marketmates

CLIENT AGREEMENT

MARKETMATES LIMITED

MarketMates Limited
4th Floor, Les Jamalacs Building
Vieux Conseil Street 11328
Republic of Mauritius

July 2026

www.marketmates.com

MarketMates Limited is authorised as an Investment Dealer by The Financial Services Commission of Mauritius | Licence number: GB24202946

Introduction

This document is important and contains the terms on which we provide execution-only online CFD trading, access to our trading platforms and, where selected by you and made available by us, the CopyMate copy-trading service (together, the "Services"). Simulated trading challenges, evaluations and funded-trader or proprietary-trading programmes are not governed by this Agreement unless their separate terms expressly state otherwise.

Due to CFTC regulatory restrictions and in accordance with the Dodd-Frank Act, MarketMates Limited CANNOT OPEN ACCOUNTS FOR UNITED STATES RESIDENTS.

A United States resident means any of the following: any natural person residing in the United States; any corporation, partnership, association or other legal entity created or organized under the laws of any jurisdiction of the United States; a branch or agency of a foreign entity located in the United States; a trust of which the trustee is resident in the United States; an estate of which a person residing in the United States is the executor or administrator; or any account held for the benefit of a person residing in the United States.

It is essential that you read and understand these terms and we will ensure that you have a proper opportunity to do so by not allowing you to trade until you have confirmed to us that you have read these terms. If you have any questions please let us know.

MarketMates Limited ("MarketMates") is authorized and regulated by the Financial Services Commission of the Republic of Mauritius, licence number GB24202946.

MarketMates will provide the Services with reasonable skill, care and diligence and in accordance with applicable law, its regulatory obligations and this Agreement.

MarketMates provides the Services on a non-exclusive basis and may provide similar services to other clients. We may earn commissions, spreads, financing charges and other disclosed fees from providing the Services.

(a) You acknowledge that leveraged CFD trading and copy trading are high-risk. Market movement may cause rapid or total loss of the funds in your Account and, where negative-balance protection does not apply, additional liability. No party to this Agreement guarantees that your objectives will be achieved. You are responsible for obtaining independent legal and tax advice where required.

(b) It must be distinctly understood that by granting MarketMates an Investment Dealer (Full Service Dealer Excluding Underwriting) by the FSC, the FSC does not vouch for the financial soundness of MarketMates or for the correctness of any of the statement made herein or any opinion expressed with regards to MarketMates.

(c) You are not protected by any statutory compensation arrangement in the Republic of Mauritius in the event of MarketMates's failure. The approval and authorisation received from the FSC does not constitute a guarantee as to the performance of MarketMates. Furthermore, in giving such approvals, the FSC shall not be liable for the performance or default of Marketmates or the correctness of any opinion or statement expressed.

1. The Agreement Between Us

The agreement between us (this "Agreement") comprises these terms and conditions, and the terms and matters set out in the Account Opening Application Form (contained in your client portal).

1.1.1 This Agreement represents all the terms agreed between us regarding the Services unless we together with you, have agreed in writing to supplement or vary this Agreement.

1.2. Effective Date

1.2.1. This Agreement shall come into force on the earlier of the date you complete and sign the Account Opening Application Form or the date you begin to use the Services (being a day we are open for business or the next business day if we are not open, a "Business Day").

1.3. Cancellation rights

1.3.1. You have a right to cancel this Agreement within 14 days of the Business Day we receive the completed Account Opening Application Form from you. If you would like to cancel this Agreement please log into online account, go to the "withdrawal" section and raise a request to withdraw with a specified amount using the Withdrawal Request Form contained in your client portal.

1.3.2. If you do not exercise this right to cancel within the requisite time period, you will still be entitled to exercise your right to terminate this Agreement at any time using the Withdrawal Request Form under clause 2.34.1.1.

1.3.3. You agree that the right to cancel and the right to terminate under the Agreement only relate to cancelling or terminating the Agreement. Such cancellation or termination shall not affect the completion of transactions initiated prior to us receiving your notice of cancellation or termination. Cancellation or termination shall not affect your or our accrued rights, indemnities, existing commitments or any other contractual provision intended to survive termination of this Agreement.

1.3.4. No penalty will apply on cancellation provided however you shall pay our fees on a pro-rata basis to the date of cancellation and any additional expenses necessarily incurred by us (or a third party) in cancelling this Agreement and any losses necessarily realized in settling or concluding outstanding transactions and transferring your funds back to you.

1.3.5. You should note that we will provide the Services to you until we receive notice of cancellation pursuant to your cancellation right and if you do cancel the amount you receive back may be less than your initial investment due to fluctuating market values, payment of any fees due to us, costs we incur and any costs incurred by us due to circumstances outside our control.

2. Terms and Conditions that apply to the Services

2.1. MarketMates Limited

MarketMates Limited is authorized and regulated by the Financial Services Commission of the Republic of Mauritius Licence number GB24202946.

Our registered office is at c/o UC Solutions Ltd, 4th Floor, Les Jamalacs Building, Vieux Conseil Street, Port Louis, Mauritius. We may establish and maintain other offices, places of business or agencies in Mauritius or elsewhere and will notify you where required. Our email address is hello@marketmates.com.

2.2. Non-advised dealing services and general advice

2.2.1. We provide execution-only, non-advised dealing services in CFDs. Unless we expressly agree otherwise in writing, we do not make personal recommendations and you decide whether to enter into each transaction or, when using CopyMate, whether to give and maintain a standing instruction to copy a selected Strategy Provider. We will ordinarily act as principal and counterparty to your CFD transactions unless we tell you otherwise.

2.2.2. Instructions must be submitted through a trading platform or other electronic channel that we make available for that purpose (the "Online Platform"), unless we expressly agree otherwise. The Online Platform includes MetaTrader 5 ("MT5"), Match-Trader (also referred to as "MatchTrade"), CopyMate, our client portal and any approved web, mobile, desktop or application programming interface through which instructions are received.

2.2.3. We will provide or display prices through the Online Platform. We do not accept verbal trade instructions unless we have expressly agreed an authorised alternative dealing channel.

2.2.4. CFDs are cash-settled contracts and do not give you ownership of the underlying instrument. A position remains open until it is closed, expires, is rolled or is liquidated in accordance with this Agreement and the applicable instrument specification. Profits, losses, financing, commissions and other adjustments are posted to your Account in accordance with the applicable contract specification and our pricing information.

2.2.5. Even if the service provided is a non-advised dealing services, you may see general non-binding advice in our trading platform and/or website or via e-communications. This information is intended to be general in nature and is not personal financial product advice. It does not take into account your objectives, financial situation or needs. Before acting on any information, you should consider the appropriateness of the information provided and the nature of the relevant financial product having regard to your objectives, financial situation and needs. MarketMates is not liable for or held responsible for any loss, financial or otherwise in relation to information received from MarketMates.

2.3. Appropriateness

2.3.1. Even if we are not providing you with investment advice, for certain types of investment (considered by us to be complex investments) when we receive instructions to deal on a non-advised basis we will assess the appropriateness of such instructions by reference to your knowledge, experience and understanding of the risks involved. Should we not have sufficient information to make this assessment we reserve the right not to act on instructions received from you.

2.3.2. If we consider that (with regard to the information we hold about you) a transaction is inappropriate, we shall warn you of this. If you wish to proceed with the transaction after having been given this warning, you shall be solely responsible for that decision.

2.3.3. Nothing in this Agreement or any other document received from MarketMates shall be construed as providing any legal, accounting, estate, actuary, or tax advice. You will rely upon your own representatives, including its own legal counsel, personal tax advisor and accountant, as to legal and tax consequences of investing with MarketMates.

2.3.4. MarketMates assumes no responsibility to the Client for the tax consequences of any transaction.

2.4. Confirmations

2.4.1. When we deal for you on a non-advised basis we will provide you with a notice in electronic form, within 24 hours from the time of execution, confirming the execution of your order and providing you with details of the transaction (such as the price and any rate of exchange used for a currency conversion). You should check the confirmation carefully and let us know immediately of any errors. Unless you let us know within 24 hours that there is an error in the confirmation we send you it will be deemed to be binding on you (in the absence of manifest error).

2.4.2. MarketMates will issue at a minimum (quarterly basis), a detailed statement of accounts and your holdings for all transaction executed not later than 1 month from the close of the quarter, unless otherwise agreed with or requested by you (through e-mail). All details of trade history are available for download from the trading platform.

2.5. Best execution

2.5.1. When we execute an order on your behalf we will take all reasonable steps to obtain the best possible result for you taking into account a number of relevant factors. In order to achieve the best execution we have in place an order execution policy which is available on our website. Our order execution policy is reviewed periodically and also whenever a material change occurs that affects our ability to continue to provide the best execution. By entering into this Agreement you confirm that you agree to this policy.

2.5.2. When we enter into transactions on your behalf denominated in a foreign currency other than the base currency of your account (as such base currency is provided for in the Account Opening Application Form) we may carry out any necessary currency transactions (together with any hedging transactions on a transaction by transaction basis) on the settlement date for the transaction rather than the trade date at our then prevailing rates of exchange.

2.5.3. Payments into your account may where necessary be converted into the base currency of your account.

2.6. Capacity

2.6.1. For any trades not listed on a securities exchange you will be informed that MarketMates is entering into the specific transaction as a principal. Unless we agree otherwise at the time of dealing, we will be the counterparty to all your transactions and act as a principal and not as an agent on your behalf. Unless we agree otherwise, we will treat you alone as our client for all purposes and you shall be directly and fully responsible for performing the obligations under each transaction we enter with you or on your behalf. We do not have nor do

we seek to have any relationship with any third party on whose behalf it may be claimed you are acting.

2.7. Aggregation

2.7.1. Subject to any FSC rules or regulations, we may aggregate transactions in respect of your account with those of other clients and of our employees and associates (including any holding company or subsidiary company (as defined in the Companies Act 2001) from time to time, of ours and/or any subsidiary company of any such holding company, an "Associated Company") and their employees without asking you first. We will only aggregate your order if we believe it is likely that the aggregation of your order will work overall to your advantage. However, you should note that the effect of aggregation may work to your disadvantage in relation to a particular order.

2.8. Use of our Online Platform

2.8.1. You may submit orders by reference to prices displayed on the Online Platform. Displayed prices are indicative until an order is accepted and executed by our server. The execution price may differ because of market movement, available liquidity, latency, slippage or other execution factors.

2.8.2. The ownership of materials and text contained on our website, accessed from it, or otherwise distributed to you by us, is confidential and protected by copyright. You agree that this material and text is for your own personal use and that you will not disclose it to anyone else. All electronic communications between parties in the course of business may be monitored by us in accordance with relevant law.

2.8.3. We will issue or enable you to create credentials for the Online Platform. Credentials are confidential and must not be shared. For a joint Account or an Account held by a legal entity, access may be given only to an account holder, trustee, partner, director, officer or employee identified in the Account Opening Application Form and expressly approved by us as an Authorized User. We do not accept a power of attorney or authority for another person to make discretionary trading decisions for you. You are responsible for instructions submitted using your credentials where we have acted reasonably in treating them as authentic. You must notify us immediately if credentials, a device, an application programming interface key or an Account may have been compromised.

2.8.4. You agree that by using the Online Platform you have given your prior express consent to receive and transmit instructions for execution outside a regulated market or multilateral trading facility.

2.8.5. Where the Account is held jointly or by a partnership, trust, company or other legal entity, you must provide a current list of the account holders or officers who are permitted to access the Online Platform (each an "Authorized User"). We may verify and approve or reject an Authorized User. You must notify us immediately when an approved person ceases to be authorized. A change does not affect an instruction already received or executed before we process the notice. An Authorized User is not a third-party investment manager or attorney and may act only within the authority recorded for the Account.

2.8.6. You must ensure that each Authorized User securely logs out of the Online Platform after use and protects all devices, applications, passwords, authentication codes and application programming interface keys used to access the Account.

2.8.7. You will advise us immediately if you have any reason to believe that your login and password have not been kept secure and confidential or may otherwise have become known to others.

2.8.8. We may, acting reasonably and where proportionate, suspend, withdraw, throttle or restrict access to all or part of the Online Platform for security, maintenance, quality-of-service, market-risk, legal or regulatory reasons, failure to pay an amount when due, or a suspected or actual breach of this Agreement. Where practicable, we will provide notice before taking action and otherwise as soon as reasonably practicable afterwards.

2.9. Transmission of orders

2.9.1. All orders to trade must ordinarily be given through the Online Platform and do not take effect unless actually received and accepted by our server. We do not accept trade instructions by telephone or in person. During a severe Online Platform outage, we may expressly make a registered-email, Live Chat or other written contingency channel available. A contingency instruction is not accepted or effective unless we confirm acceptance through an auditable written record.

2.10. Orders may be non-binding

2.10.1. Submitting an order does not mean that we have received, accepted or executed it. An instruction becomes effective only when it is received and accepted by our server. We may reject, cancel or partially execute an order where permitted by this Agreement or our Order Execution Policy. You may request

cancellation or amendment of a pending order through functionality we make available, but a request is not effective unless confirmed by our server.

2.10.2. We will take reasonable steps to notify you when an order is rejected or cannot be executed. We may refuse an instruction for margin, liquidity, market, price-validity, security, legal, regulatory, operational or risk-management reasons. Nothing in this clause excludes liability that cannot lawfully be excluded.

2.11. Margin Deposit

2.11.1. Before executing any order, we may in our absolute discretion require a deposit of such amount as we may specify in respect of any actual, anticipated or contingent liability you may have to us in respect of anticipated or existing open positions which you have or will have with us (the "Margin Deposit").

2.11.2. We reserve the right to change the margin requirements at any time and any change may become effective immediately. We may inform you of this by email, via the electronic trading platform, telephone call, fax, post, text message, or by posting notice of the change on our website. It is your responsibility to know at all times the current margin requirement applicable to your account and your open positions.

2.12. Limitations Of Online Platform

An underlying market or CFD price may become zero or negative. Where this occurs or is reasonably possible, we may change the trading status of an instrument, adjust margin, place it on close-only, suspend pricing, close positions or settle affected transactions at a price determined reasonably by reference to available market and liquidity information. The resulting execution or settlement price may be negative.

2.13. Liquidity

We may, where and to the extent permitted under applicable laws and regulations, take one or more of the following steps in order to protect you:

- cease or suspend trading and/or refuse to enter into any trades or accept any orders;
- make changes to our normal trading times for all or any markets;
- make changes to our pricing and our spreads;
- change the stop out level applicable to your account;
- close any open positions, cancel and/or fill any orders, and/ or make changes to the pricing and/or limit the quantity of any trade, open positions and orders;
- take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.

We will take reasonable steps to notify you of any action we may take before we take any action to the extent practicable. If it is not practicable to give you prior notice, we will notify you at the time or promptly after taking any such action.

We will not be liable to you for any loss or damage arising under clauses 2.12. and 2.13. of this Agreement, provided we act reasonably.

2.14. Cleared funds

2.14.1. You must at all times have sufficient cleared funds with us before we will execute any order. We will indicate the Margin Deposit required for each order. Funds are credited only after they have cleared through a payment channel approved and displayed by us. We do not accept cash or cheques.

2.14.2. We will only accept funds from you where:

- they are from an account held in your name, either jointly or individually, the payment has originated from you and we reserve the right to verify the bank account if the payment is made by bank transfer.
- they are not third-party funds. Payments from an introducing broker, affiliate, relative, company, bank account, card, e-wallet, crypto wallet or other person will not be accepted unless the payment source is held in your name, individually or jointly. We may require evidence of ownership and source of funds before crediting the Account.

2.14.3. Withdrawals will ordinarily be returned to the originating payment source. If that is not possible, payment may be made only to a verified bank account, card, e-wallet or other approved payment method held in your name. We do not make withdrawals to another person. A withdrawal may be reviewed by Operations, Finance or Compliance and may be delayed while ownership, source-of-funds, source-of-wealth, fraud, sanctions or other required checks are completed. Unless we have expressly confirmed that negative-balance protection applies to your Account and to the relevant circumstances, a negative cash balance is a debt due and payable to us immediately. Any negative-balance protection or account-loss limitation is a protective backstop, not a trading strategy or guaranteed stop-loss. It may be withheld where permitted by law if the

negative balance resulted from fraud, prohibited conduct, an abuse of the protection or a breach of this Agreement.

2.15. Profits, Losses and Interest Charges on Open Positions

2.15.1. For each open position, we will credit or debit unrealised and realised profits, losses, financing, commissions and other applicable adjustments from opening until the position is closed, expires, is rolled or is liquidated, in the following manner:

- for buying of one currency against the sale of another currency and the currency bought has a higher interest rate than the currency sold, interest arising therefrom shall be credited to your account;
- in the case of a negative interest rate, interest arising therefrom shall be debited to your account;
- in the case of CFDs, we will charge an interest rate in respect of each [long (or bought)] open position and:
- for a long or bought position, the profit or loss is generally determined by the difference between the opening price and the closing, expiry or liquidation price, together with applicable adjustments; and
- for a short or sold position, the profit or loss is generally determined by the difference between the opening price and the closing, expiry or liquidation price, together with applicable adjustments.

2.15.2. In all cases, interest shall be at the rate we determine from time to time and published on our website.

2.15.3. Corporate Actions

Should any underlying instrument become subject to a Corporate Action, we reserve the right to make the appropriate adjustments, if any to be made, to the size and/or value and/or number of related position(s) (and/or to the level of any order) to any of your accounts, which may include, but are not limited to:

- opening of a new position or closing any existing positions on your account
- changing Margin Factors, Margin Multipliers and/or the minimum level of stop loss orders both in relation to open positions and new trades;
- making a reasonable and fair retrospective adjustment to the opening price of any open position, to reflect the impact of the relevant action or event;
- cancelling any orders;
- suspending or modifying the application of any part of the Agreement;
- crediting or debiting sums to your account as appropriate; and/or
- taking all such other action, as we reasonably consider appropriate to reflect the effect of the relevant action or event.

2.15.4. Where applicable, a dividend adjustment will be calculated for your account in respect of any open positions held on the ex-dividend day for the relevant underlying instrument. For long positions, the dividend adjustment will generally be a cash adjustment reflecting the amount of the net dividend receivable. For short positions, the dividend adjustment will generally be a cash adjustment reflecting the net dividend payable.

2.15.5. We shall use best endeavours to take any such actions as soon as we are reasonably able to do so and this will normally be as soon as is reasonably practicable after the relevant event has occurred. Any action taken by us will be effective from the date determined by us and may, for the avoidance of doubt, be retrospective. If we do so, we shall give you notice at the time we take the action or as soon as reasonably practicable thereafter.

2.16. Amounts Owed and Interest

2.16.1. We do not finance any margin requirement, settlement amount, fee or loss and do not provide credit. Any amount that becomes due to us under this Agreement, including an Account deficit, fee or loss, must be repaid on demand in the Account base currency or its equivalent. Interest at 3% per annum above the prime lending rate in Mauritius, calculated daily until payment, may be charged on:

- Any part of the Margin Deposit or additional Margin Deposit not paid or deposited in the form of cash; and
- Any amount due to us which remains outstanding.

2.16.2. Nothing in this clause requires us to allow an Account deficit or delays any right or remedy available to us under this Agreement or applicable law.

2.17. Forced Liquidation

2.17.1. You are required to maintain a sufficient level of Margin Deposit. We reserve our right to close out all open positions:

- if at any time the Margin Deposit held by us is approaching or is no longer sufficient to cover the negative mark to market value of any or all open positions that you have with us;

2.17.2. We shall have the right, in our absolute discretion, to determine the mark to market value of a position or instrument from time to time. In addition to other remedies available to us, if you fail to pay an amount when due under this Agreement, we have the right to close (by either buying or selling) any or all of

your open positions.

2.17.3. We are not obliged to make a margin call or contact you before liquidation. Stop-out may occur automatically when the Account reaches the applicable margin level and may occur before you can deposit funds or close positions manually. Any margin notice we choose to send does not create an obligation to send further notices or delay liquidation.

2.18. Quoting error

2.18.1. We will take reasonable steps to provide current quotes for CFDs available through the Online Platform. Quotes may be delayed, indicative, unavailable or incorrect because of market conditions, third-party feeds or technical issues. An order is executed only at a price accepted by our server in accordance with our Order Execution Policy.

2.18.2. If a quote or execution contains a manifest error, including an obvious feed, system, typographical or pricing error (a "Quoting Error"), we may acting reasonably cancel, correct or adjust the affected order or transaction to the fair market value that would have applied without the error. We will consider available independent prices, liquidity and market conditions, maintain records of the decision and notify you. Nothing in this clause excludes liability that cannot lawfully be excluded.

2.19. No Credit

2.19.1. We do not grant credit limits to clients. The Online Platform is intended to reject an order where cleared funds or available margin are insufficient. A system acceptance, delayed rejection, negative balance or failure to liquidate at a particular price does not create a credit facility or limit your liability under this Agreement.

2.20. Authorization Limits

2.20.1. You may notify us of an authorization limit applicable to some or all trades either in general or for particular Authorized Users. You may withdraw any such authorization limit at any time by giving us notice in writing. We may, in our absolute discretion, impose an authorization limit on you and/ or any Authorized Users or vary any such limit at any time by giving you notice in writing in accordance with clause 2.29.

2.21. Material interests and conflicts

2.21.1. As part of an international organization which provides a number of services to a range of clients, there may be times when there is a conflict between our interests, or the interest of an Associated Company and the duty we owe to you or any other client, or a conflict between the differing interests of two or more clients to whom in each case we owe a duty. Under Mauritius legislation, we are required to have in place arrangements with a view to taking all reasonable steps to manage such conflicts of interest constituting or giving rise to a material risk of damage to the interests of our clients. We have established a comprehensive conflict of interest policy to identify and manage such actual or potential conflicts of interest. Where we do not consider that the arrangements under our conflicts of interest policy are sufficient to manage a particular conflict, we will inform you of the nature and/or source of the conflict. Our full conflicts of interest policy is available on request.

2.22. Client money

2.22.1. All amounts held for you as client money will be placed in one or more designated segregated client-money accounts and recorded separately from our own money. Client money will not be used to meet our operating, hedging or liquidity-provider obligations. A client-money account may be held with an approved bank or other institution outside Mauritius where permitted by law. The applicable legal and insolvency regime may differ from that of Mauritius, and we will apply the due diligence, record keeping and reconciliation required by applicable law.

2.22.2. If there has been no movement on your Account for at least 10 years and we cannot trace you after taking reasonable steps, we may transfer or otherwise deal with unclaimed money only as permitted by applicable law. We will maintain records of the amount and your entitlement and will not treat unclaimed client money as our property merely because the Account is inactive.

2.23. Confidentiality

2.23.1. We will use reasonable endeavours to ensure that all confidential information relating to you and your account is kept confidential. However, you authorize us to disclose information (confidential or not):

- to our employees (or employees of our agents, nominees, custodians or other persons appointed by us in connection with your account) on a need- to-know basis;
- to the FSC and any other regulatory authority, to the extent that they are entitled to the information sought;
- as required or permitted by applicable law, a court, a regulator, an industry rule or a binding code of practice;

- in the circumstances described in clause 2.24 below.

2.24. Data Protection

2.24.1. When you provide your personal data on the Account Opening Application Form or otherwise you confirm that it is current, accurate and complete.

We will use your personal data in accordance with the Data Protection Act 2017 as amended from time to time.

2.24.2. You agree that we may compare your personal information with other information that you provide or that is held by us to verify your identity, address, payment-method ownership, financial resources, source of funds, source of wealth, fraud risk and other information relevant to onboarding or ongoing monitoring. For these purposes, information may be disclosed to verification and screening providers subject to applicable law and confidentiality requirements.

2.24.3. All personal information about you, including sensitive personal information, that we acquire may be stored (by electronic and other means) and used by us in the following ways:

- to enable us to provide Services to you;
- to respond to requests for information from you;
- to follow up with you after you request information to see if we can provide any further assistance;
- for statistical purposes and for market and product analysis;
- to develop and improve the products and Services we provide and/ or may provide to you (and/or to your organization);
- for our own administrative purposes (including, but not limited to, maintaining our records) and compliance purposes;
- for the prevention of fraud or other crime and its detection;
- to prevent or detect abuses of our Services or any of our rights and to enforce or apply our terms and conditions and/ or other agreements or to protect our (or others') property or rights;
- where we have a lawful basis and provide any required choice or consent, to contact you about products or Services that may be of interest to you;
- where you have given any consent required by law, to permit an Associated Company to contact you about products or services that may be of interest to you;
- we may from time to time carry out or instruct others to carry out certain money laundering checks imposed on us by law required for the prevention and detection of crime, money laundering and, in particular, international terrorist financing. We may use staff employed by Associated Companies, whether in this country or overseas or, if appropriate, we will engage specialist contractors to carry out such work whether here or abroad. In any event, any staff involved in such checks will be specially trained and will not share information about you with any third party unless
- permitted by law to do so. Such staff shall at all times only act in accordance with our instructions and any such checks will be carried out in a secure environment. You hereby agree to the sharing of your personal information in this way for these purposes. Please note that we may use electronic verification services for identification purposes.

2.24.4. We will not provide your personal information to another organization for its own marketing without any consent required by law. Where processing is based on your consent, you may withdraw that consent at any time without affecting processing already carried out lawfully. We may disclose personal information outside our organization:

- to other organizations we may engage to perform, or assist in the performance of, our Services or to advise us, provided that they will only be given access to your personal information to perform such assistance, services or advice and not for other purposes.
- We shall endeavour to ensure that any such organization undertakes to adopt appropriate security measures in respect of your and others' personal data; in circumstances in which we may be required or authorized by law, court order, regulatory or governmental authorities to disclose your personal information.

2.24.5. You explicitly agree to the possibility we have to sometimes transfer your personal information to countries that do not provide the same level of data protection as Mauritius. If we intend to do this, then where practical and appropriate, before doing so we will put contractual arrangements in place to ensure the adequate protection of your information and we shall endeavour to ensure that any such contractual arrangements comply with the standards required by the Mauritius Data Protection Office.

2.24.6. We have security procedures covering the storage and disclosure of your personal information to prevent unauthorized access and to comply with our legal obligations.

2.24.7. You are entitled to ask us for details of the personal information that we hold about you, the purposes

for which it is being or will be processed and the recipients or classes of recipients to whom it is being or will be disclosed. If you would like to request copies of this information, please contact us. We may charge a fee for providing this information to you (details of which are available upon request). If you make a written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate.

2.25. Cookies

2.25.1. Cookies are small pieces of information sent by a web browser so it can later be read back from that browser. Cookies may be used on some pages of our Online Platform and website to provide users with a more customized browsing experience. Cookies are not used to determine the personal identity of anyone merely visiting our website.

2.25.2. You can choose whether and how a cookie will be accepted by changing your preferences and options in your browser. However you may not be able to access some parts of the website and Online Platform if you choose to disable the cookie acceptance. We therefore recommend you enable cookie acceptance to benefit from all the services on our website and the Online Platform.

2.26. Intellectual Property

2.26.1. You agree that we are the sole owner (except to the extent owned by any third party licensors and except to the extent licensed by any of our Associated Companies) of all right, title and interest in the Online Platform and any information or data generated by the Online Platform.

2.26.2. At no time shall you enter into commitments for us or in our name or use our intellectual property for any purpose whatsoever. You will not use our name or intellectual property without our prior written approval nor will you represent yourself as being affiliated with, or authorized to act for us.

2.27. Complaints and Disputes

If you have a complaint about our Services, you should submit it in writing by email to hello@marketmates.com, through Live Chat where available, or by post, with your Account details, the relevant dates, supporting information and the outcome sought. Client Services will try to resolve the complaint promptly and will refer unresolved complaints to the Compliance Officer. We aim to provide a reasoned written response within five days. If a complex complaint cannot be resolved within 30 Business Days, we will explain the delay and provide an update. Our Complaints Handling Policy is available on our website or on request. If you remain dissatisfied after our final response, you may use an appropriate alternative dispute-resolution process or submit a complaint through the Financial Services Commission Mauritius online complaints portal or another body with jurisdiction. Current escalation information is available at www.fscmauritius.org.

2.28. Compensation

2.28.1. There is currently no statutory compensation scheme in place if we are unable to meet our liabilities in respect of investment business.

2.29. Communicating With Each Other

2.29.1. Communication to us by post

Unless we advise you to the contrary, our address for written communication is MarketMates Limited, C/o UC Solutions Ltd, 4th Floor, Les Jamalacs Building, Vieux Conseil Street, Port Louis, Mauritius.

2.29.2. We may discuss your Account with you in a face-to-face meeting or by telephone after completing appropriate identity checks, but we do not accept instructions to open, modify or close a trade by telephone or in person.

2.29.3. Email communications

You agree that we may communicate with you by email and may act on non-trading notices received from your registered email address after completing any verification we require. Email may be intercepted, delayed or fail to reach its recipient. We will not accept an instruction to open, modify or close a trade by email unless a severe Online Platform outage exists, we have expressly activated email as a written contingency channel, and we provide written confirmation that the specific instruction has been accepted.

2.29.4. Communication through a representative. You may nominate a representative to receive or provide non-trading administrative information where we accept and verify that authority. We do not accept discretionary trade instructions from a representative, investment manager or attorney. This does not prevent an approved Authorized User for a joint or legal-entity Account from acting within the recorded authority, or CopyMate and client-controlled trading software from processing electronic instructions under this Agreement.

2.29.5. Communications by us to you

We will write to, telephone or email you and/or, as appropriate, a third party authorized by you, at the

address(es) and the other contact details as set out in the Account Opening Application Form or any other address(es) and other contact details you notify to us in writing. To help us manage and administer your account properly our representatives or employees may occasionally call you on the telephone or visit you without clearing this with you first.

2.29.6. Apparent instructions

Where we act reasonably and complete the verification appropriate to the channel, we may rely on an instruction or notice that appears to have been sent by you or an approved Authorized User through a channel permitted by this Agreement. This does not permit telephone dealing, a power of attorney or third-party discretionary trading.

2.29.7. Receipt of instructions and notices

If an instruction or notice from you is received by us outside business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in Mauritius), the instruction or notice is deemed to have been received by us on the next Business Day following receipt. Any notice posted on our website will be deemed to have been given 3 days after the notice was posted.

2.30. Your undertakings

2.30.1. Authority

You undertake that you have full power and authority to enter into, and to instruct us, on the terms of this Agreement.

2.30.2. Information

You undertake:

- that all the information you have supplied to us in the Account Opening Application Form, during meetings with us or otherwise is complete and accurate;
- to notify us promptly of any change to the information supplied by you in the Account Opening Application Form or otherwise;
- to supply us with all information, documentation or copy documentation that we require in order to allow us to carry out our account opening procedures and carry out ongoing monitoring of you;
- to provide us with any additional information which may be reasonably required by us in order that we can fulfil our legal, regulatory and contractual obligations in connection with or relating to this Agreement.

2.30.3. You may apply only from a country that we accept. You must complete the email, telephone, device, identity, liveness, residential-address, beneficial-ownership, source-of-funds and other verification that we require, and information about your financial resources and experience with leveraged products. We may require current or additional documents according to your risk classification, enhanced due diligence for a high-risk relationship, and source-of-wealth information where appropriate. We may use verification providers to screen sanctions, politically exposed persons, watchlists and adverse media and to perform ongoing rescreening, fraud monitoring, device and network monitoring, country or IP-address checks, periodic reviews and reverification. A politically exposed person, unusual case, escalated case or alert may require Compliance review and CEO or Board approval. Passing an automated verification check does not oblige us to open or keep an Account. Until all required checks and approvals are complete and accepted, we may decline or refuse to activate the Account or restrict deposits, trading, transfers and withdrawals to the extent permitted by law.

- We may apply transaction, funding and Account limits based on the verification completed and the assessed legal, fraud and financial-crime risk;
- we may limit the number or type of Accounts available to you;
- withdrawals may be delayed or restricted until required verification and payment-method ownership checks are completed.
- If requested information is not provided within the period we specify, we may:
- reject deposits, restrict or suspend trading and transfers, and delay or reject withdrawals where permitted by law;
- limit or close access to the client portal and Online Platform, close positions where necessary, or terminate the Account.

2.30.3. Your investments

You undertake that:

- (unless otherwise agreed with us) the investments and cash within your account are within your beneficial ownership and are and will remain, for the term of this Agreement, free from all liens, charges and any other encumbrances; while this Agreement continues you will not, except through us, deal, or authorize anyone else to deal in the investments in your account, unless specifically stated in this Agreement
- while this Agreement continues you will not, either directly or indirectly, cause us to incur any liability to any third party which is not anticipated by the express terms of this Agreement.

2.30.4. Documents you undertake to sign and/ or produce, by the time we ask you to, any documents we

need to enable us to carry out our duties under this Agreement.

2.30.5. Indemnity
You indemnify us on our written demand against all proceedings, actions, costs and expenses, claims, demands and/or other liabilities incurred by us, our agents, or any nominee or custodian, as a consequence of:

- the acceptance of instructions from you or an approved Authorized User through the Online Platform or another written electronic channel permitted by this Agreement;
- any breach by you or any Authorized User of any of the terms of this Agreement.

2.30.6. This indemnity shall not apply to the extent of any liability caused by a breach of this Agreement by us or the gross negligence, fraud or wilful default of us, our agents, a nominee or custodian.

2.30.7. Except for CopyMate to the extent described in section 5, MarketMates does not endorse or control any signal provider, expert adviser, copy-trading service, social-trading platform or other third-party electronic trading software that you choose to use. Use of software does not authorize a third-party person to exercise discretionary authority over your Account.

2.30.8. We are not responsible for the investment decisions, availability, software, security or performance of an external service that we do not provide or control. Instructions submitted by an external service using access authorised by you may be treated as your instructions. This does not exclude liability caused by our breach of this Agreement, gross negligence, fraud or wilful default.

2.30.9. You are responsible for monitoring and withdrawing access granted to external software or a service. You indemnify us against direct losses, liabilities and reasonable costs caused by unauthorized or unlawful use of that access or your breach of this Agreement, except to the extent caused by our breach, gross negligence, fraud or wilful default.

2.31. The extent of our responsibility for our actions and the actions of others

2.31.1. Our responsibility
We will provide the Services with reasonable skill, care and diligence and in accordance with the authority you give us. Subject to any liability that cannot lawfully be excluded, we are not liable for indirect or consequential loss, loss of opportunity or loss caused solely by market movement, your instructions, your equipment or connectivity, or a third-party service outside our reasonable control. We remain responsible for direct loss caused by our breach of this Agreement, gross negligence, fraud or wilful default.

2.31.2. In case of gross negligence, fraud or wilful default effectively proved, we may accept responsibility for our own nominee(s) and for the acts or omissions in respect of this Agreement of any nominee company controlled by us or controlled by one of our Associated Companies.

2.31.3. Custodians / agents (other than our own nominee(s)) We will exercise reasonable care in our choice of nominees, custodians or agents and we will monitor their continuing suitability. As long as we do this (and as long as the losses do not arise directly from our gross negligence, fraud or wilful default) we cannot and do not accept responsibility for loss arising from the default of a nominee (other than our own nominee), a custodian or agent whether the loss arises from the loss of funds, investments, title documents or otherwise.

2.31.4. Events outside our reasonable control
We are not responsible for delay or failure caused by events outside our reasonable control, including market closure or disruption, extreme volatility, loss of liquidity, exchange or liquidity-provider action, telecommunications or power failure, cyberattack, third-party platform or data-feed failure, governmental action, sanctions, war, civil disorder, natural disaster or public-health emergency. We will take reasonable steps to reduce the effect of the event, maintain appropriate business-continuity arrangements and restore the affected Services. Nothing in this clause excludes liability that cannot lawfully be excluded.

2.31.5. Market Disturbances
We may give a notice (a “Disturbance Notice”) if we reasonably consider that market or trading conditions for an instrument are seriously disrupted. This includes where reliable pricing or liquidity is unavailable in the ordinary course, or national or international financial, political or economic circumstances, sanctions or exchange controls make normal execution impracticable.

When a Disturbance Notice is given, we may suspend affected obligations, place an instrument on close-only, close or value affected positions by reference to available market information, or agree alternative arrangements with you. We will act reasonably and notify you as soon as practicable.

2.31.6. Liquidity During Market Disruption Events Or Events Outside Our Control
In order to protect you and act in your best interests in the event of exceptional market conditions that are

outside our control and include, but are not limited to, extreme volatility, significant reduction or a temporary or permanent cessation in liquidity in an underlying market or where pricing may be unstable, we, at our discretion, and with immediate effect can suspend pricing an instrument, place a market on close only or take any other action we consider reasonable.

2.31.7. Preservation of rights under the Financial Services Act 2007 and the regulatory system
Nothing in this Agreement is intended to have, or has, the effect of excluding or restricting our duties or liabilities to you under the Financial Services Act 2007, the Securities Act 2005 or the regulatory system.

2.31.8. Agency status
In any circumstances in which we act as your agent, you will be bound by our actions. These circumstances may include but not be limited to our dealing with a third party on your behalf or arranging for a third party to receive or hold your money. Nevertheless, none of the Services shall give rise to any fiduciary or equitable duties which would prevent or hinder us or any Associated Company in transactions with or for you, including programme trades, acting as both market maker and broker, or acting as agent in dealing with other associates or clients and obtaining a profit from any such activity.

2.31.9. Churning

We do not exercise independent discretion to select transactions for your Account. Under CopyMate, transactions are generated by the Strategy Provider you select and processed under your standing electronic instruction as described in section 5; this is not a power of attorney granted to the Strategy Provider.

We will perform our obligations with reasonable skill, care and diligence and manage applicable conflicts in accordance with law and our Conflicts of Interest Policy.

2.32. Delegation and use of Associated Companies / agents

2.32.1. We may appoint or outsource functions to platform providers, liquidity providers, payment providers, verification providers, custodians, agents and Associated Companies. We will exercise appropriate skill and care in selection, maintain oversight required by applicable law and remain responsible for obligations that cannot lawfully be delegated.

2.33. Charges

2.33.1. Fees
We may charge commission when a trade is executed, based on the value of the trade, Account type and instrument. Financing or swap charges may apply when a position remains open across the applicable daily rollover time shown in the Online Platform or instrument specification. Rollover times and charges may change, including because of daylight-saving time, market convention or liquidity-provider requirements.

From time to time other fees may be charged for additional services provided (upon your agreement and acceptance of such services and fees). All commissions, financing rates and other fees are clearly outlined on the website www.marketmates.com/pricing.

Our website and other notifications to you will set out:

- the basis of calculation of our charges;
- how frequently they are to be paid;
- (where relevant) whether any other payment is to be received by us (or to our knowledge by an Associated Company) in connection with transactions we carry out with or for you in addition to, or in lieu of, our charges.

2.33.2. Expenses
You agree to reimburse us for all the costs and expenses we incur in the carrying out of our Services. The costs will include, but not be limited to:

- any costs and expenses referred to in the Account Opening Application Form and/or otherwise notified to you;
- transaction costs;
- commissions, transfer fees, registration fees, taxes and similar liabilities and costs.

We shall retain a lien and security interest over any assets within your account to the extent that any charges, costs, losses or claims for which you are liable to us remain unpaid. We will notify you of any disposal of any assets of yours we may be holding pursuant to rights under a lien or security interest. Such disposal will occur if you fail to make payments to us when due. The lien or security interest will apply in respect of each asset or type of asset or class of asset comprised within your account from time to time to the extent of your indebtedness to us.

In the event of default or late payment of any sum due to us we reserve the right to charge interest at a rate not exceeding the effective cost to us of borrowing in the relevant money Markets an amount equal to the sums due or such other rate as we may have notified to you.

2.33.3. Changes in charges
Our charges may be changed from time to time. We will let you have 30 calendar days written notice of any changes to our charges before we implement them.

2.33.4. Payment of charges and expenses
You authorize us to deduct the charges and expenses due in relation to the provision of our Services under this Agreement and all related charges and expenses from your account at the times and frequency which have been notified to you. If there are insufficient cash balances on the account you authorize us to liquidate positions or sell any assets we may be holding to the extent necessary to cover the accrued charges and expenses. If we cannot collect charges and expenses in this way we will invoice you and the invoice will be payable on receipt.

2.33.5. Inactivity Fee
If there has been no activity for more than six months across all Accounts in your name, we may charge a monthly inactivity fee of USD 5 or equivalent. Inactivity means no deposits, withdrawals, open positions or other trading activity. An Account with an open position will not be treated as inactive. The fee will not make the Account negative: we may charge only the available balance and then close a zero-balance Account. Any change to this fee is subject to the notice period under “Changes in charges”.

2.33.6. Dormant Accounts
An account will be deemed dormant if there has been no activity on it for more than twelve months. In this event the account will be locked. In order to be able to access any such accounts, you need to submit a reactivation request by contacting us at hello@marketmates.com.

2.33.7. Trade and Transaction History
We will hold all the trade and transaction history on your account to be readily viewable for a period of three (3) months. After this time, any trade and transaction history will be archived and made available upon request during 7 years.

2.33.8. Currency Conversion
If you place a trade on your account in a currency other than the account base currency, it will be automatically converted to that account base currency at the prevailing market rate available at that moment and a standard currency conversion fee of 0.6% will be charged. Your account will, by default, be set to immediate conversion of non-base currency balances standing on your account to your base currency. This means that following a trade in a non-base currency being closed, rolled over or expiring, the profits or losses from that trade will be automatically converted to your base currency and posted to your account in that base currency. All conversions made in accordance with this term will be made at the prevailing market rate at the time of the conversion. It is your responsibility to make yourself aware of the currency that is designated as your base currency and the currencies in which various trades are denominated. Details of your account base currency can be checked on the client portal or on your trading account.

2.34. Ending the Agreement

2.34.1. Notice of ending

2.34.1.1. You may end this Agreement by giving us written notice at any time using the Withdrawal Request Form contained in your client portal - this Agreement will end when we receive your notice (or on a later date specified by you in such notice).

2.34.1.2. We may end this Agreement by giving you written notice at any time - this Agreement will end when you receive our notice (or on a later date specified by us in such notice).

2.34.1.3. We may also end this Agreement with immediate effect by written notice if either you breach any of the terms of the Agreement or we need to do so for regulatory or operational reasons.

2.34.2. Transactions in progress
When this Agreement ends, transactions already initiated to which we or our agents are committed will be completed.

2.34.3. Consequences of ending
When this Agreement ends we shall liquidate or close out all open positions and may charge you for:
- periodic charges which have accrued through to the date of termination which shall become immediately

due and payable;
- any additional expenses we or our agents necessarily incur on termination of this Agreement;
- any losses necessarily realized by us in settling or concluding outstanding obligations.
- Where we reasonably determine, following an investigation, that transactions resulted directly from prohibited conduct described in section 5, we may withhold a withdrawal during the investigation and, where permitted by law, cancel or adjust the affected transactions or profits. We will act proportionately, provide a written final decision and preserve your right to use our complaints process.

Within two days of termination of this Agreement, you will return or destroy all passwords and log-in information received from us in accordance with our written instructions.

Termination does not affect rights, liabilities, transactions, investigations or obligations accrued before termination. We will complete, close, cancel or settle outstanding transactions and return remaining client money subject to valid liabilities, verification requirements and applicable law.

Terms concerning accrued liabilities, client money, confidentiality, data protection, records, investigations, indemnities, limitation of liability, dispute resolution and governing law survive termination to the extent required to give them effect.

2.34.4. Investments
When this Agreement ends we will account to you promptly for any assets we may be holding for you. However, we shall retain a lien and security interest over any assets within your account to the extent that any charges, costs, losses or claims for which you are liable to us remain unpaid.

2.35. General
2.35.1. Amendments
You must notify us in writing of any proposed amendments to this Agreement which will take effect only when accepted by us in writing.
We may amend this Agreement at any time. Amendments proposed by us will take effect on the date notified to you by us, which shall be a date not less than 10 Business Days after the date of issue of our notice unless circumstances (such as legal or regulatory requirements) dictate a shorter period.

Electronic signature and acceptance
You consent and agree that your use of a keypad, mouse, or other device to select an item, button, icon, or similar act/action while accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures, or conditions constitutes your electronic signature, acceptance, and agreement and that such electronic signature will meet the requirements of an original signature as if actually accepted or signed by you in writing. Further, you agree that no certification authority or other third-party verification is necessary to the enforceability of your signature/acceptance or any resulting contract between you and MarketMates. At the request of MarketMates, any electronically signed document must be promptly re-executed in its original form by the person who executed the electronically signed document. No party to this Agreement may raise the use of an electronic signature as a defence to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

2.35.2. Time of essence
Time shall be of the essence in respect of all your obligations under this Agreement (including any transaction).

Assignment / transfer
This Agreement is personal to you and you may not assign or transfer any of your rights or responsibilities under it without our prior written consent. We may assign or transfer our rights and responsibilities under this Agreement to an Associated Company upon giving you written notice by registered letter with acknowledgement of receipt or usher. We may assign or transfer our rights and responsibilities under this Agreement to a third party but will give you 30 calendar days prior written notice if we intend to do so.

2.35.3. Rights and remedies
The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
Neither the failure nor delay on our part in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude us from any other or further waiver of any right or remedy.

2.35.4. Severance
If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

2.35.5. No third party rights Pursuant to article 1165, and notwithstanding article 1121, of the Civil Code, a person who is not a party to this Agreement shall have no right to enforce any of its terms.

2.35.6. Language
This Agreement is supplied in English and all communications from us to you for the duration of this Agreement shall be in English.

2.35.7. Telephone calls Telephone calls between us may be recorded to maintain the quality of our service to you. All recordings shall be and remain solely our property and will be accepted by you as conclusive evidence of instructions or conversations so recorded. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

2.35.8. Cooperation in proceedings
If any action or proceeding is brought by or against us in relation to this Agreement or arising out of any act or omission by us required or permitted under this Agreement, you agree to cooperate with us to the fullest extent possible in the defence or prosecution of such action or proceeding.

2.35.9. Governing law
This Agreement is governed by and shall be construed in accordance with the laws of the Republic of Mauritius and shall be subject to the non-exclusive jurisdiction of the courts of Mauritius.

3. Provisions Relevant to Particular Types of Client

3.1. Individuals applying jointly

If you are individuals applying jointly, the following additional terms apply:

3.1.1. Acceptance of Instructions
We will accept instructions from any one account holder unless you notify us otherwise.

3.1.2. Death during the term of the Agreement
On the death of any one of you this Agreement will not terminate and we will treat the survivor(s) as the only person(s) entitled to or interested in the account. Should all of you die during the term of this Agreement we shall continue to hold the account according to the investment mandate specified until we are instructed otherwise by the properly appointed executor(s) of the last of you to die.

3.1.3. Joint and Several Liability
Each of you accepts joint and several liability for the obligations accepted by you under this Agreement.

3.2. Partnerships

If you are a non-incorporated partnership, the following additional terms apply:

3.2.1. Changes in the composition of non-incorporated partnerships This Agreement shall continue in full force and effect notwithstanding any change in the composition of a nonincorporated partnership whether by the death, retirement or addition of partners to the partnership or otherwise.

3.2.2. Joint and Several Liability
If you are a partner in a non-incorporated partnership each of you accepts joint and several liability for the obligations accepted by you under this Agreement.

3.3. Trusts

If you are a trust the following additional terms apply:

3.3.1. Changes in trustees during the term of the Agreement
At our option, this Agreement shall continue in full force and effect notwithstanding any change in the composition of the trustees whether by death, retirement or addition of trustees or otherwise.

3.3.2. Joint and several liability
Each trustee accepts joint and several liability for the obligations accepted by you under this Agreement. Save in respect of liability arising directly or indirectly from gross negligence, fraud or wilful default, the liabilities of the trustees under the terms of this Agreement shall be limited to the assets of the trust from time to time.

3.4. Unincorporated associations

If you are members of an unincorporated association, the following additional terms apply:

3.4.1. Changes in membership during the term of this Agreement At our option this Agreement shall continue in full force and effect notwithstanding any change in the composition of the membership whether by death, retirement or addition of members or otherwise.

3.4.2. Joint and several liability
Each of you accepts joint and several liability for the obligations accepted by you under this Agreement.

4. Risk Warnings

You should consider the following risks before trading through our Services.

Trading CFDs on margin involves the potential for profit and a high risk of loss. You may lose your entire Account balance rapidly. Unless negative-balance protection expressly applies to your Account and the relevant circumstances, losses may exceed the amount you deposited.

You may be required to deposit substantial additional margin, at short notice, to hold your positions. If you fail to provide funds to hold your positions they may be closed without further reference to you.

We do not guarantee a maximum loss unless a specific protection is expressly stated to apply. CFD prices are influenced by many unpredictable global factors. Government, central-bank, regulatory and market intervention may cause prices, spreads and liquidity to change rapidly and may result in slippage, gaps or execution at a materially different price from the one displayed or requested.

Violent movements in the price of CFDs may result in action by the market as a result of which you may be unable to settle adverse trades.

Certain investment strategies or hedging techniques, including those involving ‘spread’ positions or ‘straddles’, may be as risky as taking simple ‘long’ or ‘short’ positions.

Although financial instruments can be used for the management of investment risk, some of these products are unsuitable for many investors. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the issues set out in this risk warning. However, this risk warning cannot disclose all of the risks and other significant aspects of such instruments. You should not deal in CFDs unless you understand their nature and the full extent of your exposure to risk and losses.

You should therefore carefully consider whether such trading is suitable in light of your own financial position and investment objectives.

If there is anything you do not understand it is recommended that you seek appropriate advice from a suitably qualified person (such as a lawyer, accountant or financial adviser).

5. Supplementary Platform, Copy Trading and Trading Conduct Terms

5.1 Scope and platform operation

5.1.1. The Online Platform includes MT5, Match-Trader/MatchTrade, CopyMate, our client portal and any approved web, mobile, desktop or application programming interface that we make available. A platform may be supplied, hosted or supported by a third party and its functions, instrument names, order types, margin display, server time and availability may differ from another platform.

5.1.2. Our server records, platform logs, order identifiers, timestamps, confirmations and Account statements are evidence of instructions received and transactions processed, subject to manifest error. An action taken on your device is not an instruction received by us unless it reaches and is accepted by our server.

5.1.3. We do not guarantee continuous or error-free access to any Online Platform. Maintenance, updates, capacity limits, market conditions, connectivity problems, third-party failures or events outside our reasonable control may delay, reject or prevent an instruction. We will maintain reasonable operational and business-continuity arrangements, but you remain responsible for monitoring your Account and maintaining prudent margin and risk controls.

5.1.4. MarketMates trading challenges, simulated evaluations and funded-trader or proprietary-trading programmes are separate products governed by their own terms. They are not brokerage Services, client-money Accounts or transactions under this Agreement unless the applicable programme terms expressly state otherwise. A live CFD Account opened in your own name with MarketMates Limited remains subject to

this Agreement.

5.2 Execution, latency, slippage and risk controls

5.2.1. Market and stop orders are not guaranteed to execute at the displayed, requested or trigger price. Prices may move before execution and liquidity may be insufficient. Orders may be filled at a better or worse price, partially filled, rejected or cancelled in accordance with the Order Execution Policy.

5.2.2. A stop-loss is an instruction to seek execution once its trigger is reached; it is not a guarantee of the maximum loss. Gaps, volatility, news events, market openings, limited liquidity and technical or communication delays may produce material slippage.

5.2.3. Execution time shown in a terminal may include transmission from the device, server processing, execution and return of the result. A high individual latency measurement does not by itself establish a disconnection or outage. Platform and server logs will be considered together when investigating an execution complaint.

5.2.4. You are responsible for the configuration and operation of your device, internet connection, hotkeys, scripts, expert advisers, copy tools and other software. Repeated instructions generated by a stuck key, automation error or excessive request rate remain your instructions where we have acted reasonably in treating them as authentic.

5.3 CopyMate copy trading

5.3.1. CopyMate enables you to select a strategy, signal or lead trader (a “Strategy Provider”) and give a standing instruction for transactions in the Strategy Provider’s account or strategy to be replicated, so far as technically and operationally possible, in your Account. You authorise us to open, modify and close copied positions without obtaining separate approval for each transaction while that standing instruction remains active.

5.3.2. CopyMate is powered by copy-trading technology and a global strategy network supplied by Pelican. Pelican Exchange Ltd (FRN 739090) is an Appointed Representative of London & Eastern LLP (FRN 534484), which is authorised and regulated by the Financial Conduct Authority. Pelican Exchange Europe (CY) Ltd is authorised and regulated by the Cyprus Securities and Exchange Commission under licence number 441/24. The Pelican entity involved may vary according to the jurisdiction and applicable service arrangements. The regulatory status of a Pelican entity does not guarantee the performance, availability or results of CopyMate or any Strategy Provider.

5.3.3. Your decision to select, allocate funds to, continue copying or stop copying a Strategy Provider is your own decision. Unless we expressly agree otherwise in writing, information about Strategy Providers, rankings, statistics, risk scores and past performance is general information and is not a personal recommendation or guarantee.

5.3.4. Results in your Account will not be identical to those of a Strategy Provider. Differences may arise from Account balance and equity, allocation settings, leverage, margin, minimum or maximum trade size, rounding, existing positions, pricing, spreads, commissions, financing, market movement, liquidity, latency, slippage, rejected orders, platform availability and the time at which copying begins or ends.

5.3.5. A copied instruction may not be opened, modified or closed if the Account has insufficient margin, a trading restriction applies, the market is closed, the instrument is unavailable, the order is below or above permitted size, or execution is otherwise unavailable. You remain responsible for monitoring copied positions, available margin, losses and the suitability of your allocation.

5.3.6. Stopping or pausing copying prevents new copied instructions only to the extent confirmed by the Platform. It does not automatically close existing positions unless that function is expressly selected and confirmed. You are responsible for deciding whether and when existing positions should be closed.

5.3.7. A Strategy Provider may change strategy, risk, frequency, instruments or leverage; may make errors; may stop trading; and may incur rapid or total loss. Past performance, popularity and displayed statistics are not reliable indicators of future results.

5.3.8. We may suspend or remove a Strategy Provider, restrict allocations, reduce copying ratios, reject copied instructions or suspend CopyMate for legal, regulatory, risk-management, market-integrity, technology or service-quality reasons. Where practicable, we will notify affected clients. Any applicable CopyMate charges and material compensation or conflicts required to be disclosed will be disclosed before or through the Service.

5.3.9. We may assess whether CopyMate is appropriate for you and may request information or restrict access. Use of CopyMate is subject to this Agreement, the Order Execution Policy, Risk Warning, Privacy Policy and any CopyMate-specific disclosure or settings accepted by you.

5.4 Excessive order activity and platform misuse

5.4.1. You must not submit or cause excessive, repetitive or disruptive requests that impair or are reasonably likely to impair the Online Platform, our servers, liquidity connections or service to other clients. This includes order flooding; repeated submission of orders after rejection; an abnormal volume of requests generated by a hotkey, script, expert adviser, application programming interface or malfunction; or attempts to bypass rate, margin, exposure or other controls.

5.4.2. You must not exploit or attempt to exploit latency, stale or invalid prices, feed discrepancies, manifest errors, platform vulnerabilities, delayed updates or other technical conditions; engage in spoofing, layering, market manipulation or deceptive conduct; or use the Services in a way that is unlawful or inconsistent with market integrity.

5.4.3. We may apply reasonable rate limits, reject or cancel pending requests, restrict automation or application programming interface access, place the Account on close-only, reduce leverage, increase margin or suspend access where necessary to protect the Online Platform, other clients or market integrity. We will act proportionately and provide notice where practicable.

5.5 Account-balance exploitation and coordinated trading

5.5.1. You must not intentionally use the Account balance, margin close-out process or any negative-balance protection or account-loss limitation as a substitute for reasonable risk management or as a predetermined stop-loss.

5.5.2. Prohibited Account-balance exploitation includes deliberately maintaining a small balance while using unusually high or maximum leverage; deliberately permitting margin close-out rather than using reasonable risk controls; or structuring trading so that the expected downside is intended to be confined principally to the deposited balance or protection while seeking disproportionate upside.

5.5.3. Trading immediately before, during or after scheduled news, market openings, gaps, limited liquidity or volatile events is not prohibited by itself. We must reasonably determine from the overall pattern, purpose and surrounding circumstances that the Account was structured or used to exploit an Account-loss limitation, negative-balance protection or the margin close-out process.

5.5.4. You must not participate in a coordinated arrangement involving two or more Accounts where the purpose or effect is to distribute, offset or separate risk so that profit may be retained on one Account while losses are deliberately confined to another. This applies to Accounts held or controlled directly or indirectly by you and to Accounts operated with relatives, associates, companies, trusts, nominees, employees, agents or an organised group or network.

5.5.5. Relevant indicators may include common beneficial ownership or control; shared devices, network identifiers, payment sources, wallets, addresses, contact details, remote access, expert advisers, copy sources or signal providers; and synchronised or substantially similar deposits, instruments, timing, volumes, opposing or complementary positions, margin close-outs or withdrawals. No single indicator will conclusively establish a breach. Legitimate use of a common household connection, introducing broker, public signal or service is not by itself sufficient.

5.5.6. You must provide information reasonably requested about the ownership, funding, control, purpose and operation of potentially related Accounts. You must not conceal common control, beneficial ownership or coordination or allow another person to operate your Account except as authorised under this Agreement.

5.6 Investigation and proportionate action

5.6.1. If we reasonably suspect prohibited conduct, we may investigate, request information, preserve records and temporarily restrict trading, transfers or withdrawals for a reasonable period where necessary to protect clients, comply with law or prevent dissipation of disputed proceeds.

5.6.2. If we reasonably determine on objective evidence that a breach occurred, we may aggregate related Account exposure for risk, margin and leverage purposes; reduce leverage; increase margin; restrict trading in instruments or around market events; place Accounts on close-only; reject new Accounts; suspend or terminate Accounts; and, where permitted by law, cancel or adjust transactions, protections, benefits or profits directly attributable to the breach.

5.6.3. We will consider the evidence as a whole, act proportionately, keep records of the determination and

provide a written final decision with reasons and information about our complaints process. We will not retain your deposited funds except to meet valid Account liabilities, return funds to their verified source, comply with law or give effect to a lawful adjustment under this Agreement.

Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms.