#### **CLIENT AGREEMENT**

Amari Markets Ltd.

(An International Business Company incorporated under the laws of Saint Lucia)

### 1. Introduction and Scope

This Client Agreement (hereinafter referred to as the "Agreement") is entered into between Amari Markets Ltd., an International Business Company incorporated under the laws of Saint Lucia and having its registered office at the offices of Fortgate Offshore Investment and Legal Services Ltd., Rodney Bay, Gros-Islet, Saint Lucia (hereinafter referred to as the "Company", "Amari Markets", "we", "us" or "our"), and any individual or legal entity who registers for, opens, or operates a trading account with the Company (hereinafter referred to as the "Client", "you" or "your").

This Agreement sets out the terms and conditions that govern the relationship between the Company and the Client and regulates the use of the Amari Markets online platform (the "Platform") through which Clients may access trading services in foreign exchange contracts (Forex), cryptocurrencies, stock contracts, indices, commodities, derivatives, and other financial instruments, including but not limited to contracts for difference (CFDs).

By registering with the Company, accessing the Platform, or conducting any transaction, the Client confirms that they have read, understood, and agreed to be legally bound by this Agreement, together with all other policies and appendices forming part of it.

Important Regulatory Disclaimer: The Client expressly acknowledges that Amari Markets Ltd. is incorporated and governed solely under the laws of Saint Lucia. The Company makes no representation that its services are lawful or permitted in the Client's jurisdiction. The Client alone bears full responsibility for determining the legality of trading through the Platform in their country. If such services are restricted or unlawful in the Client's jurisdiction, they agree to use the Platform entirely at their own initiative, risk, and liability, and the Company shall have no responsibility or obligation whatsoever.

## 2. Eligibility and Account Opening

- 2.1 The Client represents and warrants that they are legally competent, of sound mind, and at least eighteen (18) years of age at the time of entering into this Agreement.
- 2.2 The Company reserves the right to decline account applications from individuals or entities domiciled in jurisdictions where the provision of such services is restricted or prohibited by applicable law.
- 2.3 The Client undertakes to provide complete and accurate information at the time of account opening, including but not limited to proof of identity, proof of residence, and financial information, in accordance with the Company's Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) Policy.
- 2.4 The Company may, at its sole discretion, reject any application or require additional information or documentation prior to account activation.
- 2.5 It shall be the sole responsibility of the Client to ensure that their use of the Company's services is in compliance with the laws and regulations of their country of residence or citizenship. The Company shall not be liable for any direct or indirect consequences, penalties,

restrictions, or losses incurred by the Client due to the illegality of trading activities in such jurisdiction.

#### 3. Nature of Services

- 3.1 Amari Markets Ltd. provides access to a trading platform that facilitates the execution of trades by Clients. The Company acts solely as the operator of the Platform and does not provide financial advice, portfolio management, fiduciary services, or investment guarantees.
- 3.2 The Client acknowledges that trading decisions are made independently, without reliance on any recommendation or inducement from the Company, its employees, or affiliates.
- 3.3 The Company may provide market data, research reports, commentary, trading tools, or educational materials for informational purposes. Such content shall not constitute investment advice and the Client shall not rely upon it as a basis for entering into transactions.
- 3.4 The Company does not guarantee that access to or use of the Platform is permitted in every jurisdiction. The availability of the Platform in a given country shall not be interpreted as an offer, solicitation, or recommendation to engage in trading services where such activities are restricted or unlawful. Clients are deemed to access the Platform on a cross-border basis, fully assuming the risk of any local legal consequences.

# 4. Client Responsibilities

4.1 The Client shall be fully and exclusively responsible for all transactions conducted through their trading account, whether executed by the Client personally or by any person or entity

- authorized, intentionally or unintentionally, to act on their behalf. Any transaction executed using the Client's account credentials shall be conclusively deemed to have been authorized by the Client, and the Company shall not be liable for any losses, damages, or obligations arising therefrom.
- 4.2 The Client agrees not to engage in activities that may be considered abusive trading, market manipulation, arbitrage exploitation, unauthorized use of automated systems, or any conduct that may impair, interfere with, or otherwise adversely affect the stability, integrity, or fairness of the Platform. The Client acknowledges that the Company reserves the right, at its sole discretion, to void, cancel, or adjust transactions where such activity is suspected.
- 4.3 The Client shall maintain strict confidentiality of their login credentials, account details, and other access codes. The Client shall immediately notify the Company in writing of any suspected unauthorized use of their account. Until such notice is received and acknowledged, the Client shall remain fully responsible for all activity conducted in their account.
- 4.4 The Client is solely and absolutely responsible for ensuring compliance with all laws, taxation requirements, currency restrictions, exchange control regulations, and reporting obligations applicable in their jurisdiction of residence, citizenship, incorporation, or operation. The Company does not undertake, and shall not be deemed to undertake, any responsibility for advising the Client of such legal or regulatory requirements.
- 4.5 The Client expressly acknowledges, agrees, and undertakes as follows:

- (a) That they alone are responsible for determining whether their use of the Platform and participation in trading activities is lawful under the laws and regulations of their country of residence, nationality, or any other jurisdiction to which they may be subject.
- (b) That the Company makes no representation or warranty whatsoever as to the legality of its services in any jurisdiction outside of Saint Lucia. The mere availability of the Platform in a given country shall not constitute an offer, solicitation, or authorization by the Company to use such services where prohibited or restricted.
- (c) That they accept full and sole liability for any consequences, restrictions, penalties, fines, sanctions, enforcement actions, investigations, prosecutions, seizures, asset freezes, or legal proceedings that may arise due to their access to or use of the Platform in a jurisdiction where such activities are restricted, unregulated, or unlawful.
- (d) That they irrevocably release, indemnify, and hold harmless the Company, its directors, officers, employees, affiliates, and service providers from any claim, liability, cost, loss, damage, or expense arising from or connected to the Client's breach of local laws, regulatory restrictions, or international sanctions.
- (e) That they waive any right to demand compensation, refund, indemnification, or restitution from the Company in respect of losses or liabilities sustained due to the illegality of trading activities in their jurisdiction.

- (f) That they understand and agree the Company has the unilateral right, at any time and without notice, to suspend, restrict, or terminate the Client's account if it determines, suspects, or is notified that the Client's jurisdiction prohibits such services. The Client shall have no claim against the Company in such circumstances, and all obligations arising prior to suspension or termination shall remain binding upon the Client.
- 4.6 The Client further acknowledges that the Company shall not be required to verify the legality of the Client's activities in any jurisdiction and that the entire burden of compliance rests with the Client alone. The Client accepts that their participation on the Platform is undertaken solely at their own initiative and risk.
- 4.7 For the avoidance of doubt, the Client agrees that any enforcement action, investigation, penalty, or prosecution by governmental, tax, regulatory, or law enforcement authorities in relation to their use of the Platform shall be borne entirely by the Client. The Company shall not be liable, whether directly or indirectly, for any such action, nor shall the Company be compelled to provide compensation, legal defense, or reimbursement to the Client under any circumstances.

# 5. Risk Disclosure and Acknowledgment

- 5.1 Trading in leveraged and non-leveraged financial instruments carries a high level of risk and may result in the partial or total loss of invested capital. The Client must not invest funds they cannot afford to lose.
- 5.2 The Client acknowledges that financial markets are volatile and subject to sudden price fluctuations. Market gapping, liquidity shortages, execution delays, slippage, and spread widening may occur

- and adversely impact transactions, sometimes making stop-loss orders ineffective. The Client accepts full responsibility for all such risks.
- 5.3 Cryptocurrencies, in particular, are subject to unique and heightened risks, including but not limited to:
  - (a) extreme volatility and rapid price swings,
  - (b) vulnerability to technological malfunctions or cyberattacks,
  - (c) the risk of forks, token splits, or network shutdowns,
  - (d) potential regulatory intervention, prohibition, or sudden restrictions imposed by governments or regulators,
  - (e) the absence of centralized oversight or legal recourse in many jurisdictions.
- 5.4 The Client confirms that they have reviewed and understood the Company's Risk Disclosure Statement, which forms an integral part of this Agreement, and voluntarily accepts all risks outlined therein. The Client further affirms that they are financially and mentally prepared to bear the consequences of engaging in such high-risk trading.
- 5.5 In addition to market, technical, and operational risks, the Client expressly acknowledges the "Regulatory and Legal Risk" of using the Platform in a jurisdiction where trading in foreign exchange, contracts for difference, commodities, cryptocurrencies, or other instruments may be restricted, unregulated, or outright prohibited.
- 5.6 The Client accepts and agrees that:
  - (a) They are solely responsible for ensuring that their trading activities through the Platform are compliant with all applicable local laws, regulations, exchange control measures, and

- governmental restrictions in their country of residence, citizenship, or incorporation.
- (b) The Company makes no representation, warranty, or assurance that the provision of its services is lawful in the Client's jurisdiction. The mere availability of the Platform shall not be construed as an invitation or authorization to access or use such services where prohibited.
- (c) Any adverse consequences arising from the Client's use of the Platform in a jurisdiction that prohibits or restricts such trading, including fines, penalties, investigations, regulatory sanctions, prosecutions, confiscation of assets, or other enforcement action, shall be borne entirely by the Client.
- (d) The Client irrevocably releases, indemnifies, and holds harmless the Company, its directors, officers, employees, and affiliates from any liability, claim, demand, or proceeding arising out of the illegality of their trading activities in their jurisdiction.
- (e) The Client waives any right to seek compensation, restitution, or damages from the Company in respect of losses or liabilities sustained due to such regulatory or legal restrictions.
- 5.7 The Client further acknowledges that laws relating to online trading, cryptocurrency, and derivative products are constantly evolving. Regulatory frameworks may change suddenly and without notice, potentially resulting in restrictions on trading, forced closures of positions, account freezes, withdrawal limitations, or termination of services. The Client accepts that the Company shall have no liability for any losses or consequences arising from such changes in law or regulation.

5.8 The Client accepts that their continued use of the Platform following any regulatory, legal, or governmental change constitutes a voluntary assumption of all risks associated with such use, and the Company shall not be obligated to provide warnings, refunds, indemnification, or legal defense in connection therewith.

### 6. Deposits, Withdrawals, and Non-Trading Transactions

- 6.1 The Client may fund their trading account only from sources that are in their own name and are verifiable in accordance with the AML/CTF Policy.
- 6.2 Withdrawals shall, where possible, be made to the original funding source. Where such source is unavailable, the Company may require additional verification prior to processing withdrawals.
- 6.3 The Company reserves the right to reject, suspend, or delay deposits or withdrawals that it reasonably suspects may be linked to fraud, money laundering, or unauthorized third-party funding.
- 6.4 Non-trading transactions, including chargebacks and refund requests, shall be governed by the Company's Non-Trading Transaction Policy.

## 7. Trading Rules and Platform Conduct

- 7.1 Orders may be executed electronically on the Platform in accordance with the Company's Trading Policy, which shall be read in conjunction with this Agreement.
- 7.2 The Company may, in its sole discretion, refuse to execute, cancel, or amend an order where it believes that:
  - (a) The order is erroneous or based on an off-market price;
  - (b) Market conditions are irregular or force majeure events exist;
  - (c) The order constitutes abusive or manipulative conduct.

- 7.3 The Company provides no guarantee of uninterrupted access to the Platform and shall not be liable for losses arising from downtime, latency, or technological interruptions.
- 7.4 The Client acknowledges that where trading is unlawful in their country, the Company shall not be liable for any inability to execute, process, or settle transactions. The Client bears full risk of accessing the Platform in such circumstances.

#### 8. Fees, Costs, and Taxation

- 8.1 The Client acknowledges, understands, and accepts that trading on the Platform inherently involves the payment of spreads, commissions, overnight financing charges, swap fees, and other transaction-related costs. These costs may fluctuate depending on market conditions, liquidity, and the type of financial instrument being traded. The Client agrees that such costs are unavoidable aspects of trading and shall be borne solely by the Client.
- 8.2 The Company shall disclose applicable costs through the Platform, its website, or by way of specific communication to the Client. However, the Client expressly acknowledges that such disclosures are indicative and may be subject to change at any time without prior notice. The Company reserves the right to adjust, amend, or introduce new fees or charges in its sole discretion, and continued use of the Platform by the Client shall be deemed acceptance of such revised fees.
- 8.3 The Client shall be solely responsible for any and all taxes, duties, levies, stamp duties, value-added tax (VAT), goods and services tax (GST), withholding tax, income tax, capital gains tax, wealth tax, or other fiscal obligations that may arise in connection with their trading activities. This responsibility extends to:

- (a) all obligations imposed by their country of residence, citizenship, or incorporation;
- (b) any obligations imposed by cross-border tax treaties, double taxation rules, or reporting requirements; and
- (c) any obligations imposed as a result of regulatory restrictions, prohibitions, or reclassification of trading activities under national law.
- 8.4 The Client accepts that the Company does not act as a tax agent, auditor, or financial advisor and shall not be responsible for calculating, withholding, reporting, or remitting any taxes on behalf of the Client. The Company may, where required by law, deduct or withhold taxes and report Client activity to tax authorities, but shall bear no liability for the accuracy of such reporting or for any additional obligations owed by the Client.
- 8.5 The Client undertakes to indemnify and hold harmless the Company from and against any liability, penalty, interest, claim, investigation, fine, sanction, or enforcement action brought by any tax authority, regulator, or governmental agency in connection with the Client's failure to comply with their tax or regulatory obligations.
- 8.6 The Client expressly agrees that any costs, charges, or restrictions imposed by their jurisdiction due to the illegality, prohibition, or restriction of trading activities shall be borne exclusively by the Client. The Company shall not be liable for compensating, refunding, or reimbursing the Client for losses, penalties, confiscations, or expenses resulting from such obligations.
- 8.7 The Client acknowledges that tax laws, regulations, and reporting requirements are subject to frequent change and may apply

retroactively. The Client accepts that they alone are responsible for monitoring such changes, seeking independent tax or legal advice, and ensuring full compliance. The Company shall not be obligated to notify Clients of such changes or bear any liability for consequences arising therefrom.

8.8 The Client waives any right to demand reimbursement, compensation, or indemnity from the Company in respect of taxes, costs, or regulatory charges imposed by any jurisdiction as a result of their trading activities.

## 9. Data Protection and Privacy

- 9.1 The Company shall process personal data in accordance with its Privacy Policy and Cookie Policy, which form part of this Agreement.
- 9.2 The Client consents to the collection, storage, and lawful sharing of personal data with regulators, service providers, or affiliates, as required for the performance of this Agreement.

## 10. Conflicts of Interest and Client Categorization

- 10.1 The Company has adopted a Conflict of Interest Policy to identify, manage, and disclose potential conflicts that may arise in the course of providing services.
- 10.2 The Client acknowledges that they have been categorized in accordance with the Company's Client Categorization Policy, which outlines their level of protection and trading access.

# 11. AML and CTF Compliance

11.1 The Client acknowledges and agrees that they must comply at all times with the Company's Anti-Money Laundering (AML) and

Counter-Terrorism Financing (CTF) Policy, which forms an integral part of this Agreement. This includes but is not limited to:

- (a) providing accurate and complete identification documents,
- (b) furnishing proof of address and source of funds,
- (c) disclosing beneficial ownership where the Client is a corporate entity, and
- (d) cooperating fully with any verification, screening, or monitoring process.
- 11.2 The Company reserves the absolute right to suspend, freeze, or terminate Client accounts where suspicious activity is detected, where documentation provided is incomplete, inconsistent, or unverifiable, or where the Client refuses to provide additional documents requested under enhanced due diligence procedures.

## 11.3 The Client accepts that:

- (a) all deposits must originate from bank accounts, cards, or wallets in the Client's own name, unless otherwise approved by the Company under exceptional circumstances;
- (b) withdrawals shall ordinarily be processed back to the original source of funding;
- (c) the Company has the right to block or reject transactions involving third parties or unverified sources; and
- (d) any attempt to circumvent AML/CTF obligations, including structuring transactions ("smurfing"), misrepresenting the source of funds, or using false documents, shall entitle the Company to report such activity to competent authorities and immediately close the Client's account.

- 11.4 The Client further acknowledges that the Company may, in its sole discretion and without notice:
  - (a) delay or withhold the processing of deposits or withdrawals,
  - (b) refuse to credit trading profits,
  - (c) close open positions,
  - (d) seize funds pending regulatory clarification,
  - (e) or report suspicious activity to financial intelligence units, regulators, or law enforcement agencies.
- 11.5 The Client accepts that any suspension, freeze, or termination of their account under this clause shall not entitle them to compensation, damages, or restitution of any kind, and that the Company shall bear no liability whatsoever for losses arising from such enforcement measures.
- 11.6 The Client undertakes to indemnify and hold harmless the Company, its directors, officers, employees, affiliates, and service providers from any claim, investigation, penalty, sanction, or liability resulting from the Client's breach of AML/CTF obligations or submission of false, misleading, or forged documents.
- 11.7 The Client acknowledges and agrees that the Company is under a legal obligation to cooperate with local and international regulators, tax authorities, and enforcement agencies. The Client expressly consents to the Company disclosing Client information, account records, and transaction details where required by law or lawful request, and waives any claim of breach of confidentiality in such circumstances.

11.8 The Client expressly understands that failure to comply with AML/CTF requirements may result in permanent closure of their account and forfeiture of any balances held therein, without prejudice to the Company's right to pursue legal remedies.

### 12. Termination and Suspension

- 12.1 Either party may terminate this Agreement by providing written notice to the other party. Termination by the Client shall only be effective once all outstanding obligations, open positions, and unpaid fees have been discharged to the satisfaction of the Company.
- 12.2 The Company may, in its sole discretion, suspend, restrict, or permanently terminate the Client's account and/or access to the Platform without notice if the Client:
  - (a) breaches any term of this Agreement,
  - (b) engages in fraudulent, abusive, manipulative, or unlawful conduct,
  - (c) provides false, misleading, or forged documents during account verification,
  - (d) fails to meet AML/CTF or KYC requirements,
  - (e) is found to be involved in money laundering, terrorist financing, or other prohibited activities,
  - (f) causes reputational, legal, or regulatory risk to the Company, or
  - (g) otherwise acts in a manner contrary to the interests of the Company.
- 12.3 Termination of this Agreement shall not affect obligations already accrued, including but not limited to settlement of open trades, payment of outstanding liabilities, or indemnification obligations

- owed by the Client to the Company. All such obligations shall survive termination and remain binding upon the Client.
- 12.4 The Company reserves the right, at its sole discretion, to suspend, restrict, or terminate access to the Platform for Clients located in jurisdictions where trading services are, or may be deemed, unlawful, restricted, or contrary to local regulation. The Client expressly acknowledges and agrees that:
  - (a) such suspension or termination may occur without prior notice,
  - (b) the Company shall not be liable for any loss, damage, opportunity cost, penalty, refund, or compensation arising therefrom, and
  - (c) the burden of determining legality of trading in the Client's jurisdiction rests solely with the Client.
- 12.5 The Company may, without notice, block deposits, withhold withdrawals, and liquidate open positions where suspension or termination is triggered under this clause. The Client waives any claim to damages, restitution, or indemnification in such circumstances.
- 12.6 The Client expressly agrees that the Company shall have no obligation to reinstate access to the Platform or reopen an account once suspended or terminated, even if the Client subsequently demonstrates compliance. Any reinstatement shall be at the sole discretion of the Company and subject to fresh due diligence.
- 12.7 The Client acknowledges and agrees that the Company shall have the right to offset any outstanding liabilities, fees, penalties, or damages owed by the Client against balances held in the Client's account at the time of termination or suspension.

12.8 The Client waives any and all rights to bring claims against the Company for suspension, restriction, or termination of services, acknowledging that such measures are essential for the Company's risk management, regulatory compliance, and protection of market integrity.

## 13. Limitation of Liability and Indemnity

- 13.1 To the fullest extent permitted by law, the Company, its directors, officers, employees, affiliates, and service providers shall not be liable for any direct, indirect, incidental, special, punitive, exemplary, or consequential losses, costs, expenses, damages, or claims of any nature whatsoever arising out of or in connection with:
  - (a) the Client's use of or inability to use the Platform,
  - (b) execution delays, system outages, or technical malfunctions,
  - (c) price volatility, market gapping, or liquidity shortages,
  - (d) unauthorized access to the Client's account caused by the Client's negligence or failure to maintain confidentiality of credentials,
  - (e) any suspension, termination, or restriction of services in accordance with this Agreement,
  - (f) changes in law, regulation, or governmental policy affecting trading activities,
  - (g) tax obligations, duties, penalties, or regulatory charges imposed upon the Client,
  - (h) the illegality or unenforceability of trading activities in the Client's jurisdiction.

- 13.2 The Client acknowledges that the Company is incorporated in and operates under the laws of Saint Lucia only. The Company makes no warranty, representation, or guarantee that the use of its services is lawful in the Client's country. The Client bears sole and absolute responsibility for ensuring compliance with the laws and regulations of their jurisdiction.
- 13.3 Except in cases of proven gross negligence or fraud directly attributable to the Company, the Client expressly waives any right to bring claims against the Company, whether in contract, tort, negligence, misrepresentation, or otherwise, for any loss, damage, liability, or expense sustained in connection with the use of the Platform.
- 13.4 The Client expressly agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, affiliates, agents, and service providers against any and all claims, demands, investigations, proceedings, damages, penalties, fines, costs, expenses (including reasonable legal fees), or liabilities arising from or connected with:
  - (a) the Client's breach of this Agreement,
  - (b) the Client's failure to comply with AML/CTF, tax, or regulatory obligations,
  - (c) the Client's use of the Platform in a jurisdiction where such use is prohibited, unlawful, or restricted,
  - (d) any misrepresentation or provision of false, incomplete, or misleading information by the Client,
  - (e) any third-party claims arising from the Client's use of the Platform,

- (f) any enforcement action, prosecution, or regulatory sanction imposed upon the Company as a result of the Client's activities.
- 13.5 The Client accepts that the Company may, at its sole discretion, offset, deduct, or apply any funds held in the Client's account towards satisfaction of indemnity obligations under this clause. Such action shall not preclude the Company from pursuing additional remedies available under law.
- 13.6 The Client irrevocably agrees that they shall not be entitled to claim restitution, refund, or compensation from the Company for losses sustained due to:
  - (a) the prohibition, restriction, or reclassification of trading activities in their jurisdiction,
  - (b) governmental seizure, freezing, or confiscation of assets,
  - (c) suspension, termination, or blocking of accounts pursuant to this Agreement,
  - (d) or any action taken by regulators, enforcement agencies, or courts against the Client.
- 13.7 The Client further acknowledges that the Company shall not be liable for any opportunity cost, lost profit, unrealized gain, reputational harm, or emotional distress arising from their trading activities or inability to trade.

# 14. Governing Law and Dispute Resolution

14.1 This Agreement, together with all rights, obligations, and disputes arising from or in connection with it, shall be governed exclusively by and construed in strict accordance with the laws of Saint Lucia,

- without regard to conflict of law principles or provisions that might otherwise permit the application of laws of another jurisdiction.
- 14.2 Any dispute, controversy, or claim arising out of or relating to this Agreement, the Client's use of the Platform, or any trading activity thereon, including disputes relating to its existence, validity, interpretation, performance, breach, or termination, shall be finally and exclusively resolved by binding arbitration seated in Saint Lucia. The arbitration shall be administered in accordance with the International Arbitration Rules of the Singapore International Arbitration Centre (SIAC), as adopted by the Company, and the arbitral award shall be final and binding on all parties.
- 14.3 The Client expressly and irrevocably agrees and undertakes that:
  - (a) they shall not commence, pursue, or participate in any class action, collective proceeding, or group litigation in any jurisdiction against the Company;
  - (b) they waive any right to initiate or maintain legal or administrative proceedings against the Company in their home country or in any jurisdiction other than Saint Lucia;
  - (c) they will not bring, or attempt to bring, regulatory complaints or civil or criminal proceedings outside of Saint Lucia in relation to their use of the Platform; and
  - (d) any attempt to commence such foreign proceedings shall be deemed a material breach of this Agreement, entitling the Company to seek immediate injunctive relief and damages, including recovery of all legal costs and expenses.
- 14.4 The Client acknowledges and accepts that the Company is incorporated and regulated solely under the laws of Saint Lucia. The

Company is not subject to, and does not submit to, the supervisory, licensing, or enforcement authority of any foreign regulator or court. Any foreign judgment, order, or regulatory directive obtained against the Company shall be unenforceable against it, except to the extent recognized under the laws of Saint Lucia.

- 14.5 The Client further agrees to indemnify and hold harmless the Company against any losses, damages, costs, or expenses incurred as a result of the Client's initiation of, or participation in, proceedings in any jurisdiction outside Saint Lucia in violation of this Agreement.
- 14.6 By accepting this Agreement, the Client irrevocably:
  - (a) submits to the exclusive jurisdiction of arbitration in Saint Lucia;
  - (b) waives any defense of inconvenient forum, lack of jurisdiction, or non-enforceability of the arbitration clause;
  - (c) agrees that any arbitral award rendered in Saint Lucia shall be enforceable against them in any jurisdiction where assets may be located.

#### 15. General Provisions

## 15.1 Severability

If any provision of this Agreement is found to be invalid, illegal, void, or unenforceable under the laws of any jurisdiction, such provision shall be deemed severed solely in that jurisdiction and shall not affect the validity or enforceability of the remaining provisions of this Agreement. The parties agree that the invalid provision shall, where possible, be construed in a manner that most closely reflects the original intent and commercial purpose.

#### 15.2 Waiver

No failure, omission, or delay by the Company in exercising any right, remedy, or power under this Agreement shall operate as a waiver of that right, remedy, or power. No partial or single exercise of any right shall preclude any further or future exercise of that or any other right. Any waiver granted by the Company must be expressly made in writing and signed by an authorized officer of the Company to be effective.

#### 15.3 Assignment

The Client may not assign, transfer, pledge, or otherwise dispose of any rights or obligations arising under this Agreement without the prior written consent of the Company. Any attempt to assign without such consent shall be void. The Company may, at its sole discretion and without notice, assign or transfer its rights and obligations under this Agreement to an affiliate, successor, or acquirer, provided that such assignment does not materially prejudice the Client's rights under this Agreement.

## 15.4 Language

This Agreement and all related documents, notices, and communications are executed in the English language, which shall prevail for all purposes, including interpretation, enforcement, and dispute resolution. Any translation provided in another language is for convenience only, and in the event of any inconsistency or conflict, the English version shall govern exclusively.

# 15.5 Entire Agreement

This Agreement, together with all annexed or incorporated policies, including but not limited to the Trading Policy, Risk Disclosure Statement, AML & CTF Policy, Privacy Policy, Cookie Policy,

Client Categorization Policy, Conflict of Interest Policy, Non-Trading Transaction Policy, Client Referral Policy, and Premium Partner Agreement, constitutes the entire agreement between the Client and the Company. It supersedes all prior discussions, communications, understandings, and arrangements, whether written or oral, relating to the subject matter herein. The Client acknowledges that they have not relied on any representation, warranty, or statement not expressly set forth in this Agreement.

#### 15.6 Local Law Disclaimer

The Client acknowledges that this Agreement is governed exclusively by the laws of Saint Lucia. The Client's ability to access or use the Company's services in their country shall not imply, represent, or warrant that such use is lawful under the laws of that country. The Client bears sole responsibility for compliance with all applicable laws, regulations, and restrictions in their jurisdiction, and assumes full risk of any loss, liability, penalty, sanction, or enforcement action resulting from any violation thereof.

#### 15.7 Notices and Communications

All notices, instructions, or communications between the Company and the Client shall, unless otherwise agreed, be made electronically through the Platform, the Company's official website, or by email to the Client's registered email address. Such communications shall be deemed delivered upon transmission, regardless of whether they are actually received by the Client. The Company shall not be liable for any delay, interception, or failure in delivery due to technical issues, spam filters, or Client inattention.

#### 15.8 Survival

Any provisions of this Agreement that by their nature are intended to survive termination, including but not limited to indemnities, limitation of liability, dispute resolution, governing law, and jurisdictional disclaimers, shall continue in full force and effect notwithstanding the termination or expiration of this Agreement.

#### 15.9 Force Majeure

The Company shall not be liable or responsible for any failure or delay in the performance of its obligations under this Agreement where such failure or delay results directly or indirectly from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, strikes, power failures, internet outages, regulatory bans, governmental restrictions, pandemics, or any other extraordinary event.

#### 15.10 Amendment

The Company reserves the right to amend, modify, supplement, or update this Agreement and its annexed policies at any time. Such amendments shall become effective upon publication on the Company's website or Platform, unless otherwise stated. The Client's continued use of the Platform after such amendments shall constitute conclusive acceptance of the revised terms. If the Client does not agree, they must immediately cease use of the Platform and request closure of their account.