Client Service and Online Trading Agreement

1. Introduction

This Client Service Agreement (“Agreement”) lays out the Terms and Conditions on which CXM Group (SC) Ltd (“CXM”, the “Firm”, “Company”, “we”, “our”, or “us”) will provide services to its Client(s) (“you” and any derivative thereof) from time to time. CXM Group (SC) Ltd is a limited company registered in the Republic of Seychelles with Company Number: 8437923-1. The registered office is at House of Francis, Office 101(A) Ile du Port, Mahe, Seychelles.

CXM Group (SC) Ltd holds a Securities Dealer License in accordance with Section 46(1) of the Securities Act, 2007 (the Act) to provide securities dealer activities as may be specified by the Financial Services Authority (FSA) under section 46(2) of the Act. The License is subject to terms and conditions as may be specified by the FSA from time to time.

This Agreement forms the primary contractual agreement governing the client's access to and use of the Online Trading Service and should be read together with the Firm's Terms of Service, Privacy Policy, Best Execution Policy, Dynamic Leverage Policy, Negative Balance Protection Policy, KYC Policy, Liquidity Guidelines, Islamic (Swap-Free) Account Policy (where applicable) and any other applicable policies, disclosures or trading conditions made available by the Firm from time to time. . This Agreement is a legally binding contract between you and us, therefore it is important that you read it very carefully before accepting it.

To the extent that any provision of this Agreement conflicts with another applicable policy of the Firm, this Agreement shall prevail unless otherwise required by applicable law or expressly stated in the relevant policy.

This Agreement is provided to you in English. CXM Group (SC) Ltd will communicate with you in English for the duration of this Agreement. In the event there is any conflict between the English version of this document and another language version, the English version will prevail.

This Agreement becomes effective from the date you accept it. If you place any Orders with us or otherwise use any of the Services offered to you hereunder, you shall be deemed to have accepted the terms and conditions of this Agreement.

By accepting this Agreement and opening an Account with us, you confirm that you have read, fully understood and agreed with all the provisions, terms and conditions contained therein. By completing and submitting the account opening documentation forms of the Company you fully agree to abide by and be bound by the terms set out in this Agreement.

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2. Services

The Firm provides market access and trade execution services, through our on-line trading platform, in Forex, Commodities (metals, crude oil), Stocks and Indices CFDs, Cryptocurrency CFDs. among other securities CFDs. We act as a brokerage offering competitively tight bid/offer spreads over a broad base of financial instruments.

2.1. Under this Agreement, The Firm is permitted to provide contracts for difference (CFDs) may enter into Transactions with you in financial instruments which include:

a) Margin FX Contracts;

b) Contracts for Difference (CFD's);

c) any other financial instruments that we may offer from time to time;

d) Reception and transmission of orders in relation to one or more financial instruments.

e) Execution of orders on behalf of clients.

f) Dealing on Own Account.

g) Safekeeping and administration of Financial Instruments for the account of clients, including custodianship and related services such as cash/collateral management.

h) Granting credits or loans to one or more financial instruments, where the firm granting the creditor loan is involved in the transaction.

i) Foreign exchange services connected to the provision of investment services.

j) Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments.

k) Transferable securities;

l) Money-market instruments;

m) Units in collective investment undertakings;

n) 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.

o) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).

p) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF.

q) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned and not being for commercial purposes,

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which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls.

r) Derivative instruments for the transfer of credit risk.

s) Financial contracts for differences.

t) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognized clearing houses or are subject to regular margin calls.

2.2. Furthermore, under this Agreement we shall provide you access to downloadable, password protected software, which may consist of MetaTrader 4 and MetaTrader 5 software packs and all programs and technical facilities enabling you to:

a) establish a contact with, or obtain information (including rates and Quotes) from, us;

b) obtain market information in real time;

c) make technical analysis;

d) enter into Transactions with us;

e) place and delete Orders;

f) receive notices from us;

g) keep record of Transactions; and

h) make calculations of all mutual obligations between you and the Firm (hereinafter the “Trading Platform”).

2.3. We may, at our sole discretion, add, rename and otherwise modify or leave unmodified the Services offered hereunder by notifying you in any manner set out in the Agreement. As a general rule, any such modification shall become effective on the second business day from the date of notice given to you pursuant to the provisions contained in this Agreement.

2.4. By accepting this Agreement, you expressly acknowledge and agree that we may monitor your activities with a view to verifying the consistency of your behaviour and trading activities or Transactions on the Trading Platform.

2.5 The Firm intends to make its services available to users in a range of jurisdictions in accordance with the applicable local regulations. The Firm is committed to adhering to the regulatory standards of both the Seychelles FSA and the local requirements of the relevant countries in which its services may

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be available. Services are not available for countries or jurisdictions that have received calls for countermeasures from the Financial Action Task Force.

3. Confidentiality

The parties to this Agreement will at all times keep confidential any information of a confidential nature acquired in connection with this Agreement or the Services, except for information which they are bound to disclose under compulsion of law or by request of regulatory agencies or to their professional advisers or in our case in the proper performance of the Services.

We shall be under no duty to disclose to you or in making any decision or taking any action in connection with the provision of the Services to take into account any information or other matters which come to our notice or the notice of any of our employees, officers, directors, agents or associates:

- Where this would, or we reasonably believe that it would be a breach of any duty of fidelity or confidence to any other person; or
- Which comes to the notice of an employee, officer, director, or similar designation of ours, but does not come to the actual notice of the account executive or other individual providing you with the Service in question.

We will use reasonable endeavours to ensure that all confidential information relating to you and your Account is kept confidential. However, you authorise us to disclose information (confidential or not) to employees, government and regulatory agencies, or as otherwise required by law, best practice, industry regulations or codes or practice.

4. Changes to Our Service

We may, with prior written notice to you, cease to offer some or all services and/or remove some or all Instruments from our then prevailing offering. We may from time to time, with prior written notice to you, discontinue or deactivate the Trading Platform.

5. Capacity and Nature of the Services

Unless expressly agreed otherwise in writing, we will act as Principal when executing transactions with you.

The Online Trading Service is provided on an execution-only basis. The Firm does not provide investment advice, portfolio management services or personal recommendations in relation to any transaction, financial instrument or trading strategy. Any market commentary, educational material, research, newsletters, trading ideas or other information made available by the Firm is provided solely for general information purposes and should not be regarded as investment advice or a recommendation to enter into any transaction.

By entering into any Transaction with us, you acknowledge and agree that

- You are acting on your own behalf and making your own independent trading decisions;

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- You have independently assessed the suitability, possible risks and benefits associated with each Transaction;
- You understand the legal, financial and tax consequences arising from your trading activities or have independent professional advice where appropriate;
- You remain solely responsible for all trading decisions and the outcome of those decisions.

Unless otherwise stated, Transactions entered into through the Online Trading Service are executed over the counter (OTC), meaning off-exchange, rather than on a regulated stock or commodity exchange, and do not result in the physical delivery of any underlying asset or currency. Settlement is achieved by being credited to or debited from your Trading Account with the resulting profit or loss in accordance with the applicable product specifications.

6. Client Acceptance and Identity Verification

The Firm may accept or reject an application to open a Trading Account at its reasonable discretion and is under no obligation to provide services until all account opening requirements have been satisfied.

Before opening a Trading Account, the Firm will conduct customer identification, verification and due diligence procedures in accordance with applicable legal and regulatory requirements, including anti-money laundering, counter-terrorist financing, sanctions and other financial crime prevention obligations.

The Firm may require you to provide information and documentation including:

- proof of identity;
- proof of residential address;
- source of funds or source of wealth information;
- tax residency information;
- corporate ownership or control information (where applicable); and
- any other information reasonably required to comply with applicable law or the Firm's internal compliance procedures.

The Firm may carry out ongoing verification throughout the duration of the business relationship and may request updated documentation where information becomes inaccurate, incomplete, outdated, or where enhanced due diligence is reasonably required.

Clients are responsible for ensuring that all information provided to the Firm remains accurate, complete, and current. You must promptly notify the Firm of any material change to your personal, financial or corporate information.

Failure to provide requested information or documentation may result in delays in opening your Trading Account, restrictions on your account, suspension of certain services or termination of the business relationship where permitted by applicable law or this Agreement.

7. Client Classification

The Firm classifies its clients in accordance with applicable legal and regulatory requirements. Depending on the information provided during the account opening process, clients may be classified

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as Retail clients, Professional clients or any other category recognised under applicable law. Client classification may affect the level of regulatory protection, disclosures and other rights applicable to the client. Clients who do not satisfy the applicable requirements for classification as a Professional Client will generally be classified as Retail Clients.

The Firm may review a client's classification periodically or where there has been a material change in the client's circumstances. The Firm relies upon the accuracy, completeness and currency of the information provided by clients when determining their classification. Clients must promptly notify the Firm of any material change that may affect their classification. The Firm may review and, where appropriate, amend a client's classification in accordance with applicable legal and regulatory requirements.

Failure to provide information or documentation reasonably requested by the Firm may result in delays in account opening, restrictions on the Trading Account, suspension of services or termination of the business relationship where permitted by applicable law or this Agreement.

The Firm reserves the right to decline any application where legal, regulatory, operational or risk management considerations require it to do so. The Firm may also apply enhanced due diligence measures where required by applicable law or where it considers this appropriate based on the client's risk profile.

8. Client Responsibilities

Clients are responsible for ensuring that they have the knowledge, equipment and internet connectivity necessary to access and use the Online Trading Service safely and effectively.

In using the Online Trading Service, clients agree to:

- use the Online Trading Service only for lawful purposes and in accordance with this Agreement;
- maintain accurate, complete and up-to-date account information and promptly notify the Firm of any material changes affecting the client's account or ability to use the Online Trading Service;
- ensure that sufficient funds, margin or collateral are available before placing orders where required;
- monitor their trading activity and account positions regularly;
- review trade confirmations, account statements and transaction history promptly; and
- notify the Firm without undue delay of any suspected errors, unauthorised activity or security concerns affecting their account.
- use the Online Trading Service in a manner that does not compromise its security or integrity and refrain from introducing malicious software, attempting unauthorised access or otherwise interfering with the operation of the Online Trading Service.

Clients remain responsible for all trading decisions and acknowledge that the Online Trading Service provides an execution-only service unless expressly agreed otherwise in writing.

9. Account Opening Procedures

A Trading Account will be opened only after the Firm has:

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a) received an explicit request via email registration to open an account;

b) received all information reasonably required for account opening;

c) approved the application in accordance with the Firm's internal procedures and

d) acknowledged this Client Services Agreement.

The Firm reserves the right to decline any application where legal, regulatory, operational or risk management considerations require it to do so. Where an application is declined, the Firm will notify the applicant accordingly unless prohibited by applicable law or regulatory requirements.

10. Client Money

For the purposes of this Agreement, "Client Money" means money of any currency which, in the course of conducting business, the Firm holds or receives on behalf of a client.

Where required by applicable law or regulatory requirements, Client Money will be held separately from the Firm's own funds in designated client accounts maintained with reputable financial institutions. The Firm maintains appropriate records and reconciliations relating to Client Money in accordance with applicable legal and regulatory requirements.

Nothing in this section prevents the Firm from deducting fees, commissions, charges or other amounts properly payable by the client under this Agreement.

11. Deposits, Withdrawals and Payment Verification

11.1 Deposits.

Clients may fund their Trading Accounts using the payment methods, currencies and payment service providers accepted by the Firm from time to time. All funds deposited into a Trading Account must originate from a payment account or payment method registered in the client's name. The Firm does not accept deposits from third parties unless expressly permitted by applicable law and approved by the Firm.

The Firm reserves the right to refuse, reject, delay or return any deposit where reasonably necessary to:

- comply with applicable legal or regulatory obligations;
- complete customer due diligence or verification procedures;
- prevent fraud, money laundering, terrorist financing, sanctions breaches or other financial crime;
- protect the security or integrity of the Online Trading Service;
- investigate suspicious or irregular payment activity; or
- manage legal, operational or financial risk.

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The Firm may require additional information or documentation to verify the ownership of a payment method, the source of deposited funds or the legitimacy of any payment transaction before crediting funds to a Trading Account. The Firm shall credit deposits to the relevant Trading Account after the funds have been received, cleared and verified, subject to any applicable legal, regulatory or operational requirements.

11.2 Withdrawals

Clients may request the withdrawal of available funds from their Trading Account through the communication channels or withdrawal methods designated by the Firm from time to time.

Subject to the conditions set out in this Agreement, the Firm will use reasonable efforts to process withdrawal requests promptly. Processing times may be extended where additional verification, payment provider processing, regulatory review or other circumstances beyond the Firm's reasonable control apply.

A withdrawal request may only be processed where:

- Sufficient available funds or Free Margin remain in the Trading Account after the withdrawal;
- All applicable verification and customer due diligence requirements have been satisfied;
- There are no outstanding legal, regulatory or contractual restrictions preventing the withdrawal;
- The withdrawal complies with this Agreement and the Firm's applicable policies; and
- No Force Majeure Event or other circumstance beyond the Firm's reasonable control prevents the processing of the withdrawal.

The client is responsible for all bank charges, payment provider fees, intermediary fees and other transfer costs associated with deposits and withdrawals unless the Firm expressly agrees otherwise. Where reasonably practicable, the Firm will notify the client if a withdrawal request cannot be processed or is expected to be materially delayed.

11.3 Payment Methods

Withdrawals will generally be returned using the same payment method or funding source used to make the original deposit.

Where multiple payment methods have been used to fund a Trading Account, the Firm may determine the appropriate allocation of withdrawal payments between those funding methods in accordance with applicable legal, regulatory, payment scheme or operational requirements. Where card scheme rules, banking requirements or applicable law require funds to be returned to the original payment instrument, the Firm will comply with those requirements.

The Firm may, acting reasonably, approve an alternative payment method where necessary to comply with applicable law, regulatory obligations, payment provider requirements or operational considerations.

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11.4 Third-Party Payments

The Firm does not accept deposits from, or make withdrawals to, third parties unless expressly permitted by applicable law and approved by the Firm. All payments into and out of a Trading Account must ordinarily be made using payment accounts held in the client's own name.

The Firm reserves the right to request additional documentation to verify ownership of any payment account or payment instrument used by the client.

11.5 Payment Verification

The Firm may request additional information or documentation at any time to verify:

- the client's identity;
- ownership of a payment method;
- the source of funds;
- the source of wealth, where appropriate;
- the legitimacy of a payment transaction; or
- compliance with applicable legal or regulatory requirements.

The Firm may delay, suspend or refuse any payment transaction until such verification has been completed to its reasonable satisfaction.

Where reasonably required, documents provided by the client may be required to be certified by an independent person acceptable to the Firm.

Failure to provide requested information or documentation may result in delays, restrictions on the Trading Account, suspension of services or termination of the business relationship in accordance with this Agreement.

11.6 Source of Funds and Financial Crime Prevention

The Firm strictly complies with applicable laws and regulations relating to anti-money laundering, counter-terrorist financing, sanctions, fraud prevention and other financial crime obligations.

Accordingly, the Firm may request information concerning the client's source of funds, source of wealth, intended trading activity, or any payment transaction, as reasonably necessary to comply with applicable legal or regulatory requirements.

The Firm may refuse, delay or reverse any payment transaction, suspend access to the Trading Account or terminate the business relationship where it reasonably believes that a transaction or activity:

- breaches applicable law or regulatory requirements;
- involves fraud or financial crime;

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- is inconsistent with the information provided by the client;
- cannot be satisfactorily verified; or
- otherwise exposes the Firm to unacceptable legal, regulatory or operational risk.

11.7 Payment Reconciliation and Chargebacks

The Firm may investigate and reconcile deposits, withdrawals and other payment transactions to verify their legitimacy, accuracy and compliance with applicable legal and regulatory requirements. Where the Firm reasonably determines that a payment has been reversed, cancelled, charged back, disputed or otherwise invalidated, it may:

- reverse any corresponding credit applied to the Trading Account;
- cancel or reverse any transaction funded by the affected payment;
- recover any resulting losses, fees or expenses;
- suspend or restrict the Trading Account pending investigation; and
- take any other action reasonably necessary to protect the Firm, its clients or the integrity of the Online Trading Service.

The Firm will notify the client of any action taken under this section unless prohibited by applicable law or where doing so would prejudice the prevention or investigation of fraud, money laundering or other unlawful activity.

Nothing in this section limits the Firm's right to request additional information, conduct further verification or refuse any payment transaction where reasonably necessary to comply with applicable law, regulatory requirements, court orders, sanctions obligations or the Firm's internal risk management procedures.

The Firm reserves the right to amend the payment methods, processing procedures and operational requirements applicable to deposits and withdrawals from time to time, provided that any such changes are made in accordance with this Agreement and applicable law and you agree to abide by all such changes.

12. Fees and Charges

Where applicable, you shall be required to pay certain fees, charges regarding the Services provided herein and you agree to pay all fees, commissions, spreads, financing charges, administrative charges and other costs applicable to the products and services provided by the Firm.

Charges in respect of the Services provided pursuant to this Agreement shall be published by the Firm from time to time, agreed between the Parties or otherwise notified to the client before the relevant transaction or service is provided. The Firm shall be entitled to deduct or debit you any such fees, commissions, charges, taxes or any other amounts payable by you from your Account Balance.

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The Client acknowledges that fees, commissions and charges may be subject to applicable taxes, duties, governmental levies, exchange fees or other charges imposed by law or by third parties. Where applicable, such amounts may be charged to or deducted from the Trading Account.

The Firm is not responsible for any fees, charges or costs imposed by banks, payment service providers, card issuers, correspondent banks, intermediaries or other third parties used by the Client in connection with deposits, withdrawals or other payment transactions.

The Firm may recover from the Client any reasonable costs or expenses incurred in processing deposits, withdrawals, payment reversals, chargebacks, currency conversions, or other payment-related transactions, whether imposed by third parties or arising from the Client's instructions or actions.

The Firm will make available details of its applicable fees and charges through its website, trading platform, Schedule of Fees, Product Specifications or other communications provided to Clients from time to time. The Client is responsible for familiarising themselves with the fees and charges applicable to their Trading Account before entering into any transaction.

The Firm may amend its fees and charges from time to time where reasonably necessary to reflect changes in market conditions, third-party costs, regulatory requirements, taxation, operational expenses or the products and services offered by the Firm. Your continued use of the Firm's services shall be construed as an acceptance of all such changes.

13. Commission and Costs

You agree to pay us all commissions, spreads, financial charges, administrative fees, service charges and any other costs applicable to the products and services provided by the Firm (collectively referred to in this Agreement as the "Costs") as set out in our website Contract Specifications which shall apply to you unless we expressly advise you otherwise.

The Costs applicable to your Trading Account are those published in our Schedule of Fees, Product Specifications, Trading Conditions or on our website, unless we expressly agree otherwise with you in writing.

We may amend our Costs from time to time where reasonably necessary to reflect changes in market conditions, third-party costs, regulatory requirements, taxation, operational expenses or the products and services we offer. Where practicable, we will provide reasonable notice of any material changes by publishing the updated Costs on our website, website, trading platform, Client Portal or through any other communication channel we designate.

When providing Services to you, we may pay or receive fees, commissions or other non-monetary benefits from third parties, where permitted by applicable law and consistent with our regulatory obligations. We will only disclose these to you when required by law.

Where we hold monies on your behalf, we will deduct any charges, taxes, levies or any other amounts properly payable by you directly from your Trading Account or from any funds we hold for you.

13. Swap-Free Accounts

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Our Swap-free accounts are available for Islamic nationals only, who are not allowed to trade using long-term strategies (where a Position is held open for more than 2 days) under Islamic law.

For long-term strategies, we charge a fixed fee for the total number of days during which the position is kept open, which fee is established as the value of 1 point of the Transaction in US Dollars, multiplied by the size of the currency pair swap point of the deal. This fee is not an interest and depends on whether the position is open to buy or sell.

The Swap-Free option is not available for trading exotic currency pairs and CFD's.

By applying for a Swap-free account, you warrant and confirm that you are of an Islamic nationality and agree that we may deduct a fixed fee calculated as per above from your Trading Account.

Where we find out that a Swap-free account has been used for the purposes of: Arbitrage Trading, or carry trade related strategies, or expressly generating excessive profits, we shall discontinue providing the Swap-free service to you and debit your Trading Account with the fee calculated as per above.

14. Placing Orders Electronically

The Online Trading Service enables clients to submit, modify and cancel orders electronically, subject to market availability, applicable trading conditions and the rules governing the relevant financial instrument.

An order submitted through the Online Trading Service constitutes an instruction from the client to the Firm and will be processed in accordance with this Agreement, the Best Execution Policy and the Firm's Order Execution procedures. An order will be regarded as received only when it has been successfully accepted by the Firm's trading systems. The transmission of an order by the client does not, of itself, constitute acceptance or execution of that order.

Clients are responsible for verifying the accuracy of each order before submission, including the instrument, order type, transaction size, price, stop-loss, take-profit and any other relevant trading parameters. Once submitted, orders may not be capable of amendment or cancellation where they have already been executed or are in the process of execution.

Execution of orders remains subject to prevailing market conditions, available liquidity, price movements, trading hours and any other factors affecting the execution of client orders. Clients should refer to the Firm's Best Execution Policy for further information regarding the Firm's execution arrangements.

Where the Firm reasonably determines that an order has been executed as a result of an obvious pricing error, technical malfunction, system failure or manifest error, it may investigate the transaction and take any corrective action permitted under this Agreement and the Firm's applicable trading conditions.

The Firm maintains electronic records of client instructions, executed transactions, communications and other account activity relating to the Online Trading Service. These records may include system timestamps, authentication logs, and other electronic evidence, and may be relied upon by the Firm in resolving operational issues, investigations, or disputes, to the extent permitted by applicable law.

15. Availability of the Online Trading Service

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The Firm uses reasonable efforts to make the Online Trading Service available on a continuous basis. However, access to the Online Trading Service may occasionally be interrupted, delayed or restricted due to scheduled maintenance, system upgrades, market conditions, communication failures, cybersecurity incidents, equipment failures or other circumstances beyond the Firm's reasonable control.

During periods of exceptional market volatility or unusually high trading volumes, clients may experience delays in accessing the Online Trading Service, obtaining market information or placing, modifying or cancelling orders. The Firm takes reasonable steps to maintain the resilience and reliability of its trading systems but does not guarantee uninterrupted or error-free access at all times.

Where the Online Trading Service is temporarily unavailable, clients may use any alternative communication channels provided by the Firm to submit trading instructions or account-related enquiries. The availability of such alternative channels does not guarantee that orders will be executed immediately or at the same price as those available through the Online Trading Service.

16. Market Data and Information

The Firm makes available market prices, charts, news, research, analytical tools and other trading information through the Online Trading Service for the convenience of clients. Unless expressly stated otherwise, market data is obtained from third-party liquidity providers, exchanges, market data vendors and other external sources. While the Firm takes reasonable steps to provide information that it reasonably believes to be accurate and reliable, it does not warrant the completeness, accuracy, timeliness or uninterrupted availability of any market data or other information made available through the Online Trading Service.

Market information is provided for general trading purposes only and should not be regarded as investment advice, personal recommendations or a guarantee of future market performance. Clients remain solely responsible for making their own trading and investment decisions and should independently assess the suitability of any transaction before placing an order.

The Firm shall not be responsible for any loss arising solely from inaccuracies, delays, interruptions or omissions in market data or other information supplied by third-party providers, except where such liability cannot be excluded under applicable law.

17. Arbitrage

We use reasonable efforts to provide accurate and reliable pricing through our Online Trading Service. However, delays in communication, Internet connectivity issues, system failures, market disruptions, price feed interruptions or other technical events may occasionally result in prices, quotes or execution prices displayed on the CXM website that do not accurately reflect prevailing market conditions.

You acknowledge that such events may occur and that we may investigate any transaction where we reasonably believe that it has been executed as a result of:

- a manifest or obvious pricing error;
- a technical malfunction or system failure;
- an incorrect or delayed price feed;
- latency arbitrage or other abusive trading practices;
- unauthorised exploitation of pricing, technical or operational errors; or

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- any other circumstance that results in a transaction being executed at a price that clearly does not reflect the prevailing market price.

Where we reasonably determine, acting in good faith and based on our trading records, that a transaction has been affected by any of the circumstances described above, you accept that we may take such corrective action as is reasonably necessary without prior recourse to you, including:

- amending the execution price;
- cancelling or voiding the affected transaction;
- reversing any resulting profit or loss directly attributable to the error; or
- making any other reasonable adjustment necessary to restore the parties to the position they would have been in had the error not occurred.

Nothing in this clause limits our rights under the Best Execution Policy or any other applicable policy forming part of this Agreement. We are under no obligation to provide investment advice, monitor your Trading Account or notify you of market movements or trading opportunities. You remain solely responsible for monitoring your Trading Account and making your own trading decisions.

18. Indemnity

You agree to indemnify and hold us, our Affiliates, directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable legal fees) incurred in connection with the provision of the services under these Terms to you, to the extent that any such liabilities, losses, damages, costs and expenses have not arisen directly from our gross negligence, fraud or willful default.

19. Electronic Communications

The Firm may communicate with clients electronically through the Online Trading Service, the Client Portal, the client's registered email address or any other electronic communication channel agreed between the parties. Such communications may include account notifications, trade confirmations, statements, policy updates, notices and other information relating to the client's account or use of the Online Trading Service.

Unless otherwise required by applicable law or this Agreement, electronic communications shall be deemed received when transmitted to the client's registered contact details or otherwise made available through the Online Trading Service. Clients are responsible for ensuring that their contact information remains accurate and up to date.

Clients are responsible for regularly checking the Client Portal and their registered email address for communications from the Firm.

20. Login Credentials and Account Security

To access the Trading Platform and/or access the Member Area, we will provide you with, or enable you to create, login credentials or any other security credentials (collectively referred to as “Login Credentials”). You are solely responsible for maintaining the confidentiality and security of your Login Credentials and must take all reasonable steps to prevent their unauthorised use. You must not

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disclose it to any third party or permit any third party to access your Trading Account without our prior written consent.

Each client is responsible for maintaining the confidentiality and security of their login credentials, including usernames, passwords, authentication codes and any other security information used to access the Online Trading Service.

The client is responsible for all instructions, transactions and activities carried out using their login credentials, whether authorised by the client or not, unless the client has previously notified the Firm that their credentials have been lost, stolen or compromised and the Firm has had a reasonable opportunity to take appropriate action.

Clients should take all reasonable steps to protect their devices and login credentials against unauthorised access, including the use of strong passwords, multi-factor authentication where available and other appropriate cybersecurity measures.

Clients must notify the Firm immediately if they become aware of or reasonably suspect:

- any unauthorised access to their trading account;
- the loss, theft or compromise of their login credentials;
- any unauthorised transaction or instruction;
- any incorrect account information or transaction history; or
- any other suspected security incident affecting their account.

If we reasonably believe that your Login Credentials is being/has been compromised, or where suspension is reasonably necessary to protect you, the Firm or other clients, we may, without prior notice to you, block your access to the Trading Platform and/or Personal Area. Where we do so, we will contact you as soon as possible and arrange for the provision of a new Login Credentials.

The Firm may require the client to verify their identity before restoring access to an account following a reported security incident.

Clients are also responsible for ensuring that the devices, operating systems, internet connections and software used to access the Online Trading Service remain secure, compatible and appropriately maintained. Where any of these incidents happen, we shall not be liable for any loss, including loss of profit, costs or damage which may arise out of or in connection with such unauthorised use or the replacement of your Access Credentials, or otherwise.

21. Complaints

The Firm is committed to resolving complaints and disputes fairly, promptly and transparently. Clients who have a complaint relating to the Online Trading Service should first submit the complaint in accordance with the Firm's Complaints Handling Procedure. The Firm will investigate and respond to the complaint in accordance with that procedure and within any applicable regulatory timeframes.

If the dispute cannot be resolved through the Firm's internal complaints process, the Parties shall use reasonable efforts to resolve the matter through good faith discussions and negotiations.

22. Margin Obligations

The Firm’s Leverage Policy explains how leverage and margin are applied across all account types offered by **CXM Group (SC) LTD**. It applies to all clients and should be reviewed before trading.

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Leverage is adjusted automatically based on account equity, instrument class and market conditions. The margin and automatic stop-out levels operate to manage client exposure before an account balance can turn negative; where a balance nevertheless turns negative, the Firm's Negative Balance Protection Policy applies to eligible retail clients.

23. Notice of Risk

23.1 Risk Disclosure Statement

THE FIRM'S TRADING SERVICE CARRIES A HIGH LEVEL OF RISK AND CAN RESULT IN LOSSES THAT EXCEED THE BALANCE HELD ON YOUR ACCOUNT AT ANY GIVEN TIME. THE HIGH LEVEL OF RISK MEANS OUR TRADING SERVICE IS NOT SUITABLE FOR EVERYONE. YOU MUST SATISFY YOURSELF THAT IT IS SUITABLE FOR YOU IN THE LIGHT OF YOUR CIRCUMSTANCES, FINANCIAL RESOURCES, AND INVESTMENT.

TRADING ON MARGIN (SPREAD BETTING, CFDS AND ANY OTHER LEVERAGED PRODUCTS) CARRIES A HIGH LEVEL OF RISK AND MAY NOT BE SUITABLE FOR ALL INVESTORS. BEFORE TRADING YOU SHOULD CONSIDER WHETHER YOU HAVE AN UNDERSTANDING OF THE PRODUCTS AND RISKS INVOLVED. YOU SHOULD NOT ENGAGE IN MARGIN TRADING UNLESS YOU UNDERSTAND THE NATURE OF THE CONTRACTS AND THE EXTENT OF YOUR EXPOSURE TO RISK. BY CONTINUING TO TRADE, IT IS IMPLIED THAT YOU HAVE AN UNDERSTANDING OF HOW CFDS WORK AND HAVE DETERMINED YOU CAN AFFORD TO TAKE THE HIGH RISK OF LOSING YOUR FUNDS.

THERE ARE NO GUARANTEES OF PROFIT NOR ANY GUARANTEES OF AVOIDING LOSSES WHEN TRADING CFDS. NEITHER CXM NOR ITS EMPLOYEES, REPRESENTATIVES, AFFILIATES OR SIMILAR CAN PROVIDE ANY SUCH GUARANTEES. YOU AGREE THAT RISKS ARE INHERENT TO TRADING CFDS AND YOU MUST BE FINANCIALLY ABLE TO BEAR SUCH ASSOCIATED RISKS AND WITHSTAND ANY LOSSES INCURRED.

THE VALUE OF AN INVESTMENT PORTFOLIO MAY DECREASE RAPIDLY DUE TO FLUCTUATIONS IN MARKET FACTORS, INCLUDING BUT NOT LIMITED TO STOCK PRICES, INTEREST RATES, COMMODITY PRICES, AND FOREIGN EXCHANGE RATES. FURTHERMORE, TRADING MAY BE SEVERELY IMPACTED BY REDUCED MARKET LIQUIDITY, PRICE VOLATILITY, SLIPPAGE, GAPPING, EXECUTION DELAYS, AND TEMPORARY MARKET DISRUPTIONS, PARTICULARLY DURING PERIODS OF HEIGHTENED MARKET ACTIVITY OR RESTRICTED TRADING VOLUMES. SUCH EVENTS MAY ADVERSELY AFFECT THE EXECUTION PRICE OF AN ORDER OR IMPAIR THE CLIENT'S ABILITY TO OPEN, MODIFY, OR TERMINATE POSITIONS AT THEIR DESIRED PRICE PARAMETERS.

23.2 Client Declarations and Prerequisites

By entering into this Agreement and utilising the online trading service, the Client represents, warrants, and implies that they understand the underlying mechanics of leveraged trading and have determined that they possess the financial fortitude to assume the high risk of capital loss. You explicitly acknowledge that they should only engage in trading if:

1. You possess relevant and sufficient knowledge or experience regarding trading in highly volatile markets;

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2. You have adequate time to actively manage and monitor their transactions on a continuous basis;
3. You fully comprehend the nature of the contracts, all associated trading and financing costs, and the reality that leverage amplifies risk exposure;
4. You understand that under certain conditions, The Firm is authorized and permitted to close out client transactions without prior notice;
5. You are utilising capital that you can afford to lose;
6. You maintain a high-risk tolerance; and
7. You are seeking short-term exposure to an underlying product or market.

You bear sole responsibility for understanding the operations of leverage, margin parameters, stop-out thresholds, and transactional costs. You are strongly advised to obtain independent financial, legal, tax, or other professional advice prior to entering into a trading relationship with Us.

23.3 Specific Risk Disclosures

By accepting this Agreement, you thereby acknowledge that trading in financial instruments that we offer is highly speculative, may involve a high degree of risk and is only appropriate for persons who can assume a risk of loss well in excess of money they invest. There are a number of risks you should be aware of before beginning to trade, which include, but may not be limited to, the following:

- Leverage Risk: We grant you the ability to trade financial instruments with a value significantly greater than the collateral (Margin) you commit. While leverage can amplify profits, it equally amplifies losses. If the market moves against your position, you may suffer losses far in excess of the money deposited into your Trading Account and the margin required to maintain those open positions.
- Market Volatility Risk: Derivative markets are extraordinarily volatile and susceptible to rapid, unpredictable price fluctuations driven by unforeseen global events, interest rates, commodity prices, stock shifts, and foreign exchange rates. For CFDs, the underlying market may be an index or commodity; for FX contracts, it is a currency pair. Changes in these underlying markets immediately impact your investment. You are strictly obligated to monitor your Open Positions at all times.
- Systems Risk: Online trading carries inherent operational and technological risks. This includes disruptions to communications, IT systems, software configurations, or hardware errors that may delay, interrupt, or degrade the performance of the Trading Platform. Should such disruptions occur, you may suffer a financial loss or missed market opportunities. We are not liable for any loss or damage arising from system or platform failures unless directly caused by fraud or a dishonest act on our part.
- Execution Risk: We cannot guarantee that every order will be filled at your requested price. Execution may be impacted by low market liquidity, rapid volatility, and temporary market disruptions; especially during major news events or low-volume periods. Specific execution risks include:
    - *Delays in Execution:* Lag between order submission and market matching.
    - *Unavailable Pricing:* Moments where prices cannot be quoted due to market freezes.
    - *Inverted Spreads:* Rapidly crossed bid/ask pricing causing extreme cost fluctuations.
    - *Slippage:* Orders being filled at a significantly different price than the one displayed.

24. Force Majeure

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For the purpose of this Agreement, Force Majeure events shall include events or circumstances beyond our reasonable control, including but not limited to the following:

- Acts of God, including without limitation earthquake, fire, flood, epidemic, tsunami, hurricane or any other natural hazard, making it impossible for us to perform under this Agreement;
- Breakdown, failure or malfunction of any electronic, network or communication lines as well as power, equipment or software failures;
- Government actions; threat or outbreak of war, military acts, hostilities, acts of terrorism, riots, civil unrest, economic or political crisis or events that may prevent us from maintaining an orderly market in one or more financial instruments being traded hereunder;
- Suspension, liquidation or closure of any market, or the abandonment of any event, on the basis of which we establish our quotes, or the imposition of limits or special terms on the trading in any such market or event;
- Any unlawful or malicious act committed against the Firm, its officers, employees or assets, including, but not limited to hacker attacks on our servers, fraud and similar acts;

Where any of the Force Majeure events occurs, we shall take all reasonable steps to inform you about their occurrence as soon as practicable.

Where a Force Majeure event exists, we may, without prejudice to any other rights under this Agreement, at any time and without prior notice to you, take any or all of the following steps:

- Increase Margin Requirements;
- Close out any or all Open Positions at such prices as we reasonably deem correct and appropriate;
- Suspend or modify the application of any or all terms of this Agreement for as long as the Force Majeure event makes it impossible or impractical for us to comply with those terms;
- Take or refrain from taking any such other action as we deem, under the circumstances, appropriate with regard to the Firm and clients
- Re-assess the financial results of your Trading Operations performed during the Force Majeure event(s) and change Quotes, delete your Order(s), increase Spreads, decrease Leverage, or deactivate your Trading Account altogether.

We shall not be liable for any type of loss or damage you sustain if such loss or damage arises out of, or has been incurred due to, any failure, interruption or delay in fulfilling our obligations hereunder if the same has been caused by a Force Majeure event.

25. Warranties, Representations and Covenants

On entering into this Agreement and at any time thereafter when you have dealings with us, you represent and warrant to us that:

- Where you are an individual, you are of sound mind and legal age;
- Where you are a legal entity, such entity is in good standing and is validly existing under the laws of its jurisdiction;
- You are free to enter into this Agreement, to perform each of the terms and conditions contained herein and that you are not restricted or prohibited, contractually or otherwise, from entering into or performing under this Agreement and that your execution of and performance

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under this Agreement are not a violation or breach of any other agreement between us or any other person or entity;

- You have complete understanding, and are agreeing with all terms and conditions, of this Agreement;
- All and any information you provide to us is true, accurate and not misleading;
- You understand the risks involved and associated with trading;
- All and any Transactions performed on your Trading Account(s) are in compliance with this Agreement;
- You are aware of the risks involved in trading the financial instruments that we offer and that any decision that you make to trade them is at your own risk;
- You are willing and financially able to sustain a total loss of the monies that you deposit with us to open or maintain a position;
- The funds that you invest in or use to perform any Transaction hereunder do not represent proceeds of, are not derived from, and will not be used in any way in, any illegal activity including money laundering and terrorist financing;
- The funds that you invest in or use to perform any Transaction hereunder are free of any lien, charge, pledge or any other encumbrance;
- No Event of Default has occurred or is occurring to you.

You covenant to us that during the term of this Agreement you will take all reasonable steps to comply with all applicable laws and regulations in relation to this Agreement and you will promptly notify us of:

- Any changes to your information provided to us during the account opening process; and
- The occurrence of any event of Default.

26. Liability and Indemnification

The Firm takes reasonable steps to maintain the security, availability and performance of the Online Trading Service. However, the Online Trading Service is provided on an "as available" basis and may be affected by circumstances beyond the Firm's reasonable control, including communication failures, internet disruptions, power outages, cyber incidents, market volatility, failures of third-party service providers or other events affecting the operation of electronic trading systems.

The Firm shall not be liable for any loss arising solely from delays, interruptions or the temporary unavailability of the Online Trading Service, provided that the Firm has acted with reasonable skill, care and diligence and has taken reasonable steps to minimise the impact of such events.

Nothing in this Agreement limits the operation of the Force Majeure provisions contained in this Agreement or excludes or limits any liability that cannot lawfully be excluded or limited under any Applicable law.

We shall not be liable to you for any damage or loss (including direct, indirect or consequential loss or loss of profit) you may suffer or sustain in connection with this Agreement except to the extent that such loss or damage results directly from our fraud, gross negligence or willful misconduct.

We shall not be liable to you for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond our control including, without limitation, any delays or inaccuracies on the transmission of Orders or information due to a breakdown in, delay or failure of any transmission, communication or computing facilities. Nor shall we be liable for any loss, damage or other expense

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you may sustain in the event that any computer viruses, worms, software bombs or similar malware are introduced into your computer through your own failure to install adequate protection.

Should quoting, execution or other errors occur, which may include but not be limited to a mistype of a Quote by us, a Quote which is not representative of a fair market price, an erroneous Quote due to failure of hardware, software or communication lines or systems and/or inaccurate data feeds, we shall not be liable for the resulting errors in your Trading Account balances or trading losses. The foregoing list is not exhaustive. In the event of a quoting or execution error, we reserve the right to make the necessary adjustments or corrections on your Trading Account.

The client is responsible for ensuring that all instructions submitted through the Online Trading Service are accurate, complete and authorised. The client remains responsible for all trading activity conducted through their account in accordance with this Agreement.

The client agrees to indemnify and hold the Firm harmless against any losses, liabilities, costs or expenses reasonably incurred by the Firm arising directly from the client's breach of this Agreement, misuse of the Online Trading Service, unlawful conduct or infringement of the rights of any third party, except to the extent that such losses arise from the Firm's fraud or gross negligence.

This provision shall survive the termination of this Agreement.

27. Term and Termination

27.1 Account Closure & Termination by the Client

This Agreement commences when your Account is opened and remains in effect until terminated.

- You may request to close your Trading Account and terminate this Agreement at any time by submitting a written request through our designated communication channels.
- Before closure is processed, you must ensure all open positions are closed and all outstanding obligations are satisfied. Final closure is subject to completing any pending verification procedures, settling transactions, and paying outstanding fees.

27.2 Suspension, Closure, and Termination by The Firm

The Firm reserves the right to suspend, restrict, terminate or close your access to the Online Trading Service and Trading Account and terminate the relationship immediately if:

- You commit a material breach of this Agreement or an Event of Default.
- We suspect fraud, financial crime, market abuse, or illegal activity.
- You fail to satisfy ongoing customer due diligence (CDD) or verification requirements.
- You fail to provide requested documents, up-to-date personal information, or required Margin.
- Your Account is dormant with a zero balance or has remained inactive for an extended period.
- Continuing the relationship exposes Us to unacceptable legal, regulatory, or operational risk (whether under Seychelles law or otherwise).
- Applicable legal or regulatory obligations require the Firm to do so.
- You behave in a rude or offensive manner toward our staff.

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Where reasonably practicable, We will notify you via email or the Member Area before suspending or closing your Account. However, We reserve the right to act without prior notice where deemed appropriate or where it would prejudice the prevention or investigation of fraud or financial crime.

27.3 Effect of Account Closure and Termination

Upon termination or account closure:

- Your access to the Trading Platform will be revoked, and We will refuse to open new positions.
- We may, acting reasonably, close out any remaining open positions without prior notice (typically at the end-of-day closing price).
- All amounts owed to Us, including outstanding fees, commissions, dealing expenses, and realized losses, become immediately due and payable.
- We will return any remaining client funds as soon as reasonably practicable, subject to applicable charges, fees, and our rights of set-off.

Account closure does not affect any rights, obligations, or liabilities that accrued before the closure.

28. Intellectual Property and Permitted Use

The Online Trading Service, including its software, trading platforms, website content, market information, graphics, text, logos, databases, and other materials, is owned by or licensed to the Firm and protected by applicable intellectual property laws.

Subject to this Agreement, the Firm grants clients a limited, personal, non-exclusive, non-transferable and revocable licence to access and use the Online Trading Service solely for the purpose of operating their trading account with the Firm.

Clients must not copy, reproduce, modify, distribute, publish, reverse engineer, decompile, disassemble or otherwise attempt to extract or reproduce any part of the Online Trading Service except to the extent expressly permitted by applicable law or with the Firm's prior written consent.

Nothing in this Agreement transfers ownership of any intellectual property rights to the client. All rights not expressly granted under this Agreement remain reserved by the Firm or relevant third-party rights holder.

29. Amendments

CXM Group (SC) Ltd may amend this Agreement and any agreements made hereunder to ensure that it remains consistent with applicable legal and regulatory requirements, market practice, the Firm’s risk appetite, and other business reasons as it deems appropriate. This Agreement may also be updated where changes to the Firm's products, services, technology, trading platforms or operational arrangements affect the provision of the Online Trading Service.

The current version is published on www.cxm.com and a copy is available upon request. It will become effective on the date specified therein. By continuing access or use of the Online Trading Service after the effective date of any revision to this Agreement, the client is deemed to have accepted the updated terms.

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You will be deemed to have accepted and agreed to be bound by the Agreement by continued use of the Service and placing any order or continuing any transaction after any notice has been given.

Clients that object to amendments of this Agreement must:

- Notify us of their objection in writing via email at support@cxm.com with a request to move towards closing their account;
- Close all open positions;
- Withdraw funds remaining in their account after closing all open positions; and
- Close their account with the Firm.

Clients who fail to complete the objection steps detailed above by not closing their account after objection, are deemed to have accepted the amended terms of the Agreement and will be bound by them.

Any amendment to the terms of this Agreement will supersede any previous agreement between us on the same subject matter and will govern any transaction entered into after, or outstanding on, the date the amended terms come into effect.

30. Assignment

We may at any time assign or transfer any of our rights or obligations under this Agreement or delegate all or any of the functions hereunder to a third party. You may not assign or transfer any rights or obligations under this Agreement to a third party.

31. Entire Agreement and Severability

This Agreement, together with the policies and disclosures expressly incorporated by reference, constitutes the entire agreement between the client and the Firm regarding the client's access to and use of the Online Trading Service and supersedes any prior discussions or representations relating to the same subject matter.

If any provision of this Agreement is found to be invalid, unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

32. Governing Law and Dispute Resolution

This Agreement and all matters relating to it, as well as any dispute or claim arising from it shall be governed by and construed in accordance with the laws of the Republic of Seychelles, without giving effect to any conflict of law provision. Any dispute, controversy or claim arising out of or relating to these Terms, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The language of the arbitration shall be in English; the number of arbitrators shall be one, and the venue shall be remote in the Republic of Seychelles.

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