verbal/written instruction to the Company.
- 9.5. The Client undertakes the necessary precautions to ensure the confidentiality of all information, including, but not limited to, the access codes of the Company's Electronic Systems, transaction activities, account balances, as well as all other information and all orders. The Client acknowledges that the Company bears no responsibility in the case that the access codes are used unauthorized by any third party. The Client is strongly advised not to use any public computer to login with his access codes. The Client should always logout from the Company's Electronic Systems.
- 9.6. The Client undertakes to notify the Company immediately if it comes to his attention that the Client's Electronic System access codes are being used unauthorized.
- 9.7. 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.
- 9.8. To the extent permitted by the applicable Law:
- the Company will not be liable for any loss, liability or cost (including consequential loss) suffered or incurred by the Client as a result of instructions given, or any other communications being made, via the internet;
  - the Client will be solely responsible for all orders, and the accuracy of all information, sent via the internet using access codes; and
  - the Company is not liable for any loss or damages that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the Company's Electronic Systems.

- 9.9. 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.
- 9.10. 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).
- 9.11. 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) without any further enquiry to the Client and any such Orders will be binding upon the Client.

## 10. INSTRUCTIONS AND ORDERS

- 10.1. The Client understands and acknowledges that all orders executed between the Client and the Company are orders executed outside a Regulated Market.
- 10.2. The Client can open and close a position via its Company's Trading Platform and add or modify orders by placing Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit on any Financial Instrument.
- 10.3. The Client's orders are executed at the Bid and Ask prices that are offered by the Company. The Client places his instant execution request at the prices he sees on his client terminal and the execution process is initiated. Due to the high volatility and the server, the prices requested by the Client and the current market price may change, during this process, in this event, the Company has the right to decline the Client's requested prices and offer a new quote to the Client.
- 10.4. The Client may use a Power of Attorney to authorize a third person (representative) to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The Power of Attorney should be provided to the Company accompanied by all identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until the written termination by the Client. The use of a Power of Attorney is subject to approval of the Company.
- 10.5. The Company may record telephone conversations, without any prior warning (unless required to do so by Applicable Regulations), to ensure that the material terms of a Transaction and/or order placed by the Client and/or any other material information relating to a Transaction are properly recorded. Such records will be the Company's property and will be accepted by the Client as evidence of his orders or instructions. The Company may use recordings and/or transcripts thereof for any purpose that it deems desirable.

- 10.6. The Client acknowledges that the Company has the right to refuse accepting orders and/or instructions by the Client when they are not clear or during the following cases: opening a position, closing a position, modifying or removing orders.
- 10.7. If any underlying asset of the Financial Instrument becomes subject to possible adjustments as a result of any of the events (referred to as “Corporate Event”), the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction (and also the level or size of the corresponding orders). The action is made in order to (i) account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event, and/or (ii) replicate the effect of the Corporate Event upon someone with an interest in the relevant underlying security, to be effective from the date determined by the Company.
- 10.8. The events to which sub-clause above refers to are any of the following, by the declaration of the issuer if a security:
- a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of bonus shares to existing shareholders, capitalization or share split or reverse share split or similar event;
  - a distribution to existing holders of the underlying shares or additional shares, other share capital or securities, granting the right to payment of dividends and/or proceeds from the liquidation of the issuer equally proportionate to such payments to holders of the underlying shares, securities, or warrants granting the right to receive or purchase shares for less than the current market price per share;
  - any other event regarding shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares; or
  - any event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of any security not based on shares;
  - any event that is caused by a merger offer made regarding the company of the underlying asset.
- 10.9. If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to restrict short selling or even withdraw the specific or even withdraw the specific Financial Instrument from the Company’s Trading Platform.

**Le Morne Capital LTD**

Pope Hennessy Street  
Suite 602, 6th Floor  
Hennessy Tower, Port Louis



- 10.10. Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client.
- 10.11. In the case where the Client has any open positions on the ex-dividend day for any of the underlying assets of the Financial Instrument, the Company has the right to close such positions at the last price of the previous trading day and open the equivalent volume of the underlying Financial Instrument at the first available price on the ex-dividend day.
- 10.12. The Company shall not be liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communication being made via the internet or other electronic media. The Client will be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media. The Company shall not be held responsible for delays or inaccuracies in the transmission of any instruction, information or the execution of orders due to any cause beyond the reasonable control of the Company.
- 10.13. The Company shall not be liable for any delays or other errors caused during the transmission of the Client's order via the Company's Trading Platforms. The delay can be caused by various reasons depending on the current market conditions (eg. high market volatility) as well as having a slow/weak internet connection between the Client's terminal or any other trading platform offered by the Company and the Company's server.
- 10.14. The Company being dependent on third party technology providers (such as webtrader, etc.) shall not be liable for any loss, expense or cost or liability (including consequential loss) suffered or incurred by the Client, as a result of interruption and/or failure or service from such third party technology providers.
- 10.15. Client's orders such as Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit on any Financial Instrument shall be executed by the Company at the Client's requested prices. However, in the case of any communication or technical failure as well as any incorrect reflection on the quotes feed (i.e. prices to freeze/stop updating or price spikes), the Company reserves the right not to execute an order or in case in which the order was executed to change the opening and/or closing price of a particular order or to cancel the said executed order.
- 10.16. Considering the levels of volatility affecting both price and volume, the Company is constantly seeking to provide client orders with the best execution reasonably possible under the prevailing market conditions. Client's orders (Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit) are executed at the requested/declared price. However, during periods of volatile market conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, Buy/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same execution policy applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless

profit or another strategy deemed by the Company to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Client's losses at the intended amount.

- 10.17. Considering the volume of the Client's order and the current market conditions, the Company has the right to proceed with partial execution.
- 10.18. The Company has the right at its discretion to increase or decrease spreads of Financial Instruments depending on the current market conditions as well as the size of the Client's order.
- 10.19. The swap rate is mainly dependent on the level of interest rates as well as the Company's fee for having an open position overnight. The Company has the discretion to change the level of the swap rate on each Financial Instrument at any given time and the Client acknowledges that he will be informed by the Company's Website. The Client further acknowledges that he is responsible for reviewing the Contracts specifications located on the Company's Website for being updated on the level of swap rate prior to placing any order with the Company. In addition, the Company reserves the right to amend the swap values of a specific Client in case of any suspect of a trading abuse.
- 10.20. The Company reserves the right to disable and/or enable swap free trading for Client's Trading Account and/or reverse any cumulative profits derived from the said trading at any given time. This can occur at times where the Client abuses the Company's trading conditions/systems or where the Client's trading strategy imposes a threat to the Company's trading facility or where the Company deems necessary in order to protect the smooth operation of its trading facility. The Client further acknowledges that swap free applies for twenty (20) calendar days only. Therefore, swap free account holding a position open for more than twenty (20) calendar days, will be credited or debited swap accordingly. Note that a storage amount may apply instead for swap free account equivalent to the swap rates. In such case, the storage amount will be credited/debited in the form of deposit/withdrawal from the account equity.
- 10.21. All orders are placed in lot sizes. The Client further acknowledges that he is responsible for reviewing the Contract Specifications located on the Company's Website for being updated on the level of swap rate prior to placing any order with the Company.
- 10.22. The Client can request to change his account leverage at any time by contacting the Company. The Client acknowledges that the Company has the discretion to change the Client's trading account leverage at any given time, without the Client's consent, either on a permanent basis or for a limited period of time. The Company maintains a maximum leverage of 1:100.
- 10.23. The Company shall have the right to start closing Client's positions starting from the most unprofitable, when the margin level is less than 50%. In the case where the margin level is equal to or less than 50%, then Client's positions are automatically closed, starting from the most unprofitable, at the market price.

- 10.24. In case where a Client is trading in a way that aims to take advantage of price disparities resulting from rare/occasional price latencies with the purpose of benefiting from a possible pricing arbitrage to the Company's detriment, either by using additional functionalities/plugins (i.e. Expert Adviser, etc.) or by any other means, then the Company has the right to terminate the Trading Account.
- 10.25. The Company has the right to refuse to execute an order without any given notice and/or explanation to the Client. Among the cases that the Company is entitled to do so are the following (this list is not exhaustive):
- If the Client does not have the required funds deposited in the Company's Client Trading Account;
  - If the order violates the smooth operation or the reliability of the Company's Trading Platform;
  - If the order aims at manipulating the market of the specific Financial Instrument;
  - If the order is a result of the use of inside confidential information (insider trading); e.) If the order aims to legalize the proceeds from illegal acts or activities (money laundering).
- 10.26. It is understood that any refusal by the Company to execute any Order shall not affect any obligation which the Client may have towards the Company or any right which the Company may have against the Client or his assets.

## 11. CLIENT CATEGORISATION

- 11.1. The Company attaches different levels of regulatory protection to each category and hence to Clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.
- 11.2. The Company offers its Clients the possibility to request reclassification online and thus to increase or decrease the level of regulatory protections afforded. Where a Client requests a different categorisation (either on an overall level or on a product level), the Client needs to meet certain specified quantitative and qualitative criteria.
- 11.3. On the basis of the Client's request, the Company undertakes an adequate assessment of the expertise, experience, and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his/her own investment decisions and understanding the risks involved. However, if the above-

mentioned criteria are not met, the Company reserves the right to choose whether to provide services under the requested classification.

## 12. SPECIAL NOTE ON THE USE OF THE TRADING PLATFORM

- 12.1. The Client shall enter his user ID and password when logging on to the Trading Platform. The Client should memorize the password. The Client is obligated to notify the Company without undue delay on becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party, the Client shall contact the Company immediately to block his Trading Platform. The Client can then order a new password.
- 12.2. The right to use the Trading Platform is personal, and the Client shall not allow other persons to use his user ID and/or his password. If the Client wants to allow a third party to trade on the Client's account, the Client shall issue a separate Power of Attorney to the relevant third party. The issue of the Power of Attorney shall be approved by the Company.
- 12.3. 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.
- 12.4. The Company shall not be liable for losses in cases of abnormal and unforeseeable circumstances beyond the control of the Company pleading for the application of those circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 12.5. The Company shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading Platform, unless such liability follows from indispensable rules of law. Where the Trading Platform is used for Commercial Use, the Client shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.
- 12.6. 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.

- 12.7. 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.
- 12.8. 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).
- 12.9. 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) without any further enquiry to the Client and any such Orders will be binding upon the Client.

### **13. CLIENT'S TRADING ACCOUNT**

- 13.1. The Client shall open a Trading Account with the Company in order to conclude any Transactions as specified in this Agreement.
- 13.2. The Client does not intend to use his Trading Account for payment to third parties.
- 13.3. If the Client has opened more than one Trading Account, the Company shall be authorized to consider and treat these different Trading Accounts as a single unit. Among other rights that the Company has in the way of handling these Trading Accounts is the transferring of funds between Trading Accounts to cover possible negative balances, without this affecting in any way the other rights of the Company.
- 13.4. Any funds received in a currency for which the Client does not hold a Trading Account shall be converted by the Company into the Client's Base Currency. The conversion shall be made at the exchange rate applied on that day and at the time when the relevant funds are at the disposal of the Company.

### **14. SETTLEMENT OF TRANSACTIONS**

- 14.1. The Company shall proceed to a settlement of all transactions upon execution of such transactions. Unless otherwise agreed, the settlement of Transactions shall be in accordance with the normal practice for the Financial Instrument or market concerned.
- 14.2. The Client Account Statement shall be available via the Company's Trading Platform.

## 15. ORDER EXECUTION POLICY

- 15.1. The Company takes all reasonable steps to obtain the best possible results for its Clients, either when executing Client orders or receiving and transmitting orders for execution in relation to financial instruments. The Company's Order Execution Policy sets out a general overview on how orders are executed as well as several other factors that can affect the execution of a financial instrument.
- 15.2. The Client acknowledges and accepts that he has read and understood the "Order Execution Policy" document, which is uploaded on the Company's Website.
- 15.3. Likewise, and further to the above, the Client shall be deemed to have given his consent to the Company to execute or receive and transmit an order for execution outside a regulated market or an MTF.

## 16. COMPANY FEES

- 16.1. For any services provided to the Client as presented under this Agreement, the Company is entitled to receive fees from the Client as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said services. From time to time, the Company reserves the right to modify the size, the amounts and the percentage rates of its fees and the Client will be informed accordingly on the Website.
- 16.2. The Company reserves the right to change its fee structure, e.g. commission, charges, spreads, swaps and/or maintenance fee at any times by notification posted on its Website and without further notice to the Client. The Client is strongly advised to check the Website on a regular basis for any changes in fee structure.
- 16.3. The Client will pay the Company any amount which he owes, when due, in freely transferable, cleared and available same day funds, in the currency and to the accounts which will be specified, and without making any off-set, counterclaim, deduction or withholding, unless the Client is required to do so by law.
- 16.4. The Company may deduct any sum which is due and owing to it from the Client from any funds which it holds on the Client's behalf. For this purpose, the Company will be entitled to combine or make transfers between any of the Client's Trading Accounts. The Company has the right to close any open positions of the Client in order to settle any obligations owed by the Client to the Company.

- 16.5. Where applicable, the Company will charge the Client interest on any amounts due, which are not paid, at such a rate as is reasonably determined by the Company as representing the cost of funding such overdue amounts. Interest will accrue on a daily basis. Furthermore, in the case that the Client fails to make the required deposit within the given deadline, the Company may also proceed with the sale of Financial Instruments from his Trading Account(s) without further notice unless otherwise agreed upon by the Company and the Client. The Company will then notify the Client of the effected sale orally, via email or by sending a relevant notification via our Trading Platform.
- 16.6. The Company may deduct or withhold all forms of tax from any payment if obliged to do so under Applicable Regulations. If the Client is required by law to make any deduction or withholding in respect of any payment, the Client agrees to pay such amount to the Company and this will result in the Company receiving an amount equal to the full amount which would have been received had no deduction or withholding been required. The Company may debit amounts due from any of Client's Accounts.
- 16.7. The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.
- 16.8. The Client acknowledges and accepts that in the case of no activity in the Trading Account, including funding or trading, within one month, the Company reserves the right to charge a fixed administrative fee of 100 USD, subject to the Client having sufficient funds available. In the case the funds are not available the Company will charge a lower amount and close the Client's Account.
- 16.9. By accepting this Agreement, the Client has read, understood and accepted all the charges as these are uploaded on the Company's Website, in which all related commission, costs and financing fees are explained. The Company reserves the right to amend at its discretion all such commission, costs and financing fees and the new information will be available on the Company's Website. It is the Client's responsibility to visit the Company's Website and review it the time he is dealing with the Company as well as prior of placing any orders to the Company.

## 17. EVENTS OF DEFAULT

- 17.1. Each of the following constitutes an "Event of Default":
- The failure of the Client to perform any obligation due to the Company;
  - The Client is unable to pay the Client's debts when they fall due;
  - Where any representation or warranty made by the Client becomes untrue;
  - The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;

- Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 17.2. of this Client Agreement;
- An action set out in paragraph 17.2 of this Agreement is required by a competent regulatory authority or body or court;
- 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;
- In cases of material violation by the Client of the requirements established by the applicable legislation or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company;
- If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities;
- The Company reasonably suspects that the Client performed a Prohibited Action;
- The Company reasonably suspects that the Client performed Abusive Trading;
- The Company reasonably suspects that the Client opened the Client Account fraudulently;
- The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account;

17.2. 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:

- 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) or suspend the Cancellation feature of the Platform;
- d. Reject or Decline or refuse to transmit or execute 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;
- g. Cancel of profits gained through Abusive Trading or the application of artificial intelligence as well as robot in the Client Account or through the performance of a Prohibited Action as set out in Terms of Business;
- h. Take legal action for any losses suffered by the Company;
- i. Immediately close the Client Account.

## 18. SAFEGUARDING OF CLIENT'S FUNDS

18.1. When holding Client's Funds, the Company shall take every possible measure to safeguard the funds against the use of Client funds for its own account.



- 18.2. Client's funds will be held in any Client's Bank Account that the Company may specify from time to time.
- 18.3. The Company will maintain separate records in the accounting system of its own funds/assets and the funds/assets kept on behalf of the Clients so as at any time and without delay to distinguish funds held for one Client from funds held by any other Client, and from its own funds/assets.
- 18.4. The financial institution to which the Company will pass Client money 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.
- 18.5. The Company may hold Client money and the money of other clients in the same account (omnibus account).
- 18.6. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.
- 18.7. It is agreed that the Company shall have the right to transfer the Client money to successors or assignees or transferees or buyers, with ten (10) Business Days prior Written Notice to the Client.
- 18.8. The Company shall not conclude title transfer financial collateral arrangements with any Client who is a Retail Client for the purpose of securing or covering present or future, actual or contingent or prospective obligations of such Client.
- 18.9. The Company shall not grant security interests, liens or rights of set-off over Client money enabling a third party to dispose of the Client's money in order to recover debts that do not relate to the Client or provision of services to the Client, unless this is required by Applicable Laws and Regulations in a third country jurisdiction in which the Client money may be held. If the Company will enter into such an agreement, it will amend this Client Agreement accordingly to reflect this.
- 18.10. The Company provides to the Client access to an online system on which the Client can obtain information in relation to the Client money that the Company holds on behalf of the Client, as provided by Applicable Laws and Regulations.

## **19. DEPOSITS AND WITHDRAWALS AND TRANSFERS OF FUNDS**

- 19.1. The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the

Company as amended from time to time. The detailed information about deposit options is shown on the Website.

- 19.2. 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. 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.
- 19.3. Any amounts transferred by the Client to the Client's Bank Account will be deposited in the Client's Account at the "value date" of the received payment as soon as cleared and net of any deduction/charges by the Client's Bank Account providers. In case the Client's account reached a stop-out during the processing period of the deposit, the Company bears no responsibility for any losses suffered.
- 19.4. The Company has the right to refuse a Client's transferred funds in any of the following cases (this list is not exhaustive):
  - If the funds are transferred by third party;
  - If the Company has reasonable grounds for suspecting that the person who transferred the funds was not a duly authorized person;
  - If the transfer violates the Applicable Laws and Regulation.
- 19.5. In any of the above cases the Company will send back the received funds to the remitter by the same method as they were received, and the Client will suffer the relevant Client's Bank Account provider charges.
- 19.6. 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.
- 19.7. Upon satisfying the terms and conditions set out in the Agreement, the Company shall execute withdrawals of Client funds from the Client Account upon the Company receiving a duly filled and signed withdrawal form ("Withdrawal Form") in the method accepted by the Company from time to time.
- 19.8. The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations (i.e. Free Margin) from the Client's Account without closing the said account.

- 19.9. The Company shall process the payment of the requested withdrawing amount as soon as possible but no later than the next Business Day following the submission of the Withdrawal Form, provided and only if the following requirements are met:
- the withdrawal instruction is submitted in a Withdrawal Form, i.e. a form prescribed and accepted by the Company and which includes all required information, including all mandatory fields in the Withdrawal Form are filled in;
  - 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 provided that such bank account belongs to the Client;
  - the Client has signed the Withdrawal Form and the signature of the Client on the Withdrawal Form corresponds almost exactly to the signature of the Client on his/her official ID document, passport or any other officially verified document accepted by the Company;
  - at the moment of payment, the Client has sufficient funds in the Client Account and processing of such request will not result in a Client receiving a Margin Call;
  - there is no Force Majeure event which prohibiting the Company from effecting the withdrawal.
- 19.10. In case any of the above-mentioned conditions have not been met, the Company shall at its sole discretion take any necessary actions to ensure that (i) the identity of the Client is appropriately verified, (ii) the transfer is affected to the account that belongs to the Client, (iii) the Client has sufficient funds in his Client Account in order to maintain all Open Positions. All such necessary actions shall be processed in a reasonable time, which may exceed the time period set out in paragraph.
- 19.11. It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not allow to make withdrawals to any other third party or anonymous account.
- 19.12. 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.
- 19.13. 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.
- 19.14. Withdrawal fees may apply. The applicable fees may be found on the Company's Website.
- 19.15. The Client may send the request for internal transfer of funds to another Client Account held by him with the Company. Internal transfers shall be subject to the Company's policy from time to time.

- 19.16. 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 bear the loss.
- 19.17. The Client gives his consent and authorizes the Company to make deposits and withdrawals from the Client's Bank Account on the Client's behalf, including but not limited to, the settlement of Transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.
- 19.18. Unless the Parties otherwise agree, in writing, any amount payable by the Company to the Client, shall be transferred directly to the Client's personal account. Fund transfer requests are processed by the Company within the time period specified on the Company's Website and the time needed for crediting into the Client's personal account will depend on the Client's personal account will depend on the Client's Bank Account provider.
- 19.19. Client's withdrawals should be made using the same method used by the Client to fund his Client Account and to the same remitter. The Company reserves the right to decline a withdrawal with a specific payment method and will suggest another payment method where the Client needs to proceed with a new withdrawal request or request further documentation while processing the withdrawal request. Where applicable, the Company reserves the right to send Client's funds only in the currency as these funds were deposited. Where applicable, if the Company is not satisfied with any documentation provided by the Client, then we will reverse the withdrawal transaction and deposit the amount back to the Client's Account net of any charges/fees charged by the Client's Bank Account providers.
- 19.20. Client fund transfer requests and withdrawals will be performed from the Company's Client portal located on its Website.
- 19.21. The Client acknowledges that in case where a Client's Bank Account is freeze for any given period and for any given reason the Company assumes no responsibility and Client's funds will also be freeze. Furthermore, the Client acknowledges that he has read and understood the additional information provided on each payment method available on the Company's Client portal.
- 19.22. By accepting this Agreement, the Client gives his consent and authorizes the Company, where applicable, to transfer/hold his funds to another authorized broker in which the Client's funds will be located on a segregated Client's Bank Account. The Client also consents that his funds, where applicable, can be deposited in an omnibus account.

## **20. INTEREST AND CURRENCY CONVERSIONS**

- 20.1. Subject to the Clause below and save as otherwise agreed in writing, the Company shall not be liable to:

- pay interest to the Client on any credit balance in any Trading Account or on any other sum held by the Company; or
- account to the Client for any interest received by the Company on such sums or in-connection with any Contract.

20.2. The Client is entitled to interest on the basis of the Client's positive swaps.

20.3. The Client is obliged to pay interest on the basis of the Client's negative swaps.

20.4. The Company may vary such interest rates and/or thresholds for interest calculation without notice when changes are to the Client's advantage, or the grounds for changes are due to external circumstances beyond the Company's control. Such circumstances are, but not limited to,

- Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to the Company;
- Other changes in the general interest level, including in the money and bond markets, that is of importance to the Company;
- Changes in the relationship with the Company's Counterparties, which affect the Company's cost structures.

## 21. CHARGEBACK POLICY

21.1. The Company reserves the right to charge up to "200 USD research fee" if a chargeback is placed with the Client's credit card company (either intentionally or unintentionally) for any deposit made to the Client Account. This fee will be used to cover all investigative expenses to prove that the deposit was made the Client upon receiving the chargeback from the Company's merchant provider.

21.2. All fraud including credit card fraud will not be accepted by the Company and as such will be fully investigated and pursued under the law to its fullest extent. Any losses resulting on the Company will be fully pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research costs, human resource and loss of income.

21.3. The Company has systems installed to monitor fraudulent activities and any transactions that are detected are immediately cancelled along with any Orders associated with the transaction.

21.4. Any chargebacks made to the Company will be regarded as fraudulent if no attempt is made by the Client to help solve any issues related to a deposit. All unnecessary chargebacks result in costs for the Company and therefore:

- When suspicious activity relating to any deposit is detected by the Company, the respective deposit will be placed as 'Pending' and fraud detection checks will be performed during this time. Access to the Client Account will also be temporarily prohibited in order to reduce the Client's exposure to risk;
- All reviews are generally completed within one (1) Business Day; however, it may take longer for those deposits posing a potentially higher risk as more extensive fraud detection checks will be performed by the Company's compliance department. As a backup precaution, the Company may also make direct contact with the Client. The deposit will be immediately canceled and the funds will be refunded to the credit card in the case that the deposit is determined to be high-risk. In addition, it is at the Company's sole discretion to close any (and all) of the Client Accounts in such cases. Any active Orders will be cancelled immediately if associated with the same fraudulent credit card and/or Client Account;
- Any chargeback case that is made against the Company and is not successful will result in the sum being reimbursed to the Company along with charges for research and processing totaling 400 USD (the '200 USD research fee' as mentioned above and an additional '200 USD administrative processing fee'). Through this Agreement, the Client hereby gives his permission for any charges to be made to his credit card; if these charges are in anyway disputed, the Company reserves the right to take any legal action necessary in order to recover any losses associated with these claims;
- Any charges that are made against the Company and result as inconclusive will be passed to a third-party agency for collection and the appropriate credit bureaus will be informed of the Client's actions; in some countries this may lead to the Client's credit rating being affected for a number of years. Once the case reaches this stage, no settlement of the Client's debt will be accepted, the Company will only accept full payment. The Client's local police department will also be informed, and all necessary action will be taken as allowed by law;
- In addition, the Company will exercise its right to block the Client's access to the Platform and close the Client Account with the Company. Consequently, any profits or revenues may be seized, and the Company reserves the right to inform any third party. The Company is continually developing its tools to monitor any fraudulent activity and any cases from such activity will be decided on case by case basis and any decision made shall be final and non-negotiable;
- The Company reserves the right to deduct the disputed amount until any investigation is completed;
- Fraud is taken very seriously by the Company, all IP addresses are monitored and logged, and any fraudulent chargebacks will be investigated fully under the law.

## 22. FEES, TAXES AND INDUCEMENTS

Le Morne Capital LTD  
Pope Hennessy Street  
Suite 602, 6th Floor  
Hennessy Tower, Port Louis

Le Morne Capital LTD is registered and licensed by the Financial Services Commission (FSC) in Mauritius with authorization number GB21026774. Investment Dealer (Broker) License pursuant to Section 29 of the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Licensing and Fees) Rules 2008 and Licensed by Financial Services Commission, Mauritius.

- 22.1. 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.
- 22.2. The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.
- 22.3. Should the Company pay or receive any fees, costs or inducements for the introduction of the Client or associated with trading in CFDs or Physical Shares, it shall notify the Client according to Applicable Regulations.
- 22.4. Before the Client places any Orders with the Company the Client should refer to the prices, charges and spreads and Maintenance Fee or Swaps and Management Fee published on the Website, which are binding on both Parties. From time to time, the Company, in its absolute discretion, may offer lower prices or spreads than the ones published on the Website at that time. The Client will be informed ex-ante and ex-post about the costs and associated charges and Maintenance Fee related to trading in CFDs and Physical Shares as provided by Applicable Regulations. The Client will also be informed of the applicable prices, charges, Maintenance Fee and spreads and any terms and conditions. This does not affect the commitment of the Company to offer the same level and quality of service to all Clients.
- 22.5. The Company, further to the fees and charges paid or provided to or by the Client or other person on behalf of the Client, may pay and/or receive fees/commission to/from third-parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company's duty to act in the best interests of the Client.

### **23. INTRODUCING BROKERS**

- 23.1. The Client may have been referred to the Company by an Introducing Broker. If so, the Company shall not be responsible for any agreement made between the Client and the Client's Introducing Broker.
- 23.2. Based on a written agreement with the Company, the Company will pay a fee or commission to the Introducing Broker. This fee/commission is related to the frequency/volume of transactions performed by and the number of referred Clients to the Company.

- 23.3. The Company shall not be liable for any type of agreement that may exist between the Client and the Introducing Broker or for any additional costs that may arise as a result of this Agreement.
- 23.4. The Client acknowledges that the Introducing Broker is not a representative of the Company nor is he authorized to provide any guarantees or any promises with respect to the Company or its services.
- 23.5. In its written agreement with Introducing Brokers, the Company prohibits Introducing Brokers from providing investment advice to Clients.

#### **24. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 24.1. On a continuing basis, a Client represents, warrants, covenants and undertakes to the Company, both in respect of himself and any other person for whom the Client acts as an agent, that:
- The Client is authorized and has the capacity to enter into this Agreement and any Transactions which may arise under them;
  - The Client is over 18 years old and is aware of the local laws and regulations of his country of residence in regard to being allowed to enter into this Agreement;
  - All the information he provides in the account registration form/KYC as well as in any other documentation is complete, true and accurate. For any change or amendment in the above-mentioned information, including change of address, the client remains responsible to notify the Company;
  - The Client confirmed that he has obtained the necessary approvals from the relevant regulatory/legal and compliance authorities to make use of the services provided pursuant to this Agreement;
  - The Client has read and fully understood the entire contents of the Agreement with which he fully accepts and agrees;
  - The Client acknowledges that the Company shall not be obliged to inform the Client on an individual basis for any developments or changes on existing laws, directives, regulations, information and policies from any competent authority, but the Client should refer to the Website to obtain all these data and information as well as to any other documents that the Company may from time to time publish;
  - The Client agrees to direct advertising through cold calling by phone, or personal representation or by email or any other electronic means used by the Company;
  - There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;



- Client's performance under any transaction in accordance with this Agreement does not violate any agreement and/or contract with third parties;
- This Agreement, each enforceable against the Client in accordance with their terms and do not violate the terms of any Applicable Regulations;
- There are no pending or, to the best of the Client's knowledge, any legal proceedings before any court, arbitration court, governmental body, agency or official or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against him of this Agreement and any transaction which may arise under them or the Client's ability to perform his obligations under this Agreement and/or under any transaction which may arise under them in any material respect;
- The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks thereof, and he is capable of understanding and willing to accept (financial and otherwise) those risks;
- Any information that the Client provides to the Company will not be misleading and will be true and accurate in all material respects. The Client will inform the Company if his position changes and the information provided to the Company becomes misleading or does not materially represent his capacity and ability to trade with the Company;
- By entering into this Agreement, the Client acknowledges and understands that, when participating in the Company's promotions, he will be bound by the terms and conditions of such promotions applicable at the time on the country of residence of the Client;
- No Event of Default has occurred or is continuing;

## 25. CONFLICTS OF INTEREST

- 25.1. The Company, its associates or other persons or companies connected with the Company may have an interest, relationship or arrangement that is material in relation to any transaction or Contract effected, or advice provided by the Company, under this Agreement. By accepting this Agreement and the Company's Conflict of Interest Policy (which distinctly describes the general character and/or background of any conflict of interest) the Client agrees that the Company may transact such business without prior reference to any potential specific conflict of interest.

## 26. ANTI-MONEY LAUNDERING PROVISIONS

- 26.1. The Company is obliged to follow certain requirements as set out by the compliance department as well as local authorities for preventing and suppressing money laundering activities, which requires Investment Firms to obtain certain verification documents from Clients.

- 26.2. The Company may also request from the Client to inform the Company how monies being invested were obtained/accumulated. This process may require proof of certain documentation.
- 26.3. The Company has the right not to carry out orders or instructions received from the Client as long as the Client has not supplied the information requested by the Company. The Company takes no responsibility for any possible delays where the Client's verification documents are outstanding.

## 27. INDEMNITY AND LIMITATIONS OF LIABILITY

- 27.1. The Client is obliged to compensate the Company for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by The Company as a result of or in connection with:
- the Client's breach of this Agreement;
  - The Company entering into any transaction or Contract; or
  - The Company taking any of the steps which the Company is entitled to take in an Event of Default;

Unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as result of the Company's gross negligence or willful default.

- 27.2. This right to compensation shall survive any termination of the Client relationship.
- 27.3. Without prejudice the Company shall not be liable for:
- any loss (including consequential and other indirect losses), expense, cost or liability (together referred to as "Loss") suffered or incurred by the Client as a result of or in connection with the provision of the Investment Services hereunder unless and to the extent that such Loss is suffered or incurred as a result of the Company's gross negligence or willful default;
  - any Loss due to actions taken by the Company according to its rights under this Agreement, or;
  - any consequential or other indirect loss suffered or incurred by the Client whether arising from the Company's negligence or otherwise.
- 27.4. Especially, the Client acknowledges, recognizes and accepts that any market recommendation and any information communicated by the Company does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information from sources believed by the Company to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified and unverifiable. The Company makes no representation,

warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client.

## **28. PROVISION OF INFORMATION, DATA PROTECTION**

- 28.1. The Client shall promptly provide the Company with any information which the Company may request as evidence for the matters referred to in the Agreement or to comply with any Application Regulations or otherwise and will notify the Company if there are any material changes to such information.
- 28.2. It is the Company's policy to take all necessary steps to ensure the personal data held, is processed fairly and lawfully in accordance with the Applicable Laws and Regulation.
- 28.3. The Company holds personal data relating to the Client in connection with products and services offered to him except to the extent that the Company is required or permitted by law. Personal data provided to or obtained by the Company will be used for the purposes of providing the Client with the products and services he has requested.
- 28.4. The Company has the right without informing the Client to inform any third parties or authorities in regard to the Client's personal information, transactions or any other information as it may deem necessary in the case where the Client is directly or indirectly involved in fraud.
- 28.5. The Client acknowledges and accepts that he has read and accepted the Company's "Privacy Policy", which is uploaded on the Company's Website.
- 28.6. Neither Party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other Party of which it may in the course of its duties or obtain possession of, and each Party shall use all reasonable endeavors to prevent any such disclosure. However, this shall not apply if a Party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another person who according to the law is entitled to demand disclosure, or in order to enable the party sufficiently to fulfill its obligations pursuant to this Agreement.
- 28.7. By accepting this Agreement, the Client authorizes the Company to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client. Furthermore, the Company may disclose requested and relevant information relating to the Client to third parties in order to facilitate the transfer of funds by credit card initiated by Client.
- 28.8. By accepting this Agreement, the Client permits the Company to transfer personal information about the Client submitted to or collected by the Company with any legal entity within the Company. The Company may transfer such personal information for the purposes of complying

with regulatory matters, providing and performing Investment Services, and other services which the Company offers from time to time subject to its license, conducting marketing, and managing the client relationship. Furthermore, the Company may share such personal information with a third-party agency working on behalf of the Company with the purpose of performing client analysis for the use of the Company's sales and marketing and with any introducing broker working on behalf of the Company for the purpose of completing the due diligence and approving of account applications.

- 28.9. The Client's personal information will be stored no longer than necessary to carry out the purposes listed in this Agreement. The Client has the right to request correction, supplementation, deletion, or blocking of such personal information if inaccurate, incomplete, or irrelevant for the purposes of the processing or if processed in any other way that is unlawful. In certain circumstances, the Client may also have the right to object for legitimate reasons to the processing of such personal data in accordance with the procedures set forth in the applicable data protection regulations and to seek other legal remedies available in connection with the processing of such personal information.
- 28.10. Telephone conversations and communications between the Client and the Company as well as internal communications which relate to the Client's affairs and/or Transactions and/or Orders might be recorded and kept by the Company and such recordings and communication will be the sole property of the Company. The Client accepts such recordings or communication as conclusive evidence of the Orders or conversations so recorded. A copy of such recordings and communications as well as internal communications which relate to the Client's affairs and/or Transactions and/or Orders will be available on request by the Client for a period of five (5) years and where requested by the regulator for a period of up to seven (7) years.

## 29. TERMINATION

- 29.1. Either Party can terminate the Agreement by giving five (5) Business Days written notice to the other Party. During the termination notice, the Client is obliged to close all open positions. In the case where the Client has open positions during the termination period, then the Company reserves the right to close all Clients' open positions.
- 29.2. Upon termination of this Agreement, the Company will be entitled, without prior notice of the Client, to cease the access of the Client to the Company's Trading Platform.
- 29.3. The Company may terminate the Agreement immediately without giving five (5) Business Days written notice in the following cases:
- Death of the Client;
  - Any measures of bankruptcy or winding up of the Client are taken;
  - Such termination is required by any competent regulatory authority or body;

- The Client violates any provision of the Agreement or any other Agreement and in the Company's opinion, the Agreement cannot be implemented;
- If the Client's trading activity was determined as abusive.

29.4. The Company may terminate the Agreement immediately without giving five (5) Business Days written notice, and the Company has the right to reverse and/or cancel all previous transactions on a Client's account, in the following cases:

- The Client involves the Company directly or indirectly in any type of fraud, in which it places the Company's as well as other Company's clients interests at risk prior to the terminating the Agreement;
- The Company has grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth operation and/or orderly of the Company's Trading Platform.

29.5. The termination of the Agreement shall not in any case affect, the rights of which have arisen, existing commitments or any contractual commitments which were intended to remain in force after the termination and in the case of termination, the Client shall pay for:

- Any pending fees/commission of the Company and any other amount 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;
- Any damages which arose during the arrangement or settlement of pending obligations.

29.6. The Company has the right to subtract all above pending obligations from the Client's Trading Account.

29.7. Upon termination of the Agreement, the Company shall immediately hand over to the Client's assets (i.e. funds) in its possession, providing that the Company shall be entitled to keep such a Client's assets as necessary, to pay any pending obligations of the Client.

### **30. FORCE MAJEURE**

30.1. The Company will not be liable to the Client for a failure to perform any obligation or discharge any duty owed under this Agreement if the failure results from any cause beyond our control, including, without limitation:

- acts of God, war, fire, flood, earthquake or other natural disaster;
- terrorist attack, civil war, threat of or preparation for war, imposition of sanctions, explosions;

- Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.
- postal or other strikes or similar industrial actions or disputes;
- any law or any action taken by a government or public authority;
- any breakdown, or interruption of power supply or failure of utility service or of transmission or communication or computer facilities;
- hacker attacks or other illegal actions against the Company's electronic Trading Platform or of the equipment of the Company;
- the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company related its Quotes, or the imposition of limits or special or unusual terms on trading in any such market or on any such event;
- the failure of any relevant exchange, clearing house and/or broker for any reason to perform its obligations;
- Labour disputes and lock-out;
- 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;
- A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority;
- Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Company);
- Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

30.2. In case such an event occurs, and the Company reasonably believes that Force Majeure exists, the Company may, without any prior notice to the Client, at any time and without limitations, take any of the following actions:

- increase margin requirements;
- determine at its discretion the quotes and spreads that are executable through the Trading Platform;
- decrease leverage;
- close out any or all Client's Open Positions at such prices as the Company considers in good faith to be appropriate;
- suspend or freeze or modify any or all terms of this Agreement to the extent that the Force Majeure makes it impossible or impracticable for the Company to comply with them;

- suspend the provision of any or all Investment Services of this Agreement;
  - regards to the position of the Company, the Client and all the other Company Clients;
  - 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;
  - 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;
  - Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage.
- d) Cancel any Client Orders
- Refuse to accept Orders from Clients;
  - Inactivate the Client Account;
  - Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
  - Increase Spreads;
  - Decrease Leverage;
  - Change Stop Out Level.

30.3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

### **31. INFORMATION DISCLOSURE**

31.1. By accepting the Agreement and Terms of Business the Client hereby authorizes the Company to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable market rules, without prior notice to the Client. Moreover, the Company is entitled to disclose necessary and required information about the Client to third parties, to facilitate the transfer of funds from the Client's credit card.

### **32. LIMITATIONS OF LIABILITY AND INDEMNITY**

32.1. In the event the Company provides the Information as specified in paragraph 8.3. of this Client Agreement, the Company shall not, in the absence of its fraud, willful default 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.

32.2. 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.

- 32.3. If the Company, its directors, officers, employees, Affiliates, or agents incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform(s), then the Company, its directors, officers, employees, Affiliates, or agents bear no responsibility whatsoever, it is the Client's responsibility to indemnify the Company for such.
- 32.4. The Company shall in no circumstances be liable to the Client for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement, the provision of the Services or the use of the Platform(s).
- 32.5. The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the Provision of the Services and use of the Platform(s).

### 33. REPRESENTATIONS AND WARRANTIES

- 33.1. 22.1. The Client represents and warrants to the Company the following:

- 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;
- The Client is of sound mind and capable of taking decisions for his own actions;
- 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;
- 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;
- 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;
- The Client is duly authorized to enter into the Agreement, to give Orders and to perform its obligations hereunder;
- 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 authorized to do so;
- 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;



- 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;
- The Client has read and fully understood the terms of the Agreement including the information in the Appendixes;
- 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;
- 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 (12) 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 soon as possible will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;
- The Client is not from the USA and North Korea, as the Company does not accept Clients from these countries;
- He has read and understands the Risks Disclosure and Warnings Notice;
- The Client consents to the provision of the information of the Agreement by means of a Website or email;
- 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 of the Agreement, the Company's various policies, trading reports, and information about the nature and risks of investments by posting such information on the Website or sending via email. Should the Client wish, he may request for these to be sent by post.

#### **34. COMPLAINTS AND DISPUTES**

- 34.1. In case the Client has raised a question or a problem with the account executive or another employee of the Company without receiving a satisfactory answer, the Client is entitled to file a written complaint with the Compliance Department in the Company. The Compliance Department hereafter investigates and answers the complaint.

#### **35. MISCELLANEOUS**

- 35.1. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

- 35.2. The Company shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of the Company's Website e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that the Company is a party to the conflict and including cases where only part of the Company's functions are affected by such events.
- 35.3. If the Client's combined exposure in one or more margin trades reaches a level which - in case of an adverse market development - may lead total significant deficit not covered by the Client's deposits and/or margin with the Company, The Company may in its reasonable discretion (i) increase the margin requirements and/or (ii) reduce the Client's exposure by closing one or more or all of the Client's open positions.
- 35.4. Furthermore, the Company is entitled in its reasonable opinion to determine that an emergency or an exceptional market condition has occurred. Such conditions shall include, but are not limited to, the suspension or closure of any market or the abandonment or failure of any event to which the Company relates its quote or the occurrence of an excessive movement in the level of any Margin Trade and/or underlying market or the Company's reasonable anticipation of the occurrence of such a movement. In such cases the Company may increase its margin requirements, reduce the Client's exposure, close any or all of the Client's open trades and/or suspend trading.
- 35.5. The Client may not assign its rights or delegate any of the Client's obligations under this Agreement to others whereas the Company may assign its rights or delegate its obligations to any regulated financial institution.
- 35.6. For various investments, instruments and groups of Clients, the Company may provide additional business agreements. The Client acknowledges, understands and accepts that:
- such business agreements made available to Clients shall constitute an addition to this Agreement; and
  - the Client should not undertake any transaction unless the business terms applicable for such investment instrument or group of Clients have been understood and accepted. Transactions undertaken by the Client notwithstanding above, shall be deemed as had this sub-clause indeed been complied with.
- 35.7. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 35.8. No delay or omission on the part of the Company in exercising any right, power or remedy provided by law or under this Agreement, or partial or defective exercise thereof, shall: #

- impair or prevent further or other exercise of such right, power or remedy; or
- operate as a waiver of such right, power or remedy.

- 35.9. No waiver of pleading a default of a clause in this Agreement shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same clause or as authorizing a continuation of the particular breach.
- 35.10. By accepting this Agreement on behalf of a corporation or other legal entity, the person signing represents and warrants that he/she is authorised to act on behalf of such corporation or legal entity and to bind the same to this Agreement and all obligations arising hereunder. If at a later stage it becomes apparent that the signatory was not duly authorized to bind the corporation or legal entity, the Company will have the right to seek restitution from this person. Furthermore, the signatory shall indemnify the Company against all liabilities, losses, damages, costs and expenses in relation to any claims or action brought against the Company as a result of the signatory holding out to be authorised to act and bind any such corporation or legal entity.
- 35.11. The domain name [www.lemornecapital.com](http://www.lemornecapital.com) (hereafter the “Website”) is owned by the Company. The Company may also register and operate other website mainly for promotional and marketing purposes in languages other than English.
- 35.12. The Company’s records, unless proven to be wrong, will be the evidence of Client’s dealings with the Company in connection to the Investment Services provided. The Client will not rely on the Company to comply with Client’s record keeping obligations, although records may be made available to the Client on request at the Company’s discretion.
- 35.13. The Agreement and all Transactions are subject to Applicable Regulations so that: (i) if there is any conflict between the Agreement and any Applicable Regulations, the latter will prevail; (ii) nothing in the Agreement shall exclude or restrict any obligation which the Company has towards the Client under Applicable Regulations; (iii) the Company may take or omit to take any action it considers necessary to ensure compliance with any Applicable Regulations and whatever the Company does or fails to do in order to comply with them will be binding for the Client.

## **36. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY**

- 36.1. Unless otherwise specified, the Client has to send any notice, instruction, request or other communication in writing to the Company’s mailing address.
- 36.2. Information may be provided by the Company to the Client in paper format or by email to the Client’s email address provided during his registration.

- 36.3. All notices/information provided by the Company or received from the Clients should be in the English language.
- 36.4. In order 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.
- 36.5. 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.
- 36.6. 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.
- 36.7. Any communications sent to the Client (documents, notices, confirmations, statements, reports etc.) are deemed received:
- If sent by email, within one (1) hour after emailing it and provided the email has left from the Company's outlook;
  - If sent by the Platform's internal mail, immediately after sending it;
  - 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;
  - If sent by telephone, once the telephone conversation has been finished;
  - If sent by post, three (3) Business Days after posting it;
  - If sent via commercial courier service, at the date of signing of the document on receipt of such notice;
  - If sent by air mail, eight (8) Business Days after the date of their dispatch;
  - If posted on the Company Webpage, within one (1) hour after it has been posted.
- 36.8. 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. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.
- 36.9. Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.
- 36.10. 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.
- 36.11. Orders shall only be placed on the Platform or via phone.

### **37. LANGUAGE OF COMMUNICATION**

- 37.1. Language of communication between the Company and the Client shall be in English. All binding contractual documentation is available in English. The Client accepts and understands that the official language of the Company is the English language.
- 37.2. Any other language translation is provided as a convenience only. In case of any inconsistency or discrepancy between original English texts and their translation into other language, as the case may be, original versions in English shall prevail.
- 37.3. The Client should always refer to the legal documentation posted on the Website of the Company for all information and disclosures about the Company and its activities.

### **38. APPLICABLE LAWS AND REGULATIONS**

- 38.1. This Agreement and all transactional relations between the Client and the Company are governed by the laws of Mauritius and any disputes shall be settled by the local competent courts.
- 38.2. This Agreement and all transactions are subject to Applicable Laws and Regulations so that nothing in this Agreement shall exclude or restrict any obligation by the Company to the Client under Applicable Laws and Regulations. The Company may take or omit to take any action it considers necessary to ensure compliance with any Applicable Laws and Regulations. All applicable laws regulations and whatever the Company does or fails to do in order to comply with, will be binding on the Client. Such action that the Company takes or fails to take for the purpose of compliance with any Applicable Laws and Regulations shall not render the Company or any of its directors, officers, employees or agents liable.

### **39. SEVERABILITY**

- 39.1. 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 enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

### **40. NON-EXERCISE OF RIGHTS**

- 40.1. Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, of 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.

#### **41. AMENDMENTS**

- 41.1. This Agreement may only be amended upon the prior written consent of both the Company and the Client, provided that the Company may amend this Agreement by notice in writing on its Website where the Company considers that amendment is necessary to comply with laws and regulations of any other competent body. In the case of an amendment by notice in writing to the Client from the Company, such amendment shall become effective on the date specified in the notice on its Website and will be deemed to be accepted when the Client places an order in the trading platform after the date on which the amendment becomes effective.
- 41.2. The Company may upgrade the Client Account, the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client.

#### **42. ASSIGNMENT, AUTHORISED REPRESENTATIVES AND INTRODUCER**

- 42.1. 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 five (5) 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.
- 42.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 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 five (5) Business Days prior Written Notice to the Client.
- 42.3. 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.
- 42.4. 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 and this person is approved by the Company fulfilling all of the Company specifications for this.

- 42.5. Unless the Company receives a written notification from the Client for the termination of the authorisation of Authorized Representative, the Company 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.

### **43. LANGUAGES**

- 43.1. Language of communication between the Company and the Client shall be in English. All binding contractual documentation is available in English
- 43.2. Upon its sole discretion the Company, may communicate with the Client in other language than English, however in case of any discrepancy between the meanings of any communications and/or meanings, or any other communications forming part of this Document or any other agreements, information or communication in any other language, the meaning of the English Language version shall prevail.
- 43.3. The Company or third parties may have provided the Client with translations of this Document. The original English versions shall be the only legally binding version. In case of discrepancies between the English version and other translations in the Client's possession, the original English version provided by the Company on the website shall prevail.

### **44. INVESTMENT ADVICE**

- 44.1. Should the Client specifically request it, the Company may provide the Client, at his request, with the Investment Service of Investment Advice; this includes information and personal advice about investment possibilities suitable to his investment profile and his specific investment objectives, in order to enable the Client, after understanding the investment risks involved in the proposed or desired Financial Instrument or service, to take his own investment decisions.
- 44.2. It is understood that the Company shall not have any duty to monitor the Client's investments or the course of the Financial Instruments that the Client chooses over a specific time period nor shall it have any duty to provide continuous update to the Client regarding any developments. However, should the Company decide to undertake monitoring of the performance of the Client's investment, this shall be done at the Company's discretion and shall not create a responsibility for continuous monitoring. The Company shall be pleased to advise the Client at any specific time the Parties agree.

- 44.3. Once the Investment Advice is provided, the final choice for effecting or not any transaction in Financial Instruments lies with the Client and he shall be solely responsible for any unexpected return of any investments.
- 44.4. It is agreed and understood that any information or recommendations by the Company which are made available in any way to the Client within the framework of Investment Advice, are strictly personal, are addressed to the Client only, and their publication, reproduction or disclosure in any way by the Client to any third party is forbidden and the Company shall have no liability towards third parties for this reason.
- 44.5. The provision of Investment Advice shall be subject to fee to the Company. The fees shall appear in the Website or agree upon individually with the Client.

#### **45. PORTFOLIO MANAGEMENT SERVICE**

- 45.1. If the Client wishes so, the Company will offer to the Client access to use the Social Trading features of the Platform, which involve the provision of the Service of Portfolio Management.
- 45.2. For the purposes of the provision of the Portfolio Management Service only, the Client hereby appoints the Company as a manager of his Portfolio ("Portfolio" - shall mean the portfolio of cash and Financial Instruments in the Client Account), which provides the Company's authority to automatically conclude any Transactions or Orders and perform operations with the Client's Portfolio on a discretionary basis without preliminary consultations or approvals each time with the Client.
- 45.3. In providing the Portfolio Management Service to the Client, the Company shall have the right (and without prior reference to the Client):
- purchase (or otherwise acquire), sell (or otherwise dispose of), maintain, exchange or trade in Financial Instruments;
  - execute Orders with the Company's execution venues, including Orders outside regulated markets and multilateral trading facility as defined in the Law, for example enter into over the counter transactions ("OTC");
  - debit or credit the Client Account.
- 45.4. For the avoidance of any doubt, in offering the Service of Portfolio Management, Orders will be executed according to "The Order Execution Policy", which is available on the Company's Website and the Agreement, hence any reference to placement or execution of Orders in the Agreement (unless specifically differentiated or the meaning commands otherwise) shall also cover Orders placed or executed under the Service of Portfolio Management.
- 45.5. The value of the Portfolio will be the Balance in the relevant Client Account. The initial value of the Client's Portfolio will be the one at the date the Company provides access to the Social



Trading features. In the event of termination of the Agreement, the final value of the Portfolio will be the value of the portfolio on the date of termination.

- 45.6. The value of the Client's Portfolio may be calculated at the end of each Business Day and may be observed on the Platform at the end of the Business Day.
- 45.7. The Company will provide the Client with an online access to the Platform(s) used by the Client. Where the Company deems that the information that will be provided by the Platform is inadequate and does not meet the requirements of Applicable Regulations.
- 45.8. The Client undertakes to and is obliged to assess the performance of his Portfolio as well as of individual Signal Providers which he may be copying from time to time to assess the overall performance of his Portfolio and/or any particular Financial Instrument. The Platform will provide information which will enable the Client to assess whether his Portfolio or particular Financial Instrument has diminished and/or increased in value.

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**Le Morne Capital LTD**

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Hennessy Tower, Port Louis

Le Morne Capital LTD is registered and licensed by the Financial Services Commission (FSC) in Mauritius with authorization number GB21026774. Investment Dealer (Broker) License pursuant to Section 29 of the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Licensing and Fees) Rules 2008 and Licensed by Financial Services Commission, Mauritius.

## APPENDIX 1- CFD TRADING TERMS

### 1. SCOPE

1.1. This Appendix is applicable only to those Clients trading in the Financial Instruments of CFDs.

### 2. TYPE OF ORDERS

2.1. The following CFD Orders may be given by the Client:

- Buy;
- Sell;
- Sell Limit, Sell Stop;
- Buy Limit, Buy Stop;
- Take Profit, Stop Loss;
- Set Expiry date
- Any other Orders available on the Platform.

### 3. PLACING, CANCELLING OR REMOVING ORDERS AND EXECUTION OF CLIENT ORDERS

- 3.1. It is understood that additional terms, conditions, requirements, functionalities and limitations may apply for CFD trading which are available on each Platform the Client agrees that he is bound by them, and the Company has the right to change these without any prior notice to the Client; therefore, the Client agrees to check for such changes before placing a new CFD Order. In addition, CFD Orders are placed and executed in accordance to the Contract Specifications, the financing charges, the Rollover Policy and the trading hours, available on the Website, and the Company has the right to change these without any prior notice to the Client; therefore, the Client agrees to check for such changes on the Company's Website before placing a new CFD Order. The Client also agrees to pay applicable Management Fee for trading in Physical Shares.
- 3.2. Orders can be placed, executed and (if allowed) changed or removed within the trading hours for each CFD appearing on the Company's Website, as amended from the Company from time to time. Pending Orders, not executed, shall remain effective through the next trading session (as applicable). Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be cancelled. All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.
- 3.3. Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending Orders if the Client Account Equity reaches zero.

- 3.4. Orders cannot be changed or removed after placed in the market. Stop Loss and Take Profit Orders may be changed even if the trade was placed in the market as long as they are higher in distance than a specific level (depending on the trading symbol).
- 3.5. The Client may change the expiration date of pending Orders or delete or modify a pending Order before it is executed.
- 3.6. The Company shall receive and transmit for execution all Orders given by the Client strictly in accordance with their terms. The Company will have no responsibility for checking the accuracy of any Order.
- 3.7. Orders are executed as follows:
  - Take Profit (T/P) Orders are executed at stated prices;
  - Stop Loss (S/L) Orders are executed at stated prices, depending on the market opening prices;
  - Stop Loss (S/L) Orders set for lock positions are executed at first market prices-at first price the Company obtains;
  - Buy Stop and Sell Stop Orders for position opening are executed at first market prices-opening at the price the Company obtains.
- 3.8. During the course of this Agreement in relation to all individual CFD trading the Company will receive the Client Orders and transmit them for execution to a third party which will be the execution venue and counterparty in the CFD. A list of the Company's execution venues is available on the Website. The Company will not be the counterparty in a CFD.
- 3.9. The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue.
- 3.10. It is the Client's responsibility to be aware of his positions at all times.

#### 4. QUOTES

- 4.1. In the event that the Company is unable to proceed with an Order with regard to price or size or other reason, the Company will send a re-quote to the Client with the price it is willing to deal.
- 4.2. The Quotes appearing on the Client's terminal are live. However, if there's high volatility in the Underlying Market the execution of the Order may change due to execution time and also the Client may ask for price but he will get the first price that will be in the market.

- 4.3. The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

## **5. FINANCING CHARGES, CONTRACTS SPECIFICATIONS, ROLLOVER POLICY AND TRADING HOURS**

- 5.1. All CFDs available with the Company will have a daily financing charge. Financing charges for different types of CFDs appear in the Contract Specifications, which are found in the Website and/or Platform.
- 5.2. All Physical Shares available with the Company will have a daily Management Fee for holding open position which will be charged at the end of each business day and each Wednesday the fee will be tripled.

## **6. SWAPS**

- 6.1. The Company will display on its Website the terms, when swap points are calculated. On Wednesdays these are tripled on MT5 platforms.

## **7. LOTS**

- 7.1. 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.

## **8. TRAILING STOP, EXPERT ADVISOR AND STOP LOSS ORDERS**

- 8.1. The Client agrees that trading operations using additional functions on the Platform, such as but not limited to Trailing Stop and/or Expert Advisor or similar automated trading software are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.
- 8.2. The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

## 9. MARGIN REQUIREMENTS

- 9.1. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD.
- 9.2. It is the Client's responsibility to ensure that he understands how a Margin is calculated.
- 9.3. Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client ten (10) Business Days Written Notice prior to these amendments. 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.
- 9.4. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.
- 9.5. The Company has the right to close and or limit the size of the Client Open Positions (New or Gross) and to refuse new Orders in any of the following cases:
  - The Company considers that there are abnormal trading conditions;
  - The value of the Client collateral falls below the minimum Margin requirement;
  - At any time equity (current balance including Open Positions) is equal to or less than a specified percentage of the Margin (collateral) needed to keep the open position;
  - The Company makes a Margin Call and the Client fails to meet it;
  - In an Event of Default of the Client.
- 9.6. The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.
- 9.7. When a Margin Call is made, the Client will be offered with all or any of the three options to deal with the situation:
  - limit his exposure (i.e. close trades);
  - hedge his positions (i.e. open counter positions to the ones he has) while reevaluating the situation; or
  - deposit more money in the Client Account.
- 9.8. If a Client fails to meet a Margin Call and the market works against him his positions will be closed at Stop Out level of 50% and the Company has the right to refuse a new Order.
- 9.9. Margin must be paid in monetary funds in the Currency of the Client Account.

- 9.10. 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.

## 10. BENEFITS

- 10.1. At the discretion of the Company and subject to Applicable Regulations, the Company shall have the right from time to time to provide its Clients with various benefits compliant with Applicable Regulations (hereinafter all together the “Benefits”). Additional terms and conditions may apply for the Benefits each time.

## 11. ROBOT TRADING

- 11.1. Should the Client wish to use Robot, he must first obtain the prior written approval of the Company. Breach of this obligation is considered an Event of Default.

## 12. DIFFERENCE AND SETTLEMENT

- 12.1. Upon completing a Transaction:
- a. The Client shall be liable for the Difference if the Transaction is:
    - i. a Sell, and the closing price of the Transaction is higher than the opening price of the Transaction; or
    - ii. a Buy, and the closing price of the Transaction is lower than the opening price of the Transaction.
  - b. The Client shall receive the Difference if the Transaction is:
    - i. a Sell, and the closing price of the Transaction is lower than the opening price of the Transaction; or
    - ii. a Buy, and the closing price of the Transaction is higher than the opening price of the Transaction.
- 12.2. Unless the Company agrees otherwise, the Client hereby authorises the Company to debit or credit the Client Account with the relevant sums at the closing of each Transaction. It is understood that once the Client places 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.

## APPENDIX 2- SOCIAL TRADING TERMS

### 1. SCOPE

- 1.1. This Appendix 2 is applicable only to those Clients engaging in Social Trading. Social Trading involves the provision of the Investment Service of Portfolio Management.
- 1.2. Social Trading is only available for CFD Transactions.

### 2. AUTOMATIC ORDERS

- 2.1. The Platform provides the Client with the ability to use the Automatic Orders. The Client agrees and understands that when activating the Automatic Orders, Orders will be placed automatically for the Client every time a data from the particular Signal Provider is generated. So, as soon as the Signal Provider places an Order for himself the Platform will automatically send a signal to the Client Account of the Client to copy/imitate the Order of the Signal Provider.
- 2.2. It is agreed and understood that the Automatic Orders do not require the Client's approval or confirmation or consent or his interference in the characteristics of an Order each time an Order is placed. For these purposes, the Client hereby grants to the Company authority to automatically execute all such Orders on a discretionary basis without preliminary consultations with or approvals or consent from the Client each time, by automatically copying the same Order of the particular Signal Provider chosen by the Client.

### 3. SIGNAL PROVIDERS

- 3.1. The Company will present on the Platform and/or its Website a list of active Signal Providers, their nicknames and their trading history. Signal Providers are also clients and not employers of the Company.
- 3.2. The Client acknowledges that the use or reliance of the trading history of the chosen Signal Provider does not guarantee the future performance or that the Client will not suffer losses. In providing the information of each Signal Provider on the Platform or its Website, the Company is not considered as providing advice or commendations or suggestion or proposal to choose a Signal Provider for Automatic Orders or assurance or guarantee that his future trades will be consistent with his previous successful trading activity.
- 3.3. It is agreed and understood that the Company does not generate, advice on or decide the trading strategy or decisions or activity of the Signal Providers.
- 3.4. The Client hereby acknowledges that the Company may at any time terminate its relationship with a Signal Provider, for any reason, without prior notice to the Client and hence the Client

will not be able to use the Automatic Orders in relation to that Signal Provider. The Company will not be held liable to the Client for any damages caused as a result of such an event.

#### 4. FEES

- 4.1. The Client is liable to pay the fees applicable for the CFD trading, under Appendix 1. In addition, for the use of Social Trading the Client shall be liable to pay the Signal Provider with the applicable Performance Fees and each Signal Provider shall set up his own may Performance Fee, which will be visible in his profile. The Performance Fees will be paid out of the net profit (based on watermark) of the Client.

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#### Le Morne Capital LTD

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