

CLIENT AGREEMENT

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Client Agreement

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CLIENT AGREEMENT

Standard 'Terms and Conditions'

This Client Agreement, as amended from time to time, will take effect as of 01 June 2024.

1. Scope of this Agreement

- 1.1. This Client Agreement (the 'Agreement'), as amended from time to time, is the document which governs the contractual relationship between you (also referred to as 'Client', 'your' as appropriate) and MBFX Trading Ltd (also referred to as 'MBFX', 'Company', 'we', 'our', 'us' as appropriate) concerning the services we provide and your activity with us. You should read the agreement carefully, understand and agree with the terms and conditions before you enter into a contractual relationship with us. In case you have any objections to these terms and conditions or if you do not agree to be bound by these terms and conditions or any part thereof, you should not enter into this Agreement or use or access our trading Platform or services.
- 1.2. MBFX Trading Ltd is a private limited company incorporated under the laws of the Saint Lucia, Registration Number, authorized and regulated by the Saint Lucia Securities and Exchange Commission ('SAINT LUCIA'), license No. 2023-00532, Our registered address, Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.
- 1.3. Please ensure you take sufficient time to read the Agreement as well as any other legal documentation and additional information available to you via our website prior to opening an account and/or carrying out any activity with us. Should you need any further clarification, please contact us. For more information, please visit our Legal Page.
- 1.4. By accepting these terms and conditions you enter into a legally binding agreement with us. You acknowledge that you have read, understood and accepted the terms and conditions of the Agreement and any related Policies or legal documents. Please note that the Distance Marketing of Consumer Financial Services, does not require the Agreement to be physically signed by either the Client or the Firm in order for both the above-mentioned parties to be legally bound by it.

2. Our Business

2.1. MBFX is a pioneer online trading group that was founded in 2019 , and has revolutionized currency, commodities, indices and CDF trading in over 50 countries ever since. We are pioneers in developing online trading as a consumer product, and one of the leaders in the market with customized technology and personal service tailored to all levels of knowledge and experience traders, accessible from any location. We develop easy and user-friendly online trading platforms for execution-only transactions in the over-the-counter spot foreign exchange, forward foreign exchange, CFD commodities CFD Index markets, CFD Shares and CFD Cryptocurrencies (“Financial Products”) and options trading. We further provide you with real-time tradable BID-ASK tradable prices by collecting and aggregating information sourced through, independent price providers, relevant exchanges and interbank participants who normally supply liquidity and information to the global FX and Futures market and distributes the real time BID-ASK tradable prices to you via our proprietary and 3rd party trading platforms.

2.2. Our proprietary platforms include:

- Web Trading Platform for desktop devices;
- Web Trading Platform for mobile devices;
- iOS Application (Compatible with iPhone™, iPad™);
- Android Application.

2.3. Our non-proprietary (third party) platforms include:

- MetaTrader 5 (MT5) – proprietary rights of Metaquotes Software Inc.;
- MetaTrader 5 (MT5 mobile version)– proprietary rights of Metaquotes Software Inc.;
- MT5 Platform- proprietary rights of MT5 Inc.

2.4. We also provide you with the following services:

- Direct Phone Dealing with our professional client managers.
- Dealing via the Company Chat Service.

2.5. MBFX will offer you access to MT5 social network. MT5 will be provided to various jurisdictions as the Company may deem necessary from time to time. You hereby acknowledge, agree and confirm that certain trading

conditions via MT5 shall differ in comparison with the trading conditions available in our proprietary platform. Such trading conditions, include but is not limited to: (a) Market orders opened manually or closed manually by the Client via MT5, are subject to slippage.

3. Our Services

3.1. We will offer you access to trading a number of instruments in the form of CFDs (also referred to as “Leveraged Products”). Please visit our Website for detailed descriptions of the instruments we offer and the contract specifications. Please read also the Key Investor Information Document Overview in our [Legal Page](#).

3.2. The Company offers Cross-border services to . MBFX Trading Ltd also offers

3.3. The Company provides the following Investment and Ancillary Services to the following financial Instruments:

a. Investment Services and activities

- Reception and transmission of orders in relation to one or more financial instruments;
- Dealing on own account;
- Execution of orders on behalf of clients in relation to one or more financial instruments.

b. Ancillary services

- Safekeeping and administration of financial instruments, including custodianship and related services;
- Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
- Foreign exchange services where these are connected to the provision of investment services;

c. Financial Instruments

- Money-market instruments;
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
- Financial contracts for differences (CFDs).

3.4. We do not provide investment or any other advice and/or recommendation. Under no circumstances, does MBFX provide investment advice or recommendation to the Client or state an opinion in relation to a transaction on which a Client may or may not rely on in order to make an investment decision. The Client understands that he/she shall make their own assessment of any transactions and not rely on any opinion, research or analysis provided by MBFX or any affiliates, employees or otherwise as being a recommendation or advice. Further to this, the Client hereby confirms that by entering into the Agreement he/she has made their own decisions as to whether the entry and continuation of the Agreement is appropriate, based on their own judgement. If the Client considers it necessary, independent advice should be sought.

3.5. We do not provide portfolio management and/ or investment research services. Any material containing markets analysis is considered marketing communication and should not be construed as advice, recommendation or research.

3.6. MBFX, from time to time and as often as it deems appropriate, issue and/or distribute third party material (the 'Material'), which contains information including but not limited to the conditions of financial markets, market updates etc. posted through our Website and/or any other media. It should be noted that the Material is considered to be marketing communication only and does not contain and should not be construed as containing investment advice and/or investment recommendation and/or, an offer of or solicitation for any transactions in financial instruments; any decision to enter into a specific transaction shall be made by the Client. MBFX makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a recommendation, forecast or other information supplied by any employee of MBFX, a third party or otherwise. All expressions of

opinion included in the Material are subject to change without notice. Any opinions made may be personal to the author and may not reflect the opinions of MBFX.

- 3.7. We do not provide investment, financial, legal, tax or regulatory advice nor we provide any other form of recommendation. Any material or information or other features which may be provided to the Client via our Website, trading platforms, marketing or training events or otherwise, is generic and not be treated as advice suitable for the Client or based on a consideration of the Client's personal circumstances. You understand that you shall make your own assessment of any transaction prior to entering into a trade, and shall not rely on any opinion, materials or analysis provided by us or any of our affiliates, employees, or other related parties as being advice or recommendation. If you are unsure of whether proceeding with this Agreement, you may wish to seek independent advice.
- 3.8. The Company acts as principal and not as agent on the client's behalf for all trades in the instruments provided by the Company and, therefore, is the sole venue for execution of the clients' orders. All orders and trades entered through the company's trading platforms are NOT executed on a Trading Venue (Regulated Market, Multilateral Trading Facility or on an Organised Trading Facility) but they are executed by the Company. Therefore, the Client may be exposed to greater risks than trading on a Trading Venue. Furthermore, the Client is only able to close its open positions with the Company. For more information, please read our Order Execution Policy on our Legal Page.
- 3.9. Trading hours of each financial instrument appear in the Company's Website. Trading hours may change due to several factors such as Holidays, unusual market conditions which affect liquidity, or circumstances out of Company's control. The Company aims to update the trading hours as necessary to reflect these changes.
- 3.10. MBFX is entitled to refuse the provision of any investment services to you, at any time deems necessary, without being obliged to inform you of the reasons to do so.

4. Opening an account

- 4.1. Once you have registered and open an account with MBFX you authorize us to use all the information you have provided us with, and to conduct further

enquiries about you as we, in our sole discretion, may deem necessary or appropriate in the circumstances, including but not limited to confirming the identification information, requesting additional information etc. We may conduct any searches as we deem appropriate at any stage of the relationship; and you have the obligation to cooperate with us fully and provide us with any information required promptly. You understand that, failure to do so may lead to the termination of the relationship between you and us. We may further conduct any searches with third parties for the purpose to verify your identity against any particulars on any database to which such third parties have access to.

4.2. We will rely on the information you have provided us in your Account Opening registration process as being correct, complete and accurate, unless you notify us otherwise in writing. It is your responsibility to inform us in writing if any of the details provided have subsequently changed and/or are not accurate and/or incorrect.

4.3. Based on the information you provide us with, and in accordance with the applicable rules as amended from time to time we will assess whether you have sufficient knowledge and/or experience to understand the risks associated with trading CFDs. You acknowledge, understand and accept that depending on your level of knowledge and your personal circumstances you may be treated differently from other Clients.

4.4. Opening a Live Trading Account (Active Account):

In order to be able to enter into trading transactions, you will first need to open an Active Account. There are different types of accounts you can choose to operate. You may change or upgrade your account to suit your requirements. In order to, do so please, talk to one of our professional client success managers. However, each client is only permitted to operate one active trading account with us.¹ Where a client opens more than one Active Account with us, the company reserves the right to close the additional accounts and all related open trading positions.²

4.5. Know Your Customer (KYC) Documentation/Client Identification Procedure:

4.5.1. You agree to provide true, current and complete information about yourself during the registration process. If you are an authorized representative of a company, you declare that you have the authority to bind the company to this Agreement. We are required by law to obtain, verify, and record information identifying each person who opens an account. Hence, when you open an account, we ask that you provide certain

documentation to identify yourself and to verify the information you have submitted to us upon registration.

¹ Clients may only operate more than one active account if the additional account(s) are in different currencies or of different classifications.

² Where multiple accounts are closed, clients are normally left with one active account in which to continue trading. This account is normally the account that was opened originally.

4.5.2. Client Identification Procedure:

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

- Proof of ID: A clear copy of your driver's license, national ID card or your national passport.

Note: If the proof of ID is different than the country of residence, residence permit is required.

Plus

- Proof of Address: A clear copy of a recent utility bill, bank statement or any other local authority bill. Your proof of address must include your full name and address and must have been issued within the last 6 months.
- b. The collection and approval of the KYC documents and verification of your identity via phone communication will need to be completed within fifteen (15) days (hereinafter referred to as the “verification procedure”) from the establishment of a business relationship (acceptance of the Client Agreement terms).
- c. If the verification procedure is not completed within 15 days from the establishment of a business relationship, we will close your account and you will no longer be able to trade or deposit.
- d. Any open or pending positions will be closed at the current rate at 21:00 GMT on the fifteenth (15th) day after the establishment of a business relationship (see Terms & Conditions).
- e. Any free balance in the closed account will be sent back to you via bank transfer and/or via any other method the Company might deem necessary. In this respect we will ask for all necessary payment details to complete the

transaction and you will incur any transfer fees or charges applicable to the transaction.

- f. Any losses will be deducted from the return funds (deposits).
- g. Deposited funds cannot exceed the amount of 2000 USD if the verification procedure has not been completed within 15 days of accepting the Client Agreement.
- h. MT5 accounts only: You will not be able to trade with MT5 accounts until we have collected and approved your KYC documents which must also be within 15 days of accepting the Client Agreement.

4.5.3. We reserve the right to refuse or reject a registration at our own discretion or based on regulatory restrictions imposed on us.

4.6. Client Categorization

The Company will automatically categorise you as 'Retail Client' in accordance with Saint Lucia rules, as amended from time to time. If you wish to be re-categorised, then you should contact the Company in writing with your re-categorisation request. The Company shall review your request and respond appropriately. The Company reserves the right to review your categorisation from time to time and re-categorize you to a different category if it deems necessary. For more information, please read the Client Categorization Policy in our Legal Page.

4.7. Account Security, Authority and Management:

4.7.1. Once you open an account with us, you need to set a username and password (hereinafter referred to as "Access codes") that you can use every time you use our services. Please take any necessary actions required to keep this information away from public view and do not share it with others. You are responsible to protect this information and keep them confidential. If you misplace or lose any of the above data or you suspect that someone else has access to them, you should notify us immediately in writing.

4.7.2. We reserve the right to revoke your access and/or the access of any authorized person to our software at any time, where we deem necessary.

4.7.3. We will only accept instructions from you and/or any person authorized (hereinafter referred to as "Authorized person") on your behalf pursuant to a duly executed 'Power of Attorney'. For the avoidance of doubt, authorized persons shall not be considered clients of MBFX. However, we will consider

any instructions from an authorized person as coming directly from you, and we may act upon such instructions without the need to confirm their authenticity and/or validity.

4.7.4. In addition to anything else specified above, we may rely on any instructions coming from any person in possession of your Access codes as if these instructions were coming from yourself, without us making any further enquiry.

4.7.5. If under any circumstances, you reveal your Access codes to any person, whether intentionally or unintentionally, we shall bear no responsibility for any loss that may arise, including, but not limited to financial loss and/or loss of opportunity due to your actions and/or omissions.

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

4.8. Clients' money - Segregated Accounts:

We are a financial services regulated company, following transparent processes in all our relations with you. All funds we receive from you are treated as 'Clients Money' and they are kept in separate client bank accounts (segregated accounts) in reputable banking institutions of our selection. We are obliged by law to perform regular reviews and monitoring of how these accounts are maintained and operated by such banking institution.

4.9. Currency:

All amounts concerned for the opening and the operation of your account will be payable in the currency that you chose upon opening your account with us.

4.10. Payment Methods:

We will only accept cleared funds (funds that are available in your bank /debit /credit card account). There are three primary methods of payment that you may choose, so as to make your transactions:

- Bank transfer
- E-Wallets

4.11. Withdrawals & Deposits:

- 4.11.1. Deposits: When depositing funds via any kind of payment method as stated herein, you must use your personal account in a financial institution established within the country of your permanent residence and/or the country you have registered your account with MBFX.
- 4.11.2. Documentation: To proceed with the execution of a withdrawal order, you need to provide us with the minimum required documentation verifying your identity so that we can authenticate your identity, as required by law, credit card companies' regulations and our internal policies. We reserve the right to decline any withdrawal request where we believe that such request may lead to a breach of any legal and/or regulatory obligation.
- 4.11.3. Withdrawals: We will use all our best endeavours to process the withdrawals within one business day (no more than 24 hours). The approval of your KYC documents for verification purposes, according to our policy and applicable Law, is required prior the withdrawal request. We will further take reasonable steps to ensure keeping you informed about the progress of any funding and/or withdrawal request, specifically in relation to processing times and any required documentation that if not in place may result in delays. Further information about the processing times can be found on our Website, however, this information is provided for indicative purposes only. You understand that there may be instances where we cannot guarantee these times because of events outside of our control. When choosing an account base currency, other than the currency used in your debit or credit card, you may incur fees which are due to currency conversion or other charges; therefore, your refunded amount may vary slightly from the sum that you initially deposited in your account base currency. Please read the terms and conditions of the bank that you hold an account with regarding their charge policies in currency conversion. It is our policy to ensure that all withdrawals, either in part or in full of the funds you deposit with us are sent to the same source where the funds came from.

We reserve the right to accept or decline any funding and/or withdrawal request by you depending on the payment method. If we are unable to withdraw the funds based on your requested payment method, we reserve the right (but shall under no circumstances be obliged) to withdraw the funds via an alternative payment method selected by us, at our sole discretion. More information on our accepted payment

methods can be found on our website. For instance, where a client has requested to withdraw with a different method compared to the method, he/she used to deposit, the request may be rejected, and you will be permitted to withdraw via another method you have used in the past.

4.11.4. Wire Transfers: When depositing funds via bank transfer, you must use your personal bank account in a bank established within the country of your permanent residence. This is an absolute requirement imposed by Anti-Money Laundering legislation. An authentic SWIFT, or transfer confirmation, indicating the origin of the funds, must be sent from your bank to us. If such SWIFT or transfer confirmation is not sent, the deposit may not reach your account and it will be returned to your bank account. As already established, any withdrawal of funds from your account, be refunded to the same bank account that the funds were originally received from. If we are unable to refund the funds to the same remitter from, and by the same payment method thorough which such funds were initially received by us, we reserve the right (but shall under no circumstances be obliged) to transmit the funds via an alternative payment method selected by us, at our sole discretion, in any currency we deem fit (regardless of the currency in which the initial deposit was made). Under these circumstances, we shall not be responsible for any transfer fees or charges imposed by the receiver and/or any currency exchange rates resulting from the payment of such amount.

4.11.6.E-wallets payment methods: If you decide to deposit funds via e-wallets, you are bound by the rules and regulations of this service provider. You may also be liable to further TAXATION and other restrictions. Please read the terms and conditions of your service provider for further information. For offline eWallet payment methods you must also provide us with the payment confirmation details of your deposit. The approval of your KYC documents for verification purposes, according to our policy and applicable Law, is required prior to the deposit. You must also provide us with the payment confirmation details of your deposit. We will credit your account with the net amount we received. Please note that we may have to execute withdrawals via a facility other than the provider you used for the original deposit, if required for legal and regulatory purposes (Anti Money Laundering rules). Please, further note that if you request to return you any profits through an e-wallet payment method, you will bare all the charges.

4.11.7. Deposit Limit Restrictions: Please also note that we may, upon our own discretion, impose certain restrictions on the amounts that you have deposited using your debit or credit card if available in your region.

4.11.8. Receipt of money by mistake: If you receive money from us by mistake, you agree to hold such amount of money in trust for the benefit of MBFX or the beneficial owner. In the event you use any funds sent to you by mistake, we will have a claim on those funds, together with any profit derived from the use of those funds, on behalf of the beneficial owner.

4.12. Islamic Accounts:

4.12.1. In the event of a client who, due to its observance of Islamic religious beliefs, cannot receive or pay interest, such customer may elect to designate, in the manner provided, their trading account to be a 'swap-free' account not charged with or entitled to rollovers and/or interest (hereinafter referred to as 'Islamic Account'). The customer hereby confirms and accepts that a request to render their account as Islamic shall only be made due to the said Islamic religious beliefs and for no other reason whatsoever. The Company reserves the right to refuse to accept the request of a customer to designate their account as an Islamic Account. Any open positions of Islamic accounts will expire at 12:00 GMT in 14 days from the day of opening the position.

4.12.2. Islamic accounts are to be used in good faith. Clients may not abuse their Islamic Account, which includes, but it is not limited, to:

- (i) using the swap free account to make profits from swaps or not paying swaps.
- (ii) requesting the payment of any swap amounts that have been lost because of converting their normal trading account to Islamic Account for the period during which their normal trading account have been converted into an Islamic Account.
- (iii) abusing their Islamic Account by taking advantage of not paying swaps, including, but not limited, fraud, manipulation, cash-back arbitrage, carry trades or other forms of fraudulent or deceitful activity.

4.12.3. In the event that the Company suspects that a client is abusing the rights conferred to them by the classification of their account as an Islamic Account, the Company has the right, without prior notice, to proceed immediately with one or more of the following:

- i. Recall or cancel the designation of the Account as Islamic Account and render it a normal trading Account; and/or
- ii. Close any open positions and reinstate them upon the then real market price. The client hereby, acknowledges that they shall bear all costs derived from the aforementioned action, including but not limited to, the cost on the change of the spread; and/ or

- iii. Correct and recover any accrued swaps and interest expenses or costs pertaining to the client's tradings of their Islamic Account; and/or
- iv. Cancel all client trades and profits earned or losses incurred due to abusing their Islamic Account; and/or
- v. Terminate the client agreement.

4.12.4. The Company reserves her right to cancel the client's Islamic Account at her discretion at any time without being obliged to provide any explanation or justification.

4.13. Corporate Actions:

4.13.1. Takeovers and Transformations (including but not limited events such as share consolidations/splits, mergers, takeovers, spinoffs, MBOs, de-listings, etc.). Depending on the circumstances of each event, we endeavour when possible, to close out open Positions immediately prior to the event taking place. As a result of such event, if any Instrument becomes subject to an adjustment, we shall determine the appropriate adjustment to be made to your account given the diluting or concentrating effect of the action. Such adjustment shall represent the economic equivalent of the rights and obligations of us and you immediately prior to the action.

4.14. Trader Accounts Archiving (MetaTrader 5 platform (MT5)):

4.14.1. Each Sunday, we perform automatic archiving to MT5 accounts that meet ALL of the following conditions:

- time of account inactivity (time since last access to the MT5 accounts (login)) exceeds 180 consecutive days; AND
- the account balance is 0; AND
- there are no open positions on that account; AND
- no positions were closed during the inactivity period (no trading activity on the account, such as transmitting of agent's commissions, deposits & withdrawals).

4.14.2. You may re-activate your MT5 trading accounts at any time, following archiving, at no charge or penalty, by contacting us.

4.15. Order of Execution:

4.15.1. The Company takes all sufficient steps and a number of factors into account, so as to obtain the best possible results for the Company's clients, either when executing client orders or receiving and transmitting orders for execution, in relation to financial instruments.

4.15.2. By entering into this Client Agreement, you acknowledge that you have read and understood the "Order of Execution Policy" document and you furthermore consent that the Company will execute or receive and transmit an order for execution outside a regulated market or an MTF. Please read the Company's Order of Execution Policy in the Legal Page.

4.16. Trading Conditions and Expiry Dates:

4.16.1. The product specifications and/or conditions (incl. rolling/swap fees, spreads, premium etc.) are available on our trading platform and on our Website, as amended from time to time. You are responsible to ensure that you remain updated with regards to our product specifications and conditions, as well as any other information and you shall take all necessary actions to safeguard your interest where you believe you may be affected. You understand that the product specifications and/or conditions may be varied. You will continue to be bound by the Agreement in the event of any of these amendments taking place.

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

4.16.3. We may, in our sole and absolute discretion, set an Expiry Date and time for a specific Instrument. In the event we set an Expiry Date for a specific Instrument, that date will be displayed on the Trading Platform. It is your responsibility to ensure that you are aware of the Expiry Date and time.

4.16.4. If you have not closed any open positions with respect to an Instrument which has an Expiry Date, prior to such Expiry Date, the position shall automatically close upon the Expiry date. The position shall close at a price which will be the last price quoted on the trading platform immediately prior to the applicable Expiry Date and time.

4.17 Non-sufficient tradable balance: Where you want to enter into or modify a Transaction and the amount of money (“tradable balance”) is not sufficient you acknowledge and agree that your debit/credit card stored in your account might be debited to meet the required amount.

5. Our Charges

5.1. Prior to entering into any transaction with the Company, please ensure you have understood and considered any and all applicable charges such as Spread(s), Rolling/ Renewal Fees etc. (“Charges”). It is your responsibility to ask for further clarifications should you require so. Any applicable charges are deducted from your Account(s) directly.

5.2. Charges may appear in other units, other than monetary such as spread which can vary depending on the instrument and market conditions. Spread cost is measured in pip value and you will be able to find the value of a pip across all of our instruments on our Website: <https://www.mbfx.co/trade/forex-spreads/> .

5.3. We reserve the right to amend, alter, modify, delete or add to any of these Charges at any time and at our sole discretion. When these Charges are modified, we will post any such changes on our Website. Where there is any material change in any applicable charges, you will be informed in writing in advance, unless such change comes as a result of an unforeseen market circumstance, where we may notify you on or after the event. Where the changes are due to external circumstances beyond our reasonable control, we are entitled to modify such charges with immediate effect and we may notify you of the changes as soon as practicably possible. It is your responsibility to review the Charges on our Website from time to time so as to ensure that you will be aware of any such changes.

5.4. Dormant Accounts:

Client accounts in which there have been no transactions for a set period of twelve (12) consecutive months will be considered dormant. Dormant accounts are charged with a dormant fee of US\$25 or the full amount of the free balance in the account if the free balance is less than US\$25. There will be no charge if the free balance is zero. If an account continues to be considered as “Dormant”, the above-mentioned dormant fee will be performed semi-annually (in other words every six (6) months).

5.5. Maintenance Fees:

Clients must provide us with all necessary payment details to send them back any free balance available in their closed account. Closed accounts for which no payment details have been provided are charged with a monthly maintenance fee of US\$5 or with the full amount of the free balance if the latter is less than US\$5.

5.6 Rolling/Renewal Fees:

Overnight financing fees may apply for some types of financial instruments, and trades in these will be subject to 'rolling fees' if kept open overnight. Details on the daily financing fees are available for each financial instrument within each trading platform.

- For the Non-Proprietary Platform (MT5 Platform), rolling/renewal fees are charged daily with a triple fee collection on Wednesday and they are deducted from the Balance when the position is closed.
- For the Proprietary Platforms, rolling/renewal fees are imposed daily with a triple fee collection on Wednesday, . In case the account balance has insufficient balance, the renewal fee will be deducted automatically from the client's credit card. In circumstances a collection of the fee is not viable, the company will inform the client for the uncollected rolling fees via email. If we are unable to collect the rolling fees, we will close some, or all of your opened positions after 24 hours. Closing of deals due to uncollected rolling fees will not take place during the weekend. Your Day Trading positions will remain open until Monday at 21:00 GMT, when the rolling fees will be collected.

6. Our Communications with you

6.1. We will communicate with you about any notice, instruction, request, change made the terms and conditions of this Agreement, our policies and legal documents or any other communication ("communications") via your registered e-mail, the trading platform, the Company's website, telephone or, where we wish to send a formal communication to you in writing, and/or via post to your registered address. It is your responsibility to ensure you have read all and any communication we may send you from time to time, via any of the abovementioned communication methods. You hereby agree to the communications being made to you.

6.2. Except as otherwise is specified in this Agreement, any notice, instruction, request or other communication to be given by you to us under the Agreement shall be in writing and shall be sent to the Company's contact details. All our contact details are available on our Website. Any communication from you to us

shall be deemed effective on the date and time of receipt by us.

6.3. You hereby agree and consent that both prior and following the establishment of the business relationship, the Company's official language is the English language which is the legally binding version. Should you wish to communicate with you in another language please contact us.

You further consent and agree that we will provide you with any information, notices or disclosure and other information, including periodic statements, change of terms, and privacy via electronic means (durable medium). Should you wish to communicate with you via any other methods (i.e. hardcopy) please contact us.

7. Product Intervention Measures

7.1. The company adapts with product intervention measures ("measures") on the provision of CFDs to retail investors in order to ensure investor protection. Therefore, the below measures will govern your trading activity with MBFX:

- a. Negative balance protection and Margin Close-out restrictions;
- b. Margin Close-out will be limited to 30% on account basis;
- c. New leverage limits on the opening of a position by a retail client from 30:1 to 2:1, which vary according to the volatility of the underlying, as follows:
 - 30:1 for major currency pairs;
 - 20:1 for non-major currency pairs, gold and major indices;
 - 10:1 for commodities other than gold and non-major equity indices;
 - 5:1 for individual equities and other reference values;
 - 2:1 for cryptocurrencies;

For further information, in regard to the product intervention measures please read our Order Execution Policy on our Legal Page.

8. Price discovery disruption on Cryptocurrencies

8.1. As with all trading products on MBFX, cryptocurrencies are available as Contracts for Difference (CFD), where you trade on the price change without owning the underlying product. We base the price of cryptocurrencies on the underlying market, as provided to us by the exchanges.

8.2. A number of situations can give rise to price discovery disruption. In addition, unique to the Cryptocurrency world, a situation known as fork can occur. This is when groups of miners disagree on the software to be used for mining and this misalignment, resulting in a fork where the Cryptocurrency has been split into two different Cryptocurrencies. A soft fork is when the original and the forked version of the Cryptocurrency coexist, where a hard fork causes the forked Cryptocurrency to replace the original.

In such situations we will:

- a. aim to notify you of the situation as soon as possible. However, given the decentralized nature of Cryptocurrencies this may not be possible.
- b. aim to ensure price discovery. In the case of uncertainty, and price discovery becomes disrupted we will settle all trades at the last available tradable quote or make a cash adjustment on your account.
- c. aim to protect clients by disabling trading as soon as reasonably possible. These actions are at our absolute discretion.

Risks related to trading CFDs on cryptocurrencies (“virtual currencies”):

- Trading on virtual currencies is not covered by any regulatory framework;
- Trading on virtual currencies is not covered by the and therefore falls outside the scope of the Company’s regulated activities governed by the;
- Virtual currencies are not appropriate for all investors and therefore, investors should not trade in such products if they don’t have the necessary knowledge and expertise in this specific product; they should always be fully aware and understand the specific characteristics and risks related to these products;
- Trading in such products does not entitle the investors to any protection under the Investors Compensation Fund (ICF);
- You are not entitled to submit any complaints/disputes against the Company to the Financial Ombudsman of the Saint Lucia, in case such complaints/disputes relate to your trading in these products.

By continuing with trading on cryptocurrencies, you acknowledge that you are aware of the risks involved on this product and you proceed with your own discretion and responsibility.

9. Marketing/Promotions

9.1. The Company runs certain seasonal promotions related to its products, from time to time. Each promotion is subject to its unique terms and conditions that you ought to read carefully each time before you participate. If you do not agree with part of the whole of the terms of each Promotion, you are strongly advised not to participate.

10. Termination

10.1 If you wish to terminate this Agreement, you can do so at any time and for whatever reason, without any penalty, by notifying us immediately in writing and provided that, there are no open positions on your Account, and/or any outstanding obligations to us.

10.2 If we wish to terminate this Agreement, we can do so at any time and for whatever reason we deem necessary, by providing you with a minimum of 7 days' written or verbal notice. In this event we will specify the termination date and close any open positions on your Account. However, if any of the events specified in clause 10.3 below occurred, we will terminate our contractual relationship with you earlier or even immediately without notice.

10.3 Early/Immediate Termination. Grounds for early/immediate termination may include but are not limited to:

- act of bad faith (News Gap and Break Gap Trading Abuse);
- breach of any clause in this Agreement;
- tampering with our systems, software and platforms;
- acts that may put our goodwill and business in jeopardy;
- misleading, untrue statements;
- fraudulent or misrepresenting information;
- default of payment;
- conviction or accusation of any illegal action (fraud or crime);
- bankruptcy, insolvency, receivership of either party;
- restriction imposed on us by the legislator;
- any other reason that we consider appropriate and necessary;
- an unauthorized activity.

11. Unauthorised Activities

11.1. Introduction. It is not permitted to use the services of the Company for an activity that is not authorised. In using the services of the Company, you agree and acknowledge that you will not use our products and services for any

Unauthorised Activity. Descriptions of unauthorised activities are listed below (non-exhaustive list).

11.2. Unauthorised Activity' means any act, including but not limited to:

- a. Money Laundering. The concealment of the origins of illegally obtained money, typically by means of money transfers involving foreign banks or legitimate businesses. Evidence that would tend to show the potential of this would include depositing and withdrawing funds without trading, providing false contact information and providing false documentation.
- b. Arbitrage. Arbitrage describes any trading result that is the outcome of actions that either eliminate the risk totally or significantly, usually abusing features provided by the Company.
- c. Abusing Expert Advisors (EAs): Expert Advisors (experts) are programs in the terminal that have been developed in MetaQuotes Language (MQL5) and used for automation of analytical and trading processes. Where we have reasonable grounds to believe that you have not acted in good faith, including, but not limited to where we determine that you have, willingly or not, abused the Expert Advisors (EAs) on MBFX Non-Proprietary Platforms, then we reserve the right to take the appropriate actions as stated herein.
- d. Use of Unsuitable Documentation. Documentation is required to be provided by every client proving their identity and permanent residential address. Additionally, verification of a payment method, such as a credit card, may also be required. Unsuitable documentation may include fake, forged or altered documentation, which extends to alterations made physically or with alterations made by a computer to a photograph or scan.
- e. Hedging in bad faith. Hedging is a strategy used in limiting or offsetting the probability of loss from fluctuations in the prices of commodities, currencies, or securities. In effect, hedging in bad faith is the employment of various techniques but, basically taking equal and opposite positions in the same Financial Product or a Financial Product highly correlated at near the same time, indicating no interest in genuine trading. This can happen over a single account or over multiple accounts.
- f. Use of excessive leverage. Excessive leverage is the opening of a position that requires a margin that is nearly all of the free balance. This strategy

significantly heightens the danger of the clients' account ending up in a sizeable negative balance.

- g. Trading on off-market quotes. It is not permitted to conduct any activity involving the purchase of Financial Products of any price other than the market price at that instant.
- h. Price latency, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, cannot exist in an OTC market. Any transactions that rely on price latency or price feed errors may be subject to intervention which includes the right to void any transactions which MBFX has determined to be a result of any of these practices without prior notice sent to the client.
- i. Churning. Churning means excessive trading aiming to generate commissions. While there is no quantitative measure for churning, frequent buying and selling of securities that does little to meet the client's investment objectives may be construed as evidence of churning.
- j. News Gap and Break Gap Trading Abuse. All products observe a break either intraday, daily or weekly. It is the norm that the last price before the break and the first price after the break to be significantly different. This difference, also known as a 'gap', means there is no market (no tradable prices) in that range. A gap can also be the outcome of news release. The Company is proud to offer in its Proprietary Platforms and mobile apps a guaranteed stop loss, take profit, pending order execution and negative balance protection to protect and enhance the trading of its clients. Negative balance protection is offered on all Platforms. Nonetheless, it is prohibited to use these features in bad faith. Examples where these features are used in bad faith are:
 - I. Positions opened minutes or even seconds before the break or news release, in an attempt to generate profits without the risk of market moves.
 - II. Positions that are large enough compared to the balance of the account, in an attempt to either generate profits or end up in a negative balance, which the company pays on your behalf.
 - III. Simultaneous positions in the opposite direction (pending or market orders), indicating no interest in the market direction.

- k. Multiple Account Operation. Clients may not trade using the accounts of others or allow others to trade using their account. ³ Evidence of this activity includes (i) accounts operating from the same location, (ii) using/indicating the same IP address, (iii) multiple accounts displaying the same deposit and withdrawal patterns, (iv) accounts showing similar or identical trading patterns or (v) accounts sharing the same device. Where this activity is discovered, the Company reserves the right to close the affected accounts and all related open trading positions.
- l. Scalping is forbidden during illiquid hours (GMT 21:00 – 23:59)
- m. Trading exclusively during illiquid hours (GMT 21:00 – 23:59) is forbidden.

11.3. Action. The Company reserves the right to take the appropriate action where deems necessary in circumstances where the terms and conditions of this agreement have been breached. The consequences of breaching one or more of the conditions, deemed as ‘unauthorized activities’, include but it is not limited to the suspension or closure of trades, the return of funds, the suspension or closure of your account, changing and/or decreasing the leverage, disable of EAs, cancellation of any profits, etc.

12. Intellectual Property

12.1. All intellectual property of our proprietary platforms, products and services belongs to the Company. We allow you only the access and the use of the platforms for the performance of the trade transactions. Intellectual Property includes but it is not limited to any copyright on materials, the platforms, software, processes, source code, websites, patents, designs, databases, patents, trademarks, methodology, know-how, trade secrets, business plans, promotional and marketing material, in any sort of form. We retain all rights, title and interest in all our Intellectual Property rights, arising out of this Agreement.

13. Non-Exclusive License to Use the Platform

13.1. We only grant you with a non-exclusive and non-transferable license to access and use our proprietary platforms or third-party platforms that we manage and to benefit from our products and services. You shall not attempt to access or use our website, any platform or applications (i.e. the “System”) that we own or we manage, for any purpose that is not expressly authorised by this Agreement, including but not limited

to the following actions: copy, merge or transfer copies, lease, sublicense, distribute, transfer, adapt, upgrade, modify, translate or timeshare, reverse engineer, disassemble, decompile, alter or amend our Intellectual Property, in whole or part; make variations, enhancements or improvements to the System; alter or amend any or all of the content of our on-line accounts or third party accounts that we manage (or any part thereof); use the System (or any part thereof) to store or otherwise archive in any form, any pricing data or other data provided via the System, for any purpose, without our prior consent.

13.2. The non-proprietary platforms are owned by third parties. Separate terms and conditions of access and use may apply. Please visit [MetaTrader5](#) for details.

³ A client may allow another person to trade using their account where the company gives express permission and the client provides express written permission to do so in the form of signing a Power of Attorney document to that effect. The additional trader must be named in the document and must provide 'Know Your Customer' documentation.

14. Exclusion of Liability

14.1. You must be over 18 years of age, so as to enter into a contractual relationship with us.

14.2. You are aware that our services are currently provided solely electronically. We are not liable for any system failure either from your side or ours, including but not limited to internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to your system or ours, hardware error, mobile applications non-compatibility with our System, including our proprietary or third-party system. We cannot guarantee that the software and / or the system that we own, or we manage on behalf of a third party, is uninterrupted and error-free or available at all times.

14.3. You will not transmit to or in any way, whether directly or indirectly, expose our System to any computer virus or other similarly harmful or malicious material or device.

14.4. In no event shall we be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, system, products and services, except as stated in this agreement.

15. Indemnity

15.1. You agree to indemnify us and hold harmless regarding any loss, damage,

liability, cost or expense that we may suffer or incur due to your acts or omissions, misrepresenting, misleading acts or breach of your obligations arising out of this contractual relationship.

15.2. Our indemnification to you or any third party concerned, in any proven circumstances, is limited to the amount of money you maintain deposited in your account with us, relating to the transaction where such liability arose.

16. Risk Warning

16.1. We are required by law to inform you that trading is risky. There are various factors, such as the international prices volatility, which is very difficult to predict. Due to such volatility, in addition to the spread that we add to all calculations and quotes, no financial contract purchased, or other service offered on our Website (whether or not the pay-out exceeds the premium amount) may be considered as a safe trade.

16.2. Do not enter into transactions or invest funds that are above your financial abilities. Also, certain financial products are not suitable for people without the relevant knowledge and/or experience. Therefore, we provide you with different options in terms of products and services, depending on your abilities and knowledge. If you would still wish to open an account, we will ask you to acknowledge that you are aware of the financial risks.

16.3. Risk Disclaimer

The information below refers to the risks associated with Over-the-Counter Foreign Exchange, Commodities, Indices and Contracts for Difference transactions, that you must be aware of.

16.4. High Risk Investment

Before deciding to participate in such Over the Counter (OTC) transactions, you should carefully consider your investment objectives, level of experience and risk appetite. We are required to make an assessment whether it is appropriate for you, and to warn you if, based on the information you provide to us, it is not appropriate. Most importantly, do not invest money you cannot afford to lose. There is considerable exposure to risk in OTC transactions including, but not limited to, leverage, creditworthiness, limited regulatory protection and market volatility that may substantially affect the price, or liquidity of the relevant financial instrument. MBFX seeks to provide clients with the best execution available in accordance with our Client Agreement and with our Order Execution Policy.

16.5. Slippage There are times when, due to an increase in volatility, orders may be subject to slippage on the non-proprietary platforms (MT5) & through MT5. Slippage most commonly occurs during fundamental news events or periods of limited liquidity. The volatility in the market may create conditions where orders are difficult to execute at the quoted price of the market order, and in such cases would be filled at the next price available for that order. In the MBFX' proprietary platforms, orders do not suffer slippage.

16.6. Liquidity MBFX offers both fixed spreads and variable spreads. Fixed spreads are offered on the Premium exclusive offering accounts while variable spreads on the MT5 Platform. Regarding our fixed spread offering, during very rare market conditions when liquidity is reduced, spreads may be widened, and deal sizes may vary. In illiquid markets, you may find it difficult to enter or exit positions at your requested price, experience delays in execution, and receive a price at execution that may be significantly different from your requested rate. In illiquid markets, we retain the right of disabling trading.

16.7. Gearing and Leverage

Furthermore, OTC Derivatives trading involves the use of leverage or gearing which means that any market movement will have an evenly proportional effect on your deposited funds. This may work in your favor or against you. The possibility exists that you could sustain a total loss of initial margin funds and be required to deposit additional funds to maintain your position. If you fail to meet any margin requirement, your position may be liquidated, and you will be responsible for any resulting losses. Because of the effect of gearing and therefore the speed at which profits or losses can be incurred you can manage exposure, by employing risk-reducing strategies such as 'stop-loss' or 'limit' orders.

16.8. Internet Trading Risks

There are risks associated with utilizing an Internet-based trading system including, but not limited to, the failure of hardware, software, and internet connection. MBFX is not responsible for communication failures or delays when trading via the Internet. MBFX employs back-up systems and contingency plans to minimize the possibility of system failure, and trading via telephone is always available.

16.9. Market Opinions

Any opinions, news, research, analyses, prices, or other information contained on this website are provided as general market commentary, and do not constitute

investment advice. MBFX is not liable for any loss or damage, including without limitation, any loss of profit, which may arise directly or indirectly from use of or reliance on such information. MBFX has taken reasonable measures to ensure the accuracy of the information on the website. The content on this website is subject to change at any time without notice.

16.10. Rollover costs

Rollover is the simultaneous closing and opening of a position at a particular point during the day in order to avoid the settlement and delivery of the purchased currency. At the time at which positions are closed and reopened, a rollover fee may be levied.

16.11. Execution model MBFX offers OTC trading via an automatic validation Dealing Desk execution model. MBFX will act as a dealer and is the counterparty to any trades that you undertake. In this model, MBFX compensation may not be limited to our standard markup and our interests may be in direct conflict with yours. Each transaction you open constitutes a contract with us; these contracts can be closed only with us and are not transferable to any other person. This also means that you may be exposed to the risk of our default. In this unlikely event then we are members of the Saint Lucia Investor Compensation Fund (ICF) which, in respect of proven and eligible claims provides protection to cover the first €20.000 of any claim per client. The ICF does not compensate per se professional clients and/or elective professional clients. For more information, please read the Investor Compensation Fund in our Legal Page. MBFX may take steps to mitigate risk arising from market making, including, at our sole discretion and at any time, so that MBFX can manage its risk more effectively.

16.12. Negative Pricing

The Company's platforms do not support sub-zero prices. Therefore, the Company does not allow the trading of sub-zero (negative) prices. Where the prices of any financial instrument collapse in sub-zero (negative) prices, the Company is obliged to disable the trading for the specific instrument and as a result closure of the existing positions at zero price for the instrument affected will occur.

For more information, please download our [Risk Disclaimer Policy](#)

17. Misquotes / Mispricing

17.1. It is possible, but extremely rare, that a transaction may be performed on a wrong price due to a miss-quote price feed from any of our third-party liquidity providers or through an unexpected technical fault. Equally, there may be delays due to internet connection or occasions where a position is opened or closed based on latent prices that do not reflect the correct market prices at the time of the transaction, resulting in an inaccurate profit or inaccurate loss.

17.2. Such events may affect your transactions and our business. In this case, we will take all the necessary measures, immediately, to remedy and rectify the situation, as it is fair and suited to each case. Remedies include correcting deal entry prices or exit prices according to the correct market rates at the time of transaction. We may need to cancel any transaction(s) which are executed wrongly due to the 'price misquote', for example from pre-set limit/pending orders been triggered due to mispricing. We make our best efforts to contact and inform you for our actions, by telephone or by e-mail.

18. Suspension of Services

18.1. In the unlikely event that we may need to suspend our services, on both our all platforms, we will terminate our relationship with you and subsequently close all open positions at pay-outs fair and reasonable at the time. Such pay-outs shall be determined by reference to the daily values published on our website that are related to the inter-bank trading data received on financial contract quotes. Further to the above information, we may impose, at our discretion, trading volume and other restrictions on your accounts.

19. Data Processing – Privacy Policy - Confidentiality

19.1. The Company is registered with the Office of the Commissioner for Personal Data Protection of the Saint Lucia for the purposes of personal data processing. Therefore, your personal data is kept and handled in accordance with the Processing of Personal Data (Protection of the Individual) Law of 2001, its amendment (Law No. 37(I)/2003) and the Processing of Personal Data (Protection of Individual) Amending Law 2012 (Law. No. 105(I)/2012 and the Regulation of Electronic Communication Data Protection Act 1998. The Company is the data controller responsible for your personal data.

19.2. By registering with, or accessing the MBFX website, you consent to the collection, use and processing of your personal data.

19.3. We collect, use, disclose, store and process your personal data for the performance of our services as required by law. We use your personal data to provide you with the services you request through our Website and Platform so as to perform our contractual obligations related to those services. We also collect your personal data for internal purposes including the improvement of customer experience, promotional and marketing services (e.g., emails, social media, SMS), customer care, training purposes and administration matters. Such data is safely stored via physical or electronic means and procedural controls, and it is treated CONFIDENTIAL. We only collect personal data that is adequate and relevant for the purposes of our business and for a reasonable period of time as required by law. We never ask for more information that is required by law.

19.4. We take all measures to ensure that the information you entrust us with will be treated as confidential and secure. Your personal data that we require throughout our cooperation, is safely stored in our electronic systems, it is treated as CONFIDENTIAL, and it is protected by Data Protection laws. It is our policy not to disclose client information to non-affiliated third parties except with your consent or where required for legal or regulatory purposes.

19.5. Notwithstanding the above, there are certain cases where information cannot be considered confidential. This occurs where it can be proved that such information is (i) already available to the public, through no act or omission of the recipient or of any other third party owing an obligation of confidence to the receiver; (ii) rightfully received from a third party without any restrictions as to its use or disclosure; (iii) required to be disclosed pursuant to legal or regulatory requirement; (iv) required in compliance with tax regulations - Common Reporting Standard (“CRS”) and Foreign Account Tax Compliance Act (“FATCA”).

19.6. You have the below rights under data protection laws in relation to your personal data:

- a. Request for information and access to your personal data;
- b. Request correction/rectification of the personal data that we hold about you;
- c. Request erasure of your personal data;
- d. Object to processing of your personal data;
- e. Request restriction of processing of your personal data;
- f. Request the transfer of your personal data to you or to a third party;
- g. Withdraw consent where we are relying on consent to process your personal data.

For more information regarding your legal rights please read our Privacy Policy on our [Legal Page](#).

- 19.7. We disclose and/or share your personal data when necessary to provide our services or conduct our business operations. When we share personal data, we do so in accordance with applicable data privacy laws and our internal security standards. We do not sell personal data or client database we collect. We do not distribute or transfer any data of our clients to any unauthorised or non-affiliated to it, third parties.
- 19.8. We will retain your personal data for a period of time as we deem necessary for legal and/or business purposes subject to a maximum of seven years. Your personal data will be securely deleted and/or destroyed when no longer needed. We may also be required to use and retain personal data after you have closed your MBFX account for legal, regulatory and compliance reasons, such as the prevention, detection or investigation of a crime; loss prevention; or fraud prevention.
- 19.9. The data we collect from you will be transferred to and stored at a destination inside the . However, in order to provide the services to you, you acknowledge that it may be possible to transfer your personal data to someone else who provides a service to us in other countries outside of the EEA which does not offer the same level of protection as the EEA, and you consent to such transfer.
- 19.10. Cookies - Cookies are small text files that are sent to and stored on your devices, such as desktop and laptop, smartphone, tablet/phablet, for accessing the Internet, when you visit a website or a webpage. Cookies allow a website to recognise a user's device. The objective of cookies use is to improve and make the user's experience easier. For more information, please download our [Cookies Policy](#).
- 19.11. We have appointed a Data Protection Officer ("DPO"). If you have any questions about this privacy policy, including any requests to exercise your legal rights, please send us an email at: dpo@mbfx.co .
- 19.12. By entering into this agreement, you acknowledge that you have read, understood and accepted the Company's Privacy Policy.

20. Internal / External Links, Broadcasting and Information on our Website

20.1. You will see on our website, broadcasts, links to both internal and external websites, such as investment research providers, relevant to the content and the nature of our services. The scope of this information is to provide you with relevant information to our services to keep you up to date with the market news and to give you some background information on the market. These links are not recommendations or advertisement by a third party, but they are to be used purely for information and reference. Hence, we do not assume any liability on the accuracy of such information or for the content of the links and we are not bound by it.

20.2. You may be asked to register or subscribe before viewing the content of external links; it is upon your discretion to do so. We do not hold ourselves liable for the material of those links and/or any exposure that your data may be subject to if you decide to disclose personal information. Notwithstanding the above, if you consider that certain content of external links may be in breach of our rules and policies or they are irrelevant to our business, please notify us by email.

20.3. We take all reasonable steps to ensure the accuracy of the content published on our website. However, any information published is presented “as of the date published or indicated” and may be superseded by subsequent market events or for other reasons. In no circumstances, we guarantee the accuracy of such information that is published purely for reference purposes. Subsequently, we shall not accept liability for any loss or damage that may arise directly or indirectly from the content of the information published on our website.

21. Taxation

21.1. You may be liable to pay taxes arising out of your trading activities, usually related to the profits you made, depending on the local jurisdictions in which you are a tax resident in. We do not collect any taxes on your behalf. Also, we do not provide you with any tax advice and we do not deal with any tax-related issues. Please address any tax-related concerns to your tax advisor.

22. Changes to this Agreement

22.1. We may, at our discretion, change any or all of the terms of this Agreement, at any time and without prior notice. If you make any transaction on or after the amendments to this Agreement have come into effect, you will be deemed to have accepted the changes.

23. How to make a complaint

24.1 If you have any complaints the easiest and quickest way to resolve any concerns you may have, is to contact the customer support at support@mbfx.co. We will endeavor to put matters right as soon as we can. If you are not entirely satisfied and need to file a complaint then write to our Compliance Officer, to complaints@mbfx.com.

24.2 Upon receipt of a client complaint, the Company will register the complaint directly to our Complaints Log System, giving it a unique reference number. The unique reference number will be communicated to the complainant on our initial response letter within a reasonable time, and generally within 5 business days of receipt of the complaint. The unique reference number should be used in all future contact with our Company, the Financial Ombudsman and/or the Saint Lucia regarding the specific complaint.

For more information, please read our [Complaints Handling Policy](#).

24. Trading Hours

24.1. We supply you with published tradable prices and information via our website and trading platforms. These Services are available to you on a 24hr mode of operation starting 07:00hrs Monday Sydney time until 17:00hrs Friday New York time.

24.2. Regular Trading Hours: Regular trading hours may change depending on a number of factors, such as acts of force majeure and extraordinary market conditions affecting the liquidity providers' alignment with the market. You are responsible for looking at the market trading hours on our Website, for further details, prior to trading. You will be notified of any holidays observed either through the internal e-mailing system or via other means, such as through our Website.

24.3. Special / Public Holiday Trading Hours: Special trading hours set out the period where financial product trading may be affected in a specific market due to Public Holidays.

24.4. Market hours and holidays are subject to change. Please be advised that in the event of decreased liquidity in the market, MBFX may switch trading to "Close Only" or close all trading.

25. Unforeseeable Events – Force Majeure

26.1 A force majeure clause is an occurrence of certain events which makes it impossible or very impractical for us to perform all or part of its obligation under this Agreement and includes without limitation the following:

- (i) the outbreak or threat of war or civil unrest, government actions, acts of terrorism, national emergency riots, economic or political crisis.
- (ii) acts of God, earthquake, tsunami, hurricane, typhoon, storm, flood, fire, epidemic or health crisis, or other natural disaster.
- (iii) Suspension of a trading on a market or liquidation or closure of any market to which the Company relates its price Quotes.
- (iv) labour disputes or lock outs.
- (v) a financial services moratorium imposed by the relevant regulatory authorities or other national or supranational authority
- (vi) breakdown, failure or malfunction of any electronic network or power supply or communication lines

- (vii) any acts or events or circumstances not reasonably within the Company's control where its effect is such that the Company is not in the position to take any reasonable action against it.
- (viii) Failure of any third-party supplier, for any reason, to perform its obligation.

26.2 If the Company deems in its reasonable opinion that there exists a Force Majeure event, the Company may without prior notice take any or all of the following actions or any other actions deemed necessary:

- i. shut down the Company's Platform(s) in case of malfunction for maintenance or to prevent damage
- ii. cancel any Client's order
- iii. refuse to accept or execute orders from clients
- iv. inactivate the client's account
- v. increase Margin requirements without notice
- vi. close any or all open client's position as such prices as the Company deems in good faith to be appropriate
- vii. increase or decrease Leverage
- viii. suspend or amend any or all the terms of the Agreement in case that the force majeure event makes it impractical or impossible or unreasonable

26.3 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 clause.

26. Recording of Communications

26.1. Your communication with us is by telephone, e-mail, fax, chat messages and any other electronic communication, (incoming and outgoing) (hereinafter referred to as "communication"). As a regulated entity, we are obliged to keep records of all services and activities we are providing to you as well as for all transactions undertaken. Therefore, we record all communication between you and us relating to any transactions concluded. We also record any other communication between you and us, even if those communications or conversations do not result in the conclusion of such transactions or in the provisions of client order services. Our communications are recorded to safeguard and protect your interests, to ensure the quality of our services, for training purposes and regulatory purposes. We reserve the right to use these records where we deem it necessary, including but not limited to dispute resolution situations. We may also provide copies of such recordings to

regulatory authorities upon their request in order to comply with our regulatory obligations without your consent.

26.2. All records are stored by us in a durable medium, which allow us to replay or copy them and retain such records in a form that does not allow us to alter and/or delete the original version. We will keep copies of any such records for any period of time which is required by applicable legislation, starting from the date which the record is created.

26.3. You have the right to request a copy of the recorded communications upon written request. We will provide these to you following a written request by you.

26.4. You understand and accept that you have been notified, in advance, about the recording of any telephone conversation or electronic communication between you and us, according to the above notification.

27. Legal notice

27.1. This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Agreement at any time. Any later version of this document shall supersede all previous versions.

28. Conflict of Interest

29.1. A conflict of interest may arise when our interests compete or appear to compete with your interests under this Agreement. You understand and agree that such circumstances may arise and where they do, the Company will exercise its best endeavors to mitigate them.

29.2 We are required by Law to take all reasonable steps to identify and mitigate any actual or potential conflict of interest between:

- (i) Us and you
- (ii) You and another Client

By entering into this Client Agreement, you acknowledge that you have read, understood, and agreed to the principles stated in the Conflicts of Interest Policy of the Company.

Please read the Company's "Conflict of Interest Policy" in our Legal Documents page. 28.1.G

29. Governing Law

29.1. It is within our intentions to resolve any matter of concern or dispute with our clients in an amicable manner. Hence, any dispute, or miscommunication will be initially addressed to your personal client manager who will attempt to resolve it directly with you. Any dispute that cannot be mutually resolved shall be referred to an arbitrator that will be appointed by both parties (us and you) in writing. If we still cannot reach an agreement with you, the issue will be resolved before the Courts in the Saint Lucia under the laws of the Saint Lucia as governing law.

MBFX GLOBAL LTD

ADDRESS: Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia

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CLIENT AGREEMENT

Trade Responsibly: CFDs and Options are complex instruments and come with a high risk of losing money rapidly due to leverage. You should consider whether you understand how CFDs and Options work and whether you can afford to take the high risk of losing your money. Please refer to our full risk disclaimer. MBFX Trading Ltd (Saint Lucia –)