

U E X O

Beyond Boundaries



MASTER CLIENT SERVICES AGREEMENT

THIS MASTER CLIENT SERVICES AGREEMENT (hereinafter referred to as the "**Agreement**") is made and entered into on the date of acceptance by the Client (as defined below).

BETWEEN:

1. UEXO GLOBAL MARKETS LLC, a limited liability company duly incorporated and validly existing under the laws of the United Arab Emirates, having its registered office located at Office 204, Al Hudaiba Mall, Dubai, United Arab Emirates. The company is authorized and regulated by the **Securities and Commodities Authority (SCA)** (now known as the **Capital Market Authority (CMA)**) of the UAE under License Category 5 (License # **20200000392**), specifically restricted to the activities of "Introduction" and "Promotion" of financial services (hereinafter referred to as the "**Introducer**", "**Promoter**", or "**UEXO UAE**");

AND

2. UEXO GLOBAL LTD, a company duly incorporated and validly existing under the laws of the Republic of Mauritius, having its registered office located at 12th Floor, Hennessy Court, Pope Hennessy Street, Port Louis, Mauritius, 72201. The company is licensed and regulated by the **Financial Services Commission (FSC)** of Mauritius as an Investment Dealer (Full-Service Dealer, excluding underwriting) pursuant to Section 29 of the Securities Act 2005, bearing License Number GB21026300 (hereinafter referred to as the "**Company**", "**Executor**", "**Dealer**", or "**UEXO Mauritius**");

AND

3. UXO SERVICES LTD, a company registered in Cyprus under License Number HE437025 (hereinafter "**UXO Cyprus**"), acting solely as a payment processing agent and provider of administrative support services to the UEXO Group.

(UEXO UAE, UEXO Mauritius, and UXO Cyprus are hereinafter collectively referred to as the "UEXO Group" or the "Parties" and individually as a "Party").

AND

4. THE CLIENT, being any natural person, legal entity, or corporate body who completes the Account Application Form and is accepted by the UEXO Group to receive Services under this Agreement (hereinafter referred to as the "**Client**").

RECITALS

WHEREAS:

A. UEXO UAE is regulated by the UAE Capital Market Authority (CMA) under License Category 5. The Client acknowledges and accepts that **UEXO UAE is strictly prohibited from holding Client Money, handling Client Assets, or acting as the counterparty to any trade.** The role of UEXO UAE is limited exclusively to the introduction of the Client to UEXO Mauritius and the promotion of financial services in accordance with the regulations applicable in the United Arab Emirates.

B. UEXO Mauritius is regulated by the Mauritius Financial Services Commission (FSC) as an Investment Dealer. UEXO Mauritius shall act as the sole execution venue, counterparty to all Transactions, and custodian of Client Money (where applicable) in accordance with the Securities Act 2005 and the rules and regulations of the Republic of Mauritius.

C. UXO Cyprus acts strictly as a payment agent and administrative support entity within the UEXO Group structure to facilitate the efficient processing of non-trading operations. UXO Cyprus is not a counterparty to this trading agreement and bears no liability for trading outcomes, execution quality, or market risk.

D. The Client desires to open an Account to trade in Contracts for Differences ("CFDs") and other financial products offered by UEXO Mauritius, having been introduced to such services by UEXO UAE.

E. The Parties desire to set forth the terms and conditions under which the UEXO Group will provide the Services to the Client, establishing a legal framework that delineates the specific responsibilities, liabilities, and regulatory obligations of each entity within the UEXO Group.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the specific meanings set out below. These definitions apply to the entire Agreement, including all Schedules, Appendices, Policies, and any ancillary documents incorporated by reference.

"Abusive Trading" Means any trading activity, strategy, method, or conduct which the Company, in its sole and absolute discretion, determines to be: (a) Contrary to the

principles of good faith and fair dealing; (b) Intended to exploit errors in prices (Latency Arbitrage), system malfunctions, or connectivity delays; (c) Market manipulation, including but not limited to spoofing, layering, wash trading, or quote stuffing; (d) Circumventing the Company's Margin requirements, leverage limits, or risk management controls; or (e) Any practice deemed "Prohibited Practice" under Section 9 of this Agreement, including but not limited to arbitrage, sniping, or pool manipulation.

"Access Codes" Means the unique username, password, Personal Identification Number (PIN), digital certificates, Two-Factor Authentication (2FA) tokens, or any other security credentials provided by the Company to the Client to access the Trading Platform, the Client Portal, or to give Instructions.

"Account" or "Trading Account" Means the unique personalised registry recorded in the Company's systems in the name of the Client, through which the Client enters into Transactions, maintains Open Positions, and deposits funds. This includes, but is not limited to, Standard Accounts, Swap-Free Accounts, ECN Accounts, Raw Spread Accounts, VIP Accounts, or any other account type offered by UEXO Mauritius from time to time.

"Account Application Form" Means the application form (whether digital/online, electronic, or hard copy) completed by the Client to request the opening of an Account, containing Know Your Customer (KYC) information, financial profile details, investment experience declarations, and risk tolerance assessments.

"Affiliate" Means, in relation to the Company, any entity that directly or indirectly controls, is controlled by, or is under common control with the Company. For the purposes of this Agreement, UEXO UAE and UXO Cyprus are deemed Affiliates of UEXO Mauritius.

"Agreement" Means this Master Client Services Agreement, together with the Risk Disclosure Notice, Order Execution Policy, Privacy Policy, Conflicts of Interest Policy, Website Terms of Use, and any other Schedules, Appendices, or Addendums attached hereto or incorporated by reference, as amended, restated, or supplemented from time to time.

"Algorithmic Trading" Means any method of executing Orders using automated pre-programmed trading instructions accounting for variables including time, price, and volume, including the use of "Expert Advisors" (EAs), "Robots", or scripts on the MetaTrader platform or via API connection.

"Applicable Regulations" Means: (a) In relation to **UEXO UAE**: The rules, regulations, circulars, resolutions, and standards issued by the **UAE Capital Market Authority (CMA)** (formerly known as the Securities and Commodities Authority or SCA), specifically regarding Category 5 Introduction and Promotion activities, and all other

applicable federal laws of the United Arab Emirates; (b) In relation to **UEXO Mauritius**: The Securities Act 2005, the Financial Services Act 2007, the Securities (Licensing) Rules 2007, and all rules, regulations, codes, and guidance notes issued by the **Financial Services Commission (FSC)** of Mauritius; (c) In relation to **Data Protection**: The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), the Mauritius Data Protection Act 2017, and the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data; (d) All applicable Anti-Money Laundering (AML) and Counter-Terrorist Financing (CFT) laws, regulations, and guidelines in the UAE, Mauritius, and Cyprus.

"Ask Price" Means the higher price in a Quote at which the Client may buy (go Long) the Underlying Asset or CFD. This is also known as the "Offer" price.

"Authorised Person" Means any individual duly authorised by the Client (via a Limited Power of Attorney, corporate resolution, or written mandate accepted by the Company) to give Instructions, place Orders, request withdrawals, or access the Account on behalf of the Client.

"Balance" Means the total financial result on the Client Account after the last Completed Transaction and any deposit or withdrawal operation at any given time. It does not include Floating Profit/Loss on Open Positions or pending credits/debits.

"Base Currency" Means the first currency in a Currency Pair against which the Client buys or sells the Quote Currency (e.g., in the EUR/USD currency pair, EUR is the Base Currency).

"Best Execution" Means the requirement for the Company to take all sufficient steps to obtain the best possible result for the Client when executing Orders, taking into account price, costs, speed, likelihood of execution and settlement, size, nature, or any other consideration relevant to the execution of the Order, as defined in the Company's Order Execution Policy.

"Bid Price" Means the lower price in a Quote at which the Client may sell (go Short) the Underlying Asset or CFD.

"Business Day" Means any day, other than a Saturday or a Sunday, or a public holiday in: (a) The Republic of Mauritius (for settlement, trading, and custody matters); (b) The United Arab Emirates (for introduction, promotion, and client support matters); (c) The Republic of Cyprus (for payment processing and administrative matters); on which banks and relevant financial markets are open for general commercial business.

"Calculation Agent" Means UEXO Mauritius acting as the sole authority for all Determinations regarding pricing, margin calculations, corporate action adjustments, swap rates, and settlement values under this Agreement.

"Category 5 License" Means the regulatory license held by UEXO UAE under the UAE CMA regime, which restricts activities solely to "Introduction" and "Promotion" and expressly prohibits holding Client Money, handling Client Assets, or acting as a principal counterparty in trading transactions.

"Client Asset Rules" Means the provisions of the Mauritius FSC Rules or UAE CMA Rules (as applicable by entity) relating to the protection, segregation, and handling of Client Money and Client Assets.

"Client Money" Means money of any currency that the Company holds on behalf of the Client in the course of, or in connection with, the agreed Services, which is required to be treated as client money under Applicable Regulations (specifically Mauritius FSC rules).

"Close Out" or "Closing" Means the process of terminating an Open Position by entering into an equal and opposite Transaction (e.g., selling a Long position or buying a Short position) or by the operation of a Stop Loss, Take Profit, Stop Out, or forced liquidation.

"Contract for Difference (CFD)" Means a financial derivative contract between the Client and the Company where the difference in the value of an Underlying Asset between the time of opening and the time of closing the contract is exchanged. CFDs do not confer ownership of the Underlying Asset to the Client.

"Corporate Event" Means any event initiated by the issuer of an Underlying Asset (specifically equities or indices) that affects the price, quantity, or structure of that asset, including but not limited to: dividends (cash or scrip), rights issues, stock splits, reverse stock splits, spin-offs, mergers, acquisitions, takeovers, consolidations, or insolvencies.

"Counterparty" Means UEXO Mauritius. The Client acknowledges that for all CFDs and Transactions executed under this Agreement, UEXO Mauritius acts as the sole Counterparty (Principal) and execution venue, dealing on its own account.

"Currency of the Account" Means the currency in which the Client Account is denominated (e.g., USD, EUR, GBP, AED) and in which all balances, profits, losses, fees, and charges are calculated and reported.

"Custody" Means the safekeeping and administration of financial instruments and funds on behalf of the Client.

"Dealing on Own Account" Means the activity where the Company trades against its proprietary capital resulting in the conclusion of transactions in one or more financial instruments. The Client acknowledges that UEXO Mauritius deals on its own account as a principal execution venue.

"Dormant Account" Means any Client Account that has had no trading activity (open or closed positions) for a continuous period of six (6) calendar months or more.

"Electronic Trading Platform" Means the UEXO Trader, MetaTrader 5 (MT5), WebTrader, Mobile Application, or any other online trading software, bridge, or API provided by the Company to the Client for the purpose of executing Transactions, obtaining Quotes, and managing the Account.

"Eligible Counterparty" Means a classification of client that receives the lowest level of regulatory protection, generally reserved for large financial institutions, credit institutions, insurance companies, UCITS, pension funds, or other regulated entities, as defined under the FSC Rules.

"Equity" Means the net value of the Client Account at a specific moment, calculated as:
Balance + Floating Profit - Floating Loss.

"Error Quote" or **"Spike"** Means a Quote that is manifestly incorrect or significantly deviates from the prevailing market price at the time, typically caused by a technical glitch, feed error, or liquidity provider failure. Characteristics may include a significant price gap or a rapid rebound in a short period without macroeconomic justification.

"Event of Default" Means any of the events specified in Section 25 of this Agreement (e.g., failure to pay margin, insolvency, breach of terms, death) which entitles the Company to take enforcement action, including closing all Open Positions.

"Execution-Only" Means that the Company deals with the Client on a non-advisory basis. The Company executes Orders based on the Client's specific instructions and does not provide investment advice, recommendations, or assessments of suitability.

"Expert Advisor (EA)" Means a software program or script used within the Electronic Trading Platform to automate trading decisions and execution based on predefined algorithms.

"Financial Services Commission (FSC)" Means the regulatory body of the Republic of Mauritius, which licenses and supervises UEXO Mauritius.

"Force Majeure Event" Means any event beyond the reasonable control of the Company, including but not limited to: acts of God, war, terrorism, civil unrest, strikes, pandemic, government actions, suspension of trading on financial markets, failure of liquidity providers, breakdown of communication/internet infrastructure, or any other extraordinary event preventing the Company from performing its obligations.

"Free Margin" Means the funds available in the Client Account to open new positions, calculated as:

Equity - Used Margin (Margin Required).

"Gapping" or "Slippage" Means a situation where the market price of an Instrument moves rapidly from one level to another without trading at intervening prices, often occurring during high volatility or over weekends/holidays, resulting in Order execution at a price different from the requested price.

"Hedging" Means the practice of holding both Long and Short positions on the same Instrument simultaneously.

"Inducement" Means any fee, commission, or non-monetary benefit paid or provided by the Company to a third party (such as an Introducer) or received by the Company from a third party in relation to the Services provided to the Client.

"Initial Margin" Means the minimum amount of funds required to be deposited or available in the Client Account to open a new Position, as specified in the Contract Specifications.

"Instruction" Means an instruction or request from the Client to the Company to open or close a Position, place, modify or delete an Order, or withdraw funds.

"Instrument" Means any Contract for Difference (CFD) or other financial instrument offered by the Company for trading.

"Introducer" Refers to UEXO Global Markets LLC (UEXO UAE), acting under its CMA Category 5 license to introduce the Client to UEXO Mauritius.

"Latency Arbitrage" Means a Prohibited Practice involving the exploitation of time delays (latency) in the transmission of price feeds to execute trades at outdated prices before the system updates.

"Leverage" Means the ratio of the Transaction Size to the Initial Margin required. For example, 1:500 leverage means the Client can control a position worth \$500,000 with a margin deposit of \$1,000.

"Limit Order" Means an instruction to buy or sell an Instrument at a specific price or better (i.e., buy at a price lower than current market price, or sell at a price higher than current market price).

"Liquidity Provider" Means a bank, financial institution, or prime broker that provides pricing and execution liquidity to UEXO Mauritius.

"Long Position" Means a buy position that appreciates in value if market prices increase. In respect of Currency Pairs, it means buying the Base Currency against the Quote Currency.

"**Lot**" Means the standardized unit measuring the transaction amount specified for each Underlying Asset in any CFD (e.g., 100,000 units of Base Currency for Forex).

"**Maintenance Margin**" Means the minimum Equity required to keep a Position open. If Equity falls below this level, a Margin Call or Stop Out may be triggered.

"**Manifest Error**" Means an error, omission, or misquote that is obvious or palpable, including but not limited to an error by the Company or any third-party information source, where the price quoted is materially different from the prevailing market price at the time of the Transaction.

"**Margin**" Means the necessary guarantee funds so as to maintain Open Positions.

"**Margin Call**" Means the situation where the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to maintain open positions, although the Company is under no obligation to provide such a call.

"**Margin Level**" Means the percentage of Equity to Necessary Margin ratio, calculated as: $(Equity / Necessary Margin) \times 100\%$.

"**Market Order**" Means an instruction to buy or sell an Instrument immediately at the best available current market price.

"**Market Data**" Means data (including prices, volume, and depth) produced by trading venues or third-party providers regarding the trading of financial instruments.

1.2. Interpretation

1.2.1. **Headings:** Headings and sub-headings in this Agreement are for convenience only and shall not affect the interpretation or construction of the clauses.

1.2.2. **Singular/Plural:** Words importing the singular shall include the plural and vice versa. Words importing any gender shall include all genders. Words denoting persons include corporations, partnerships, and other legal entities.

1.2.3. **Statutory References:** Any reference to a law, regulation, directive, or statute shall be construed as a reference to that law, regulation, directive, or statute as amended, re-enacted, or replaced from time to time.

1.2.4. **Time:** Unless otherwise specified, all references to time shall mean: (a) For **Trading Services:** The time zone of the UEXO Mauritius servers (typically GMT+2 or GMT+3 depending on Daylight Savings). (b) For **Introductory Services:** The time zone of the United Arab Emirates (GMT+4).

1.2.5. **Priority of Documents:** In the event of any inconsistency between the provisions of this Agreement and the Appendices/Schedules, the provisions of this Master Agreement shall prevail, unless the Schedule explicitly states that it overrides a specific clause of this Master Agreement. However, if a conflict arises regarding **Regulatory Compliance**, the regulations of the relevant jurisdiction (UAE CMA for introduction, Mauritius FSC for trading) shall prevail over any contractual term.

1.2.6. **Regulatory Override:** Nothing in this Agreement shall exclude or limit any duty or liability which may not be excluded or limited under Applicable Regulations. If any provision of this Agreement conflicts with Applicable Regulations, the Applicable Regulations shall prevail.

1.3. Agreement Hierarchy and Interlinked Documentation

1.3.1. This Agreement governs the relationship between the Client and **UEXO Global Markets LLC** in its capacity as a locally licensed entity authorised under the Securities and Commodities Authority of the United Arab Emirates for marketing, promotion, introduction, and related non-dealing activities only.

1.3.2. The Client acknowledges and agrees that all **Trading Services**, including without limitation the execution of Orders, pricing, margining, risk management, settlement, custody (where applicable), liquidation, and the entry into Transactions, are provided **exclusively by UEXO Global Ltd**, pursuant to the regulatory framework of the Financial Services Commission (FSC) of Mauritius.

1.3.3. In the event of any inconsistency, conflict, or ambiguity between the provisions of this Agreement and the regulatory obligations of UEXO Global Ltd under Mauritius Law, the Mauritius regulations shall prevail regarding all matters of Trade Execution and Client Money.

SECTION 2: INTRODUCTORY SERVICES (UEXO UAE SCOPE)

2.1. Appointment and Scope of UEXO UAE

2.1.1. **Role:** The Client hereby acknowledges and agrees that **UEXO Global Markets LLC ("UEXO UAE")** acts solely as an **Introducer** and **Promoter**. UEXO UAE is authorised and regulated by the UAE Capital Market Authority (CMA) (formerly SCA) under License Category 5.

2.1.2. **Limited Scope:** The services provided by UEXO UAE under this Agreement are strictly limited to: (a) Marketing and promoting the financial products, services, and brand of the UEXO Group to potential clients in the UAE and other permitted regions;

(b) Providing general information regarding the UEXO Group's trading platforms, account types, and educational materials; (c) Assisting the Client with the administrative process of opening an Account with UEXO Mauritius (e.g., collecting KYC documents and transmitting them to the Compliance Department); and (d) Providing local customer support for non-trading, administrative queries (e.g., platform navigation, password resets, general enquiries).

2.2. Regulatory Restrictions and Prohibitions (UAE Firewall)

2.2.1. No Handling of Client Money: The Client explicitly acknowledges, understands, and agrees that **UEXO UAE is strictly prohibited from receiving, holding, controlling, or handling Client Money or Client Assets in any form.** (a) The Client shall **never** transfer funds (whether by cash, cheque, wire transfer, or otherwise) to a bank account held in the name of UEXO Global Markets LLC (UEXO UAE). (b) Any request by a UEXO UAE employee, agent, or representative for the Client to transfer funds to a UAE-based entity should be reported immediately to the Compliance Officer.

2.2.2. No Trading Counterparty: UEXO UAE does not act as a principal, counterparty, market maker, execution venue, or agent for any Transaction executed by the Client. All trading contracts are legally formed directly between the Client and **UEXO Mauritius.**

2.2.3. No Investment Advice: UEXO UAE is not licensed to provide, and shall not provide, investment advice, portfolio management, discretionary trading services, or personalized trading recommendations. Any market commentary, news, analysis, or research provided by UEXO UAE staff is for general information purposes only and does not constitute a recommendation to buy or sell any financial instrument.

2.3. Client Acknowledgements Regarding UEXO UAE

2.3.1. The Client confirms they fully understand that by dealing with UEXO UAE, they are dealing with an intermediary that introduces business to a foreign regulated entity (UEXO Mauritius).

2.3.2. The Client acknowledges that while UEXO UAE is regulated by the UAE CMA for introduction and promotion, the actual **Trading Services**, the **Protection of Client Funds**, and the **Execution of Orders** are governed by the laws of the Republic of Mauritius and the regulations of the Mauritius Financial Services Commission (FSC), not the UAE CMA.

2.3.3. The Client agrees that UEXO UAE shall have no liability for any losses, damages, costs, or expenses arising from: (a) The execution, clearing, or settlement of trades by UEXO Mauritius; (b) The insolvency, default, or negligence of UEXO Mauritius; (c) The safety or segregation of Client Money held by UEXO Mauritius; or (d) Any trading decisions made by the Client based on general information provided by UEXO UAE.

2.4. Data Sharing and Transfer

2.4.1. The Client hereby explicitly consents to UEXO UAE collecting their personal data (including identification documents, financial information, contact details, and trading preferences) and transferring such data to UEXO Mauritius and UXO Cyprus for the purposes of: (a) Processing the Account Application and performing due diligence; (b) Conducting Anti-Money Laundering (AML) and Know Your Customer (KYC) checks; (c) Facilitating the provision of Trading Services and Customer Support; and (d) Complying with regulatory reporting obligations in Mauritius and Cyprus.

2.4.2. UEXO UAE agrees to handle all Client data in accordance with the **UAE Data Protection Law** (Federal Decree-Law No. 45 of 2021) and to ensure secure transmission to its Affiliates.

2.5. No Deemed Local Execution or Establishment

2.5.1. Nothing in this Agreement, nor any activity undertaken by UEXO Global Markets LLC (UAE), shall be construed as establishing a dealing desk, execution venue, permanent establishment, branch, or place of business for the purposes of conducting regulated trading activities within the United Arab Emirates. 2.5.2. The Client expressly acknowledges that all Trading Contracts are concluded offshore with UEXO Global Ltd (Mauritius), and that no Transaction is entered into, priced, margined, or settled by the UAE entity.

SECTION 3: TRADING SERVICES (UEXO MAURITIUS SCOPE)

3.1. Appointment of UEXO Mauritius as Execution Venue

3.1.1. **Exclusive Counterparty:** The Client acknowledges and agrees that **UEXO Global Ltd (UEXO Mauritius)** shall act as the sole **Counterparty** and **Principal** to all Transactions executed under this Agreement. UEXO Mauritius does not act as an agent, broker, or trustee on behalf of the Client unless expressly stated otherwise in a separate written mandate.

3.1.2. **Execution-Only Basis:** (a) The Trading Services provided by UEXO Mauritius are strictly on an "**Execution-Only**" basis. (b) UEXO Mauritius shall execute Orders based on the specific Instructions provided by the Client (or their Authorised Person) via the Electronic Trading Platform. (c) The Company is under no obligation to monitor the suitability of any Transaction for the Client, nor is it responsible for advising on the merits of a particular Transaction. (d) Any market information, news, analysis, or research provided by the Company (or passed on by UEXO UAE) is for informational purposes only and does not constitute investment advice or a recommendation to trade.

3.1.3. Scope of Trading Services: Subject to the Client fulfilling their obligations under this Agreement, UEXO Mauritius may provide the following services: (a) Reception and transmission of Orders in relation to CFDs and other financial instruments; (b) Execution of Orders on behalf of the Client; (c) Dealing on Own Account (acting as the sole execution venue); (d) Safekeeping and administration of financial instruments (Custody), including custodianship and related services such as cash/collateral management; and (e) Granting credits or loans to an investor to allow them to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction (Margin/Leverage).

3.2. Authorisation to Trade

3.2.1. The Client hereby authorises UEXO Mauritius to: (a) Act on any Instruction given or appearing to be given by the Client or an Authorised Person via the Access Codes; (b) Execute such Instructions in accordance with the Order Execution Policy; and (c) Debit or credit the Client Account with the realized profits, losses, commissions, fees, and swaps resulting from such Instructions.

3.2.2. **Reliance on Instructions:** The Company shall be entitled to rely on any Instruction given using the Client's Access Codes without further enquiry. The Client bears full responsibility for maintaining the confidentiality of their Access Codes and accepts liability for any Transaction entered into using their credentials.

3.3. Right to Refuse Services

3.3.1. UEXO Mauritius reserves the right, at its sole and absolute discretion, to refuse to: (a) Open an Account for any applicant; (b) Accept any deposit; (c) Execute any Order; or (d) Continue providing Services to the Client; without providing a reason, provided such refusal does not contravene Applicable Regulations.

3.3.2. Specific grounds for refusal include, but are not limited to: (a) Suspicion of money laundering, terrorist financing, or other criminal activity; (b) Suspicion of market abuse, prohibited trading practices, or breach of this Agreement; (c) Failure to provide required KYC/AML documentation or updated information; (d) The Client becoming a resident of a restricted jurisdiction (e.g., USA, North Korea, Iran, or any other jurisdiction sanctioned by the UN, EU, or OFAC); or (e) The Company determining that the Client does not meet the appropriateness or suitability criteria for trading leveraged products.

SECTION 4: ACCOUNT OPENING AND KYC PROCEDURES

4.1. Account Application Process

4.1.1. **Application Submission:** To open a Trading Account, the Client must complete the Account Application Form, which may be provided in digital format via the

Company's Website or in hard copy. The Client acknowledges that this process is facilitated by UEXO UAE acting as the Introducer.

4.1.2. Truthfulness and Accuracy: The Client represents and warrants that all information provided in the Account Application Form—including but not limited to personal details, financial status, employment information, and trading experience—is true, accurate, complete, and not misleading in any material respect.

4.1.3. Duty to Update: The Client undertakes to notify the Company immediately in writing of any material changes to the information provided in the Account Application Form (e.g., change of residential address, change of name, change in financial circumstances, or change in employment status). Failure to do so may result in the suspension or closure of the Account.

4.1.4. Assessment of Appropriateness: Based on the information provided regarding the Client's knowledge and experience, the Company will assess whether the Trading Services are appropriate for the Client. If the Company determines that the Services are not appropriate, it will warn the Client. If the Client elects to proceed despite such warning, they do so at their own risk.

4.2. Know Your Customer (KYC) & Due Diligence

4.2.1. Regulatory Requirement: In strict compliance with the **Mauritius Financial Intelligence and Anti-Money Laundering Act (FIAMLA)**, the **Prevention of Corruption Act 2002**, and the **UAE Federal Decree-Law No. 20 of 2018 on AML/CFT**, the UEXO Group is legally required to verify the identity of every Client before opening an Account.

4.2.2. Required Documentation (Natural Persons): The Client must provide the following documents (in clear, legible, colored copies): (a) **Proof of Identity (POI):** A valid government-issued passport, national identity card, or driving license containing a clear photograph, full legal name, date of birth, nationality, and expiry date. The document must be valid for at least six (6) months from the date of application. (b) **Proof of Residence (POR):** A utility bill (e.g., electricity, water, gas, fixed-line internet), bank statement, or government-issued affidavit dated within the last three (3) months, clearly showing the Client's full name and residential address. P.O. Box addresses are generally not accepted unless accompanied by proof of physical residence. (c) **Source of Funds (SOF):** If requested by the Compliance Department, documentary evidence showing the origin of the funds to be deposited (e.g., payslips, employment contract, sale of property deed, inheritance documents, or bank statements showing savings accumulation).

4.2.3. Required Documentation (Legal Entities): For Clients that are legal entities (e.g., Limited Companies, Partnerships, Trusts), the Application must be accompanied

by: (a) Certificate of Incorporation or Registration; (b) Memorandum and Articles of Association (or equivalent constitutional documents); (c) Proof of Registered Address; (d) Register of Directors and Register of Shareholders; (e) Certificate of Incumbency (if the entity is older than 12 months); (f) Identification documents (POI and POR) for all Directors, Authorised Signatories, and Ultimate Beneficial Owners (UBOs) holding 10% or more interest; and (g) A Board Resolution expressly authorising the opening of the Account and appointing the Authorised Traders.

4.2.4. Enhanced Due Diligence (EDD): (a) The Company reserves the right to apply Enhanced Due Diligence measures for Clients classified as "High Risk," including but not limited to residents of high-risk jurisdictions or Politically Exposed Persons (PEPs). (b) EDD measures may include obtaining senior management approval for the business relationship, establishing the source of wealth, and conducting enhanced ongoing monitoring of the business relationship.

4.3. Joint Accounts

4.3.1. Liability: If the Account is opened in the names of two or more persons ("Joint Account Holders"), all Joint Account Holders shall be **jointly and severally liable** for all obligations, debts, and liabilities arising under this Agreement. This means the Company can seek the full amount of any debt from any single holder.

4.3.2. Authority and Instructions: Any one of the Joint Account Holders may give Instructions, place Orders, or request withdrawals. The Company is entitled to act on the instructions of any single Joint Account Holder without verifying with the others. The Company shall not be liable for any dispute between Joint Account Holders.

4.3.3. Survivorship: In the event of the death of one Joint Account Holder, the surviving holder(s) shall become the sole owner(s) of the Account and its assets, subject to the production of a death certificate and compliance with applicable inheritance laws.

SECTION 5: CLIENT CLASSIFICATION

5.1. Regulatory Classifications

5.1.1. In accordance with the Applicable Regulations of the Mauritius FSC (and reflecting global standards such as MiFID II), UEXO Mauritius shall classify the Client into one of the following three categories: (a) **Retail Client**; (b) **Professional Client**; or (c) **Eligible Counterparty**.

5.1.2. The Client will be notified of their classification in writing (via the Account Acceptance Email) prior to the commencement of any trading.

5.2. Retail Client

5.2.1. **Default Status:** By default, all Clients are classified as **Retail Clients** unless they specifically request a different classification and meet the relevant quantitative and qualitative criteria.

5.2.2. **Protections:** Retail Clients are afforded the highest level of regulatory protection, including: (a) **Best Execution:** The obligation for the Company to obtain the best possible result when executing orders. (b) **Negative Balance Protection:** A guarantee that the Client cannot lose more than their total deposited funds. (c) **Information Disclosure:** Receiving comprehensive and simplified information on costs, commissions, risks, and product features. (d) **Compensation:** Potential eligibility for investor compensation schemes (if applicable under Mauritian Law).

5.3. Professional Client

5.3.1. **Elective Professional Status:** A Retail Client may request in writing to be treated as a Professional Client ("Elective Professional") if they possess the experience, knowledge, and expertise to make their own investment decisions and properly assess the risks.

5.3.2. **Criteria:** To qualify as an Elective Professional, the Client must satisfy at least **two** of the following three criteria: (a) The Client has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters; (b) The size of the Client's financial instrument portfolio, defined as including cash deposits and financial instruments, exceeds EUR 500,000 (or equivalent); (c) The Client works or has worked in the financial sector for at least one year in a professional position which requires knowledge of the transactions or services envisaged.

5.3.3. **Waiver of Protections:** By requesting Professional Client status, the Client explicitly acknowledges and waives certain protections afforded to Retail Clients, including but not limited to: (a) The Company may assume the Client has the necessary knowledge and experience to understand the risks involved; (b) Reduced disclosure requirements regarding costs, charges, and execution reporting; (c) **Negative Balance Protection may not apply** (unless expressly offered by the Company as a commercial gesture).

5.4. Eligible Counterparty

5.4.1. This classification is reserved for investment firms, credit institutions, insurance companies, UCITS, pension funds, governments, and other regulated financial institutions. 5.4.2. Eligible Counterparties receive the lowest level of protection and are assumed to be fully capable of managing their own risk, conducting their own due diligence, and negotiating their own terms of business.

5.5. Reclassification Requests

5.5.1. **Professional to Retail:** A Professional Client may request to be reclassified as a Retail Client to obtain higher regulatory protection. The Company agrees to process such requests but reserves the right to adjust trading conditions (e.g., reducing leverage limits) accordingly. 5.5.2. **Company Right:** The Company reserves the right to reclassify a Client on its own initiative if it becomes aware that the Client no longer fulfills the initial criteria (e.g., a Professional Client who ceases to work in the financial sector).

SECTION 6: ACCOUNT TYPES

6.1. Standard Account

6.1.1. The Standard Account is the primary account type offered to Retail Clients. 6.1.2. **Pricing:** Trading costs are primarily embedded in the **Spread** (the difference between the Bid and Ask price). 6.1.3. **Execution:** Orders are executed using Market Execution or Instant Execution (as specified in the Platform settings), subject to the Order Execution Policy. 6.1.4. **Minimum Deposit:** The Company may specify a minimum initial deposit requirement on its Website.

6.2. ECN / Raw Spread Account

6.2.1. The ECN (Electronic Communication Network) or Raw Spread Account offers spreads received directly from Liquidity Providers with minimal mark-up. 6.2.2. **Pricing Structure:** Spreads are variable and may be as low as 0.0 pips. A separate **Commission** is charged per lot traded (e.g., \$7 per round turn lot), which is deducted directly from the Account Balance. 6.2.3. **Suitability:** This account type is generally recommended for experienced traders, scalpers, or those using automated strategies who require tighter spreads.

6.3. Swap-Free (Islamic) Account

6.3.1. **Eligibility:** Swap-Free Accounts are available strictly to Clients of the Muslim faith who cannot receive or pay interest due to Sharia law compliance. The Company reserves the right to request proof of religion or an affidavit.

6.3.2. **Mechanics:** (a) No **Swap** or **Rollover Fees** are credited or debited for holding positions overnight. (b) Instead of Swaps, the Company may apply a fixed **Administration Fee** (levied per lot, per night) or widen the Spread to cover the cost of carrying the position with Liquidity Providers.

6.3.3. **Restrictions on Abuse:** (a) The Swap-Free status is granted for a specific **Grace Period** (e.g., 5 to 14 days) per position, after which a storage or administration fee may

apply. (b) **Prohibition on Carry Trade:** The Client must not use the Swap-Free Account to profit from the absence of swap charges on currency pairs with high interest rate differentials (Carry Trade) or for arbitrage purposes. (c) **Revocation:** In the event of "Swap Abuse" (as determined by the Company in its sole discretion), UEXO Mauritius reserves the right to: (i) Immediately revoke the Swap-Free status; (ii) Retroactively charge all Swaps that would have been accrued during the life of the open positions; and (iii) Close all Open Positions.

SECTION 7: ELECTRONIC TRADING PLATFORM AND LICENSE

7.1. License Grant

7.1.1. **Limited License:** Subject to the Client's compliance with the terms and conditions of this Agreement, the Company hereby grants the Client a non-exclusive, revocable, non-transferable, personal, and limited license to install and use the Electronic Trading Platform (including the MetaTrader 4/5 software, WebTrader, and Mobile Applications) (the "**Software**") solely for the purpose of obtaining Quotes, analyzing market data, and executing Transactions with UEXO Mauritius.

7.1.2. **No Ownership:** The Client acknowledges and agrees that the Software, including all intellectual property rights, copyrights, trademarks, patents, and trade secrets therein, is owned by the Company or its third-party licensors (such as MetaQuotes Software Corp). The Client acquires no ownership rights, title, or interest in the Software or the data contained therein.

7.2. Access Codes and Security

7.2.1. **Client Responsibility:** The Client is solely and absolutely responsible for maintaining the confidentiality and security of their Access Codes (Username, Password, Investor Password, PIN). The Client must not disclose their Access Codes to any third party, including family members or friends.

7.2.2. **Binding Instructions:** The Client acknowledges that the Company is entitled to rely on any Instruction, Order, or communication given using the Client's Access Codes without further enquiry or verification of the identity of the person using them. Such Instructions shall be deemed to be fully authorised by the Client and binding upon them.

7.2.3. **Notification of Breach:** The Client undertakes to notify the Compliance Department immediately in writing if they know or suspect that their Access Codes have been compromised, lost, or stolen. The Company will take steps to block the Account, but the Client remains liable for any Transactions executed prior to such notification and processing.

7.3. Prohibited Use of the Platform

7.3.1. The Client shall not, and shall not permit any third party to: (a) **Copy or Duplicate:** Copy, photocopy, duplicate, or replicate the Software or any part thereof; (b) **Reverse Engineer:** Decompile, disassemble, reverse engineer, or attempt to derive the source code, algorithms, or underlying ideas of the Software; (c) **Modify:** Modify, adapt, translate, or create derivative works based on the Software; (d) **Resell:** Sell, rent, lease, sublicense, distribute, or otherwise transfer the Software or access to the Platform to any third party; (e) **Automated Access:** Use any unauthorized software, artificial intelligence, spider, crawler, or screen-scraping tool to access the Software or data feeds, other than authorised APIs approved in writing by the Company; (f) **Attack:** Use the Software to conduct Denial of Service (DoS) attacks, introduce viruses, worms, trojans, or logic bombs, or otherwise disrupt the integrity of the Company's systems.

7.4. Intellectual Property and Market Data

7.4.1. **Proprietary Data:** The Platform includes access to financial market data, quotes, news, analyst research, and charts ("**Market Data**") provided by the Company or third-party licensors. This Market Data is the proprietary property of the Company and/or its providers. 7.4.2. **Restrictions:** The Client agrees not to redistribute, rebroadcast, publish, or commercially exploit the Market Data. The Client may use the data solely for their own internal investment decisions. 7.4.3. **No Warranty:** The Market Data is provided on an "as is" and "as available" basis. The Company makes no representation or warranty, express or implied, as to the accuracy, timeliness, or completeness of the Market Data.

7.5. Technical Risks and Disclaimers

7.5.1. **System Failures:** The Client acknowledges that access to the Electronic Trading Platform may be restricted or unavailable due to system maintenance, upgrades, power outages, internet service provider failures, or other technical issues beyond the Company's control. The Company shall not be liable for any loss, damage, or missed opportunity arising from such unavailability. 7.5.2. **Latency:** The Client accepts that data transmission over the internet is subject to latency (delays). The Quotes displayed on the Client's terminal may differ from the price at which the Order is actually received and executed by the Company's server.

SECTION 8: PLACING ORDERS AND INSTRUCTIONS

8.1. Methods of Transmitting Orders

8.1.1. **Primary Method:** Orders should be placed via the Electronic Trading Platform using the Client's Access Codes. 8.1.2. **Emergency Telephone Orders:** In the event of a Platform failure, the Company may, at its sole discretion, accept Instructions via the

Telephone Dealing Desk. To place a phone order, the Client must satisfy the Company's security verification questions. The Company reserves the right to record all such calls, and such recordings shall be conclusive evidence of the Instructions. 8.1.3. **No Email/Chat Orders:** The Company generally does **not** accept Orders via email, live chat, or social media, due to security and timing risks. Any such request shall not be binding until formally confirmed by the Company.

8.2. Right to Refuse Orders

8.2.1. UEXO Mauritius reserves the right, at its sole and absolute discretion, to refuse to accept or execute any Order, in whole or in part, without giving any reason or notice to the Client. 8.2.2. Without limiting the generality of the foregoing, the Company may refuse an Order if: (a) The Client does not have sufficient **Free Margin** to cover the Initial Margin required for the new Position; (b) The Order is for a size smaller than the Minimum Lot Size or larger than the Maximum Lot Size specified in the Contract Specifications; (c) The market for the Underlying Asset is closed, suspended, or subject to a trading halt; (d) The Company reasonably suspects the Order constitutes **Abusive Trading**, market manipulation, or is based on Inside Information; (e) A **Force Majeure Event** has occurred; or (f) The quote provided is manifestly erroneous (a "Spike").

8.3. Order Types

8.3.1. **Market Order:** An instruction to buy or sell an Instrument immediately at the best available current price. The Client acknowledges that the execution price may differ from the price seen on the screen at the moment of clicking (Slippage). 8.3.2. **Limit Order:** An instruction to buy or sell an Instrument at a specific price or better (i.e., Buy Limit = below current price; Sell Limit = above current price). There is no guarantee that the market will reach the Limit Price. 8.3.3. **Stop Order:** An instruction to buy or sell an Instrument once the market reaches a specific price worse than the current market price (i.e., Buy Stop = above current price; Sell Stop = below current price). Once triggered, a Stop Order becomes a Market Order and is executed at the best available price, which may be different from the Stop Price (Slippage). 8.3.4. **Stop Loss:** An Order attached to an Open Position designed to limit losses. It functions as a Stop Order. The Company **does not guarantee** execution at the exact Stop Loss price; in volatile markets, the execution price may be worse ("Negative Slippage"). 8.3.5. **Take Profit:** An Order attached to an Open Position designed to secure profits. It functions as a Limit Order.

8.4. Modification and Cancellation

8.4.1. The Client may modify or cancel a Pending Order (Limit or Stop) only before it has been executed or triggered. 8.4.2. **Irrevocability:** Once a Market Order is sent, or a Pending Order is triggered, it cannot be cancelled or modified. The Client is bound by the execution. 8.4.3. **Minimum Distance:** The Company may establish a minimum

distance (in pips/points) from the current market price for placing Stop Loss or Take Profit orders. If the Client attempts to place an Order closer than this limit, the System will reject it.

SECTION 9: EXECUTION OF ORDERS

9.1. Execution Venue

9.1.1. The Client acknowledges and agrees that **UEXO Mauritius** is the sole **Execution Venue** for all Orders placed under this Agreement. 9.1.2. UEXO Mauritius acts as **Principal** and deals on its own account. The Client is not trading on a Regulated Market or Multilateral Trading Facility (MTF) but is entering into an Over-The-Counter (OTC) derivative contract with the Company.

9.2. Pricing and Quotes

9.2.1. **Derived Pricing:** The Company quotes Bid and Ask prices based on data received from its Liquidity Providers and data feeds. The Company adds a mark-up (Spread) to these raw prices. 9.2.2. **Indicative Nature:** Quotes displayed on the Platform are **Indicative Quotes** until an Order is executed. The Company does not guarantee that the price displayed will be the exact price at which the trade is executed, especially during periods of high volatility. 9.2.3. **Spreads:** Spreads may be "Fixed" or "Variable" depending on the Account Type. The Client acknowledges that Variable Spreads may widen significantly during news releases, market opening/closing, or low liquidity periods.

9.3. Slippage and Gapping

9.3.1. **Acknowledgement:** The Client acknowledges that **Slippage** is a natural feature of financial markets. It occurs when the market moves beyond the requested price before the Order is processed. 9.3.2. **Symmetrical Slippage:** Slippage can be positive (execution at a better price) or negative (execution at a worse price). The Company does not guarantee the execution price of any Order, including Stop Loss orders. 9.3.3. **Gapping:** If the market "gaps" (jumps from one price to another without trading in between, e.g., over a weekend), Orders mandated to execute at a price within the gap will be executed at the **first available market price** after the gap, which may be significantly different from the requested price.

9.4. Re-Quotes

9.4.1. **Instant Execution:** For Accounts set to "Instant Execution" mode, if the requested price is no longer available, the Company may return a **"Re-Quote"** (a new price offer) to the Client. The Client has the option to accept the new price or reject the

execution. 9.4.2. **Market Execution:** For Accounts set to "Market Execution" (e.g., ECN Accounts), there are no Re-Quotes. The Order will be filled at the best available price in the market liquidity depth, which may involve Slippage.

9.5. Manifest Errors (Spikes)

9.5.1. **Right to Void:** If an Order is executed on a **Manifest Error** or "Spike" (a price deemed by the Company to be materially incorrect compared to the broader market), the Company reserves the right to: (a) Void/Cancel the Transaction ab initio; or (b) Amend the opening or closing price of the Transaction to reflect the correct market price at the time of execution. 9.5.2. **Binding Decision:** The existence of a Manifest Error shall be determined by the Company in good faith, referencing independent market data sources (e.g., Bloomberg, Reuters).

SECTION 10: MARGIN AND LEVERAGE

10.1. Obligation to Maintain Margin

10.1.1. **Strict Liability:** The Client agrees to provide and maintain at all times the **Initial Margin** and **Maintenance Margin** necessary to support their Open Positions. It is the Client's sole and absolute responsibility to monitor their Account Equity and Margin Level through the Electronic Trading Platform.

10.1.2. **Calculations:** Margin requirements are calculated by the Company based on the Instrument, the volume (Lot size) traded, and the Leverage applied. The formula typically used is: $(Market\ Value\ of\ Position / Leverage\ Ratio) = Required\ Margin$. The Client accepts the Company's calculation of Margin as final and binding, absent Manifest Error.

10.1.3. **Dynamic Margin:** The Client acknowledges that Margin requirements are not fixed. The Company reserves the right to change Margin requirements (and thereby effective Leverage) at any time, including on Open Positions, without prior notice, based on: (a) **Market Volatility:** Sudden increases in market volatility; (b) **Economic Events:** Upcoming earnings releases, central bank decisions, or elections; (c) **Liquidity Conditions:** Changes in the margin terms imposed by the Company's Liquidity Providers; (d) **Exposure Size:** The size of the Client's Open Positions (see Dynamic Leverage below); or (e) **Time:** Over weekends or public holidays (to mitigate Gapping risk).

10.2. Leverage Policy

10.2.1. **Definition:** Leverage is expressed as a ratio (e.g., 1:100). It determines the percentage of the Transaction value that the Client must deposit as collateral.

10.2.2. **Maximum Leverage:** The maximum Leverage available to the Client is determined by the Company in accordance with: (a) The Client's Classification (Retail Clients may be subject to regulatory caps, e.g., 1:30 for major pairs, whereas Professional Clients may access higher leverage); (b) The Asset Class (e.g., Crypto CFDs typically have lower leverage than Forex); and (c) The Account Equity.

10.2.3. **Dynamic Leverage Tiers:** The Company may apply a "Dynamic Leverage" model where the maximum leverage decreases as the notional value of the Client's Open Positions increases. *Example:* Positions up to \$100,000 may have 1:500 leverage; the portion between \$100,000 and \$500,000 may drop to 1:200; and amounts exceeding \$500,000 may drop to 1:100. The Client acknowledges that opening additional trades may increase the Margin requirement on existing trades retrospectively.

10.2.4. **Right to Change:** The Company reserves the right to reduce the Leverage applied to the Client Account with immediate effect if it deems such action necessary to mitigate the Company's exposure to risk.

10.3. Margin Calls

10.3.1. **No Obligation:** The Client explicitly acknowledges and agrees that the Company **has no obligation** to make "Margin Calls" (warnings) to the Client when the Account approaches the Stop Out Level. The Electronic Trading Platform may display a visual warning (e.g., red flashing margin meter), but the absence of such warning does not relieve the Client of liability.

10.3.2. **Client Duty:** The Client must ensure they have access to the Platform at all times to monitor their Margin Level. Failure to monitor due to internet failure or travel is not a valid defense against liquidation.

SECTION 11: LIQUIDATION AND STOP OUT

11.1. Stop Out Level

11.1.1. **Threshold:** The Company will set a specific **Stop Out Level** (expressed as a percentage of the Margin Level) detailed in the Contract Specifications (e.g., 20%, 30%, or 50%).

11.1.2. **Automatic Liquidation:** If the Client's Margin Level falls to or below the Stop Out Level, the Company's systems are programmed to automatically Close Out the Client's Open Positions to release used Margin and prevent further losses.

11.1.3. **Order of Closure:** Positions are typically closed starting with the position bearing the largest floating loss, until the Margin Level rises above the Stop Out Level.

However, the Company reserves the right to close positions in any order it deems appropriate to manage risk.

11.2. Execution of Stop Out

11.2.1. **Market Order:** The Stop Out is executed as a Market Order. The price at which the Position is closed will be the best available price at that moment.

11.2.2. **Slippage Risk:** The Client acknowledges that in fast-moving or illiquid markets, the execution price of the Stop Out may be significantly worse than the Stop Out Level (Slippage). This may result in the Client realizing a greater loss than anticipated, or even a negative balance.

11.2.3. **Indemnity:** The Client hereby waives any claim against the Company for losses resulting from the automatic liquidation of positions, including claims that the market "bounced back" immediately after the Close Out.

11.3. Negative Balance Protection (NBP)

11.3.1. **Retail Clients:** In compliance with Mauritius FSC regulations regarding Retail Client protection, the Company provides **Negative Balance Protection** to Retail Clients. This means that the Client's liability is limited to the funds in their Account. If market conditions cause the Equity to fall below zero, the Company will zero out the negative balance.

11.3.2. **Professional Clients:** Negative Balance Protection **does not apply** to Clients classified as Professional Clients or Eligible Counterparties, unless explicitly agreed in writing. Such Clients remain fully liable for any negative balance and must repay the deficit immediately upon demand.

11.3.3. **Abuse Exception:** The Company reserves the right to revoke Negative Balance Protection for any Client (Retail or Professional) if the negative balance was caused by: (a) **Prohibited Practices** or Market Abuse (as defined in Section 12); (b) A breach of this Agreement; or (c) An intentional attempt to exploit the NBP feature (e.g., by opening maximum leverage positions just before a major news event with the intent of "betting" the account balance).

11.4. Security Interest and Set-Off

11.4.1. **General Lien:** All funds, securities, currencies, and other property of the Client held by the Company (or its Affiliates/Custodians) shall be subject to a continuous general lien and security interest in favor of the Company to secure the discharge of the Client's obligations.

11.4.2. **Right of Set-Off:** To the fullest extent permitted by law, the Company may, without prior notice to the Client, set off any obligation or liability of the Client to the

Company (including negative balances) against any funds held in any other Account of the Client with the Company or its Affiliates.

11.4.3. **Consolidation:** The Company may combine or consolidate all or any of the Client's Accounts and conversion of any currency into the Currency of the Account may be effected at the rate of exchange determined by the Company to exercise this right.

SECTION 12: MARKET ABUSE AND PROHIBITED PRACTICES

12.1. General Prohibition

12.1.1. **Integrity:** The Client represents and warrants that they will not enter into any Transaction or place any Order that contravenes the **Securities Act 2005 of Mauritius**, the **UAE Market Conduct Rules**, or any other Applicable Regulation regarding market abuse, insider dealing, or market manipulation.

12.1.2. **Zero Tolerance:** The Client acknowledges that UEXO Mauritius operates a "Zero Tolerance" policy towards abusive trading. The Company monitors all trading activity using automated surveillance systems.

12.2. Specific Abusive Strategies Defined

In addition to the general prohibition, the following specific trading strategies are strictly prohibited:

12.2.1. **Latency Arbitrage (Sniping):** (a) **Definition:** The practice of placing orders to buy or sell an Instrument at an outdated price (due to a latency in the Company's price feed) when the Client knows, or ought reasonably to know, that the "true" market price has already moved significantly. (b) **Indicators:** High-frequency orders placed within milliseconds of a price update; orders placed exclusively during periods of known feed latency; profits generated solely from feed errors.

12.2.2. **Layering and Spoofing:** (a) **Definition:** Submitting multiple Orders at different price levels (layers) or large Orders with no intention of executing them (spoofing), aimed at creating a misleading impression of market liquidity or depth to induce other participants to trade. (b) **Prohibition:** The Client must not place an Order if they intend to cancel it before execution to influence the price.

12.2.3. **Swap Abuse:** (a) **Definition:** Strategies designed to profit primarily from the difference in Swap rates or the absence of Swap charges (on Swap-Free Accounts) rather than from market movements. This includes: (i) **Cash-and-Carry Arbitrage:** Buying an instrument and selling the corresponding Futures contract. (ii) **Internal Hedging:** Opening opposing positions on two different Accounts (one Long, one Short) to net off risk while collecting positive Swaps or avoiding negative Swaps.

12.2.4. **Bonus Arbitrage:** (a) **Definition:** Hedging positions between two accounts (e.g., one at UEXO and one at another broker) to safely extract a "Credit Bonus" or promotional trading credit without taking market risk. (b) **Clawback:** The Company reserves the right to remove the bonus and void any profits obtained through such arbitrage.

12.2.5. **Pool Manipulation (PAMM/MAM Abuse):** (a) **Definition:** If the Client manages a Multi-Account Manager (MAM) or Percent Allocation Management Module (PAMM), engaging in "Churning" (excessive trading to generate commissions) or "Burn and Churn" (high-risk trading to generate quick profits before blowing up the account).

12.3. Algorithmic and High-Frequency Trading (HFT)

12.3.1. **Right to Restrict:** While Algorithmic Trading (using EAs) is generally permitted, the Company reserves the right to restrict or ban HFT strategies that flood the Company's servers with excessive Order modification requests (e.g., thousands of modifications per minute) without resulting in executed trades ("Server Spamming").

12.3.2. **Ratio Threshold:** If the Client's **Order-to-Trade Ratio** exceeds **100:1** (i.e., 100 orders placed/modified for every 1 executed trade), the Company may: (a) Impose a surcharge on the unexecuted orders; (b) Throttle the Client's connection speed; or (c) Suspend the Client's access to the API/Platform.

12.4. Insider Dealing

12.4.1. **Prohibition:** The Client must not place any Order if they possess "Inside Information" (non-public, material information) regarding the issuer of the Underlying Asset.

12.4.2. **Reporting:** If the Company suspects Insider Dealing, it is legally obliged to report the Client to the **Financial Services Commission (FSC)** and potentially freeze the Account pending regulatory investigation. The Company is prohibited from "tipping off" the Client regarding such reports.

12.5. Consequences of Prohibited Practices

12.5.1. **Remedies:** If the Company reasonably determines that the Client has engaged in any Prohibited Practice or Market Abuse, the Company may, at its sole and absolute discretion and without prior notice: (a) **Void/Cancel:** Cancel any relevant Transactions ab initio (as if they never occurred); (b) **Withhold Profits:** Revoke and remove any profits derived from such practices; (c) **Close Account:** Terminate this Agreement and close the Client Account immediately; (d) **Penalty Fee:** Charge a penalty fee to cover investigation, administrative, and legal costs incurred by the Company; and (e) **Report:** Report the Client's activity to the relevant regulatory authorities.

12.5.2. **Finality:** The Client acknowledges that the Company's determination of whether a trading practice is abusive shall be final and binding, based on the Company's internal records, audit trails, and market data.

SECTION 13: CORPORATE ACTIONS AND CFD ADJUSTMENTS

13.1. General Principles

13.1.1. The Client acknowledges that trading CFDs on equities, indices, or cryptocurrencies does not convey any ownership rights, voting rights, or title to the Underlying Asset. However, to preserve the economic equivalent of the Underlying Asset, the Company must make adjustments to the Client Account to reflect "Corporate Actions".

13.1.2. **Definition:** "Corporate Action" means any event initiated by the issuer of the Underlying Asset that impacts its price, including but not limited to dividends, rights issues, stock splits, reverse stock splits, spin-offs, mergers, acquisitions, and delistings.

13.2. Dividends

13.2.1. **Price Adjustment:** When an Underlying Asset (e.g., a share or an index) goes "Ex-Dividend," the price of the asset typically drops by the amount of the dividend. Since the Client does not own the asset, this price drop would create an artificial profit (for Short positions) or loss (for Long positions).

13.2.2. **Long Positions:** If the Client holds a **Long** (Buy) Position in a CFD on the ex-dividend date, the Company will **credit** the Client Account with a "Dividend Adjustment" equal to the dividend amount (less any applicable withholding tax) multiplied by the number of lots held.

13.2.3. **Short Positions:** If the Client holds a **Short** (Sell) Position in a CFD on the ex-dividend date, the Company will **debit** the Client Account with a "Dividend Adjustment" equal to the gross dividend amount multiplied by the number of lots held.

13.2.4. **Timing:** These adjustments are typically applied at the close of the business day prior to the ex-dividend date. The Client must ensure sufficient Free Margin is available to cover any debit adjustments; failure to do so may lead to a Stop Out.

13.3. Stock Splits and Reverse Splits

13.3.1. **Splits:** In the event of a stock split (e.g., 2-for-1), the price of the CFD will decrease, and the quantity of the Client's Open Position will be increased proportionately to maintain the same notional value.

13.3.2. **Reverse Splits:** In the event of a reverse stock split (e.g., 1-for-10), the price of the CFD will increase, and the quantity of the Client's Open Position will be decreased proportionately.

13.3.3. **Fractional Shares:** If a split results in fractional shares that the Company's system cannot support, the Company reserves the right to close the position at the last available price prior to the split and credit the Client with the cash equivalent of the fractional holding.

13.4. Insolvency and Delisting

13.4.1. **Delisting:** If the Underlying Asset is delisted from its primary exchange, the Company reserves the right to Close Out the Client's CFD position at the last traded price, or at zero if the asset is deemed worthless.

13.4.2. **Insolvency:** If the issuer of the Underlying Asset becomes insolvent, files for bankruptcy, or is placed under administration, the Company may Close Out the CFD position. The closing price may be zero. The Client acknowledges that in such scenarios, liquidity often disappears, and execution at a favourable price is impossible.

13.5. Cryptocurrencies and Forks

13.5.1. **Hard Forks:** In the event of a "Hard Fork" in a cryptocurrency (where a blockchain splits into two), the Company has sole discretion to decide whether to support the new coin. (a) **No Obligation:** The Company is under no obligation to grant the Client the new coin generated by the fork. (b) **Suspension:** The Company reserves the right to suspend trading on the affected cryptocurrency CFD before, during, and after the fork to stabilize prices.

13.5.2. **Airdrops:** The Company does not support "Airdrops" (free distribution of tokens). The Client will not receive any tokens or cash adjustments related to Airdrops.

SECTION 14: API TRADING AND VPS TERMS

14.1. Application Programming Interface (API) License

14.1.1. **Grant of Access:** Upon request and subject to the Client meeting minimum equity requirements (as determined by the Company from time to time, e.g., USD 10,000), the Company may grant the Client access to its **FIX API** (Financial Information eXchange) or other proprietary APIs to connect their own trading algorithms directly to the Company's matching engine.

14.1.2. **No Technical Support:** The Client acknowledges that API integration is technical in nature and requires programming expertise. The Company provides the API documentation "as is" and offers **no technical support** for the Client's own code, software adaptation, or debugging.

14.1.3. **Conformance Testing:** Before trading via API in the Live Environment, the Client must successfully pass a "Conformance Test" in the Demo Environment to ensure their algorithm does not disrupt the Company's systems (e.g., by sending excessive messages or malformed orders).

14.2. Virtual Private Server (VPS) Hosting

14.2.1. **Service Provision:** The Company may offer a VPS hosting service (provided directly or by a third-party vendor such as BeeksFX or Equinix) to host the Client's trading terminals for low-latency execution.

14.2.2. **Liability Exclusion:** The Client acknowledges that the VPS is a third-party service. To the fullest extent permitted by law, the Company shall not be liable for: (a) Any downtime, reboot, power failure, or technical failure of the VPS; (b) Any loss of data, expert advisors, or trading configurations stored on the VPS; (c) Any trading losses resulting from the VPS disconnecting from the Trading Server or latency issues within the VPS environment.

14.2.3. **Access and Maintenance:** The Company reserves the right to reboot, maintain, or shut down the VPS with 24 hours' notice (or immediately in emergencies). The Client is responsible for ensuring their algorithms restart automatically after a reboot.

14.3. Connectivity and Latency

14.3.1. **No Guarantee:** The Company does not guarantee that the API or VPS connection will be uninterrupted or error-free. The Client accepts the risk that "Network Jitter," "Packet Loss," or internet routing issues between the Client's server and the Company's bridge may result in Slippage, Order Rejection, or partial fills.

14.3.2. **Kill Switch:** The Company reserves the absolute right to activate a "Kill Switch" to disconnect the Client's API session immediately and without notice if the Client's algorithm acts in a way that threatens the stability or integrity of the Trading Platform (e.g., infinite loops, message flooding, or erroneous order storms).

SECTION 15: INTELLECTUAL PROPERTY

15.1. Ownership

15.1.1. **Company IP:** The Client acknowledges that all Intellectual Property Rights in the Trading Platform, the Company's Website, the API, the pricing data, and any educational materials provided (collectively, the "**Company IP**") are owned by the Company or its licensors.

15.1.2. **No Transfer:** Nothing in this Agreement transfers ownership of any Company IP to the Client. The Client is granted a limited license to use the Company IP solely for the purpose of trading under this Agreement.

15.2. Restrictions

15.2.1. The Client shall not: (a) Use the Company's name, logo, or trademarks in any commercial manner without prior written consent; (b) Attempt to register any trademark or domain name similar to the Company's brand; (c) Misrepresent their relationship with the Company (e.g., claiming to be an employee or partner).

SECTION 16: CLIENT MONEY AND SAFEGUARDING

16.1. The Regulatory Firewall (UAE Restriction)

16.1.1. **Strict Prohibition on UEXO UAE:** The Client explicitly acknowledges, understands, and agrees that **UEXO Global Markets LLC (UEXO UAE)**, acting under a CMA Category 5 License: (a) Is strictly prohibited from receiving, holding, controlling, or handling Client Money or Client Assets in any form; and (b) Shall not accept cash, cheques, bank drafts, or wire transfers made out to "UEXO Global Markets LLC".

16.1.2. **Rejection of Funds:** Any attempt by the Client to transfer funds to a bank account held in the name of UEXO UAE will be rejected and returned to the source, less any banking charges incurred. UEXO UAE bears no liability for delays, costs, or losses resulting from such rejected transfers.

16.2. Custodianship by UEXO Mauritius

16.2.1. **Definition of Client Money:** "Client Money" means money received or held by **UEXO Mauritius** on behalf of the Client, which is required to be treated as client money under the Applicable Regulations (specifically the Mauritius FSC Rules).

16.2.2. **Funds Not Treated as Client Money:** The Client acknowledges that the following funds are **not** treated as Client Money: (a) Funds transferred to the Company's account which are immediately applied to meet a Margin obligation or settlement of a Transaction; (b) Profits or funds where the full title has been transferred to the Company under a **Title Transfer Collateral Arrangement (TTCA)** (applicable primarily to Professional Clients and Eligible Counterparties who have agreed to such arrangement).

16.3. Segregation and Banking

16.3.1. **Segregation:** UEXO Mauritius shall hold Client Money in segregated bank accounts, separate from the Company's own corporate funds, in accordance with the Mauritius FSC Client Asset Rules.

16.3.2. **Location of Funds:** Client Money may be held with credit institutions (banks), intermediate brokers, or payment service providers located in Mauritius, Cyprus, the EEA, or other reputable jurisdictions. The Client acknowledges that funds held outside Mauritius may be subject to the laws of that jurisdiction, which may differ from Mauritian law in the event of insolvency.

16.3.3. **Omnibus Accounts:** The Company may hold Client Money in **Omnibus Accounts** (pooled accounts) alongside the money of other clients. (a) **Risk:** In the event of the insolvency of the bank or custodian, Client Money will be distributed on a pro-rata basis. The Client may face a shortfall if the bank's assets are insufficient to cover all claims. (b) **No Liability:** The Company exercises due skill, care, and diligence in the selection of banks, but shall not be liable for the insolvency, acts, or omissions of any third-party bank or custodian.

16.4. Interest and Investment

16.4.1. **No Interest Paid:** The Client acknowledges and agrees that **no interest shall be paid** to the Client on funds held in the Client Account, regardless of the interest rates prevailing in the market.

16.4.2. **Company Retention:** Any interest earned on Client Money held in segregated bank accounts shall be retained by the Company to cover administrative, banking, and regulatory costs.

16.5. Liens and Set-Off

16.5.1. **General Lien:** The Company shall have a general lien on all funds held by the Company or its Associates (including UXO Cyprus) on the Client's behalf until the satisfaction of all the Client's obligations.

16.5.2. **Right of Set-Off:** To the fullest extent permitted by law, UEXO Mauritius may set off any amounts owed by the Client (e.g., negative balances, unpaid fees, chargeback costs) against any funds held for the Client in any Account.

SECTION 17: FUNDING AND WITHDRAWALS

17.1. Role of UXO Services Ltd (Cyprus)

17.1.1. The Client acknowledges that **UXO Services Ltd (Cyprus)** acts as the designated Payment Agent and processor for the UEXO Group. 17.1.2. Credit card transactions and certain wire transfers may appear on the Client's bank statement as "UXO Services Ltd" or similar. This operational arrangement does not alter the fact that the contractual counterparty for trading and custody is UEXO Mauritius.

17.2. Deposits (Funding)

17.2.1. **Accepted Methods:** Deposits may be made via: (a) Bank Wire Transfer; (b) Credit/Debit Cards (Visa/Mastercard); (c) Electronic Wallets (e.g., Skrill, Neteller); or (d) Any other method accepted by the Company from time to time via the Client Portal.

17.2.2. **No Cash:** The Company strictly **does not accept cash deposits** or cheques. Any cash deposits will be rejected.

17.2.3. **Third-Party Payment Ban:** Deposits must be made from an account or card held in the **Client's own name**. The Company strictly rejects third-party payments (e.g., from a friend, relative, or business partner). (a) If a third-party deposit is identified, it will be returned to the source. (b) The Client Account may be frozen pending an AML investigation. (c) The Client shall be liable for all banking and administrative costs associated with returning third-party funds.

17.3. Withdrawals

17.3.1. **Request Procedure:** The Client may request a withdrawal of Available Margin (Free Margin) at any time via the Client Portal. Withdrawals cannot be processed via email or phone.

17.3.2. **"Return to Source" Policy (AML):** To comply with Anti-Money Laundering regulations, the Company strictly applies a "Return to Source" hierarchy: (a) **Credit Cards:** Withdrawal amounts up to the total deposited amount via credit card must be refunded to the *same* credit card first. (b) **Wire Transfer/E-Wallets:** Only profits or amounts exceeding the initial credit card deposit may be withdrawn via Bank Wire or E-Wallet.

17.3.3. **Processing Time:** The Company aims to process valid withdrawal requests within **1 to 3 Business Days**. However, the Client acknowledges that: (a) The time for funds to reach the Client's account depends on the banking system (typically 3-7 days for international wires); (b) The Company is not responsible for delays caused by intermediary banks or the Client's own bank.

17.3.4. **Right to Withhold:** The Company reserves the right to withhold or delay a withdrawal if: (a) The Client has Open Positions and the withdrawal would reduce Margin below the required level; (b) The Company reasonably suspects fraud, money laundering, or market abuse; (c) There is an unresolved dispute or chargeback claim; or (d) The Client has failed to provide updated KYC documents upon request.

17.4. Currency Conversion

17.4.1. If the Client deposits or withdraws funds in a currency different from the Currency of the Account (Base Currency), the Company (or the bank/processor) will

convert the funds at the prevailing market exchange rate. 17.4.2. The Client bears all risks associated with exchange rate fluctuations and conversion fees charged by the Payment Agent or intermediary banks.

17.5. Chargebacks and Fraud

17.5.1. **Irrevocable Payments:** The Client agrees that all deposits are final and irrevocable. The performance of Trading Services (execution of orders) begins immediately upon the funding of the Account.

17.5.2. **Prohibition:** The Client expressly agrees **not** to initiate a chargeback or payment dispute with their bank or card issuer for any reason related to trading losses, market conditions, or dissatisfaction with Services.

17.5.3. **Consequences:** In the event of a chargeback: (a) The Company reserves the right to immediately block the Client Account and all associated Accounts; (b) Any "chargeback" amount will be considered a debt owed to the Company; (c) The Client expressly authorises the Company to debit any remaining Balance to cover the disputed amount and associated administrative costs/penalties; (d) The Company reserves the right to report the Client to fraud prevention agencies and pursue legal action for recovery.

SECTION 18: FEES, COSTS, AND COMMISSIONS

18.1. Trading Costs

18.1.1. **Client Obligation:** The Client agrees to pay all applicable costs, charges, fees, and commissions associated with the Services, as detailed in the Contract Specifications or on the Company's Website.

18.1.2. **Types of Costs:** The costs payable by the Client may include, but are not limited to: (a) **Spreads:** The difference between the Bid and Ask price of an Instrument. The Company may apply a mark-up to the raw spread received from Liquidity Providers; (b) **Commissions:** A fixed fee charged per Lot or per Transaction, typically applicable to ECN or Raw Spread Accounts; (c) **Swaps/Rollover Fees:** Overnight financing charges for holding Open Positions past a specified time (e.g., 23:59 Server Time); (d) **Conversion Fees:** Fees charged for converting profits, losses, or deposits into the Currency of the Account; (e) **Transfer Fees:** Fees charged by banks, payment processors, or the Company for depositing or withdrawing funds.

18.1.3. **Right to Amend:** The Company reserves the right to amend its fee structure, Spreads, and Swaps at any time without prior notice, based on market conditions and Liquidity Provider terms. Continued trading after such changes constitutes acceptance.

18.2. Dormancy and Administration Fees

18.2.1. **Dormancy Fee:** If the Client Account remains inactive (no trading activity) for a period of **six (6) consecutive months**, the Company reserves the right to charge a monthly **Dormant Account Fee** (e.g., USD 10 or equivalent) to cover maintenance, compliance, and administrative costs. This fee will be deducted directly from the Account Balance.

18.2.2. **Maintenance Fee:** The Company reserves the right to charge a monthly maintenance fee on Accounts that do not meet minimum activity thresholds, provided such fee is disclosed on the Website.

18.3. Third-Party Payments and Inducements

18.3.1. **Inducements:** The Client acknowledges that the Company may pay a fee, commission, or non-monetary benefit (Inducement) to a third party (such as a Business Introducer, Affiliate, or UEXO UAE) for introducing the Client to the Company. 18.3.2.

Disclosure: Upon the Client's written request, the Company will disclose the nature and amount of any Inducement paid to a third party in relation to the Client's Account, in accordance with Applicable Regulations.

SECTION 19: TAXATION AND REPORTING OBLIGATIONS

19.1. Client Tax Indemnity

19.1.1. **Sole Responsibility:** The Client acknowledges and agrees that they are solely responsible for calculating, reporting, and paying all taxes, duties, levies, imposts, and withholdings ("Taxes") arising from their trading activity in their jurisdiction of tax residence, citizenship, or domicile.

19.1.2. **No Tax Advice:** The UEXO Group does not provide tax advice. The Client represents that they have sought independent tax advice regarding the implications of trading CFDs and other financial instruments.

19.1.3. **Indemnity:** The Client hereby agrees to indemnify and hold the UEXO Group harmless from and against any and all liability, loss, penalty, or expense caused by the Client's failure to pay such Taxes or failure to report such income to the relevant tax authorities.

19.1.4. **No Deductions:** Unless expressly required by Applicable Regulations (e.g., Mauritius tax laws or US Withholding Tax on dividends), the Company shall not deduct tax from the Client's profits.

19.2. FATCA (Foreign Account Tax Compliance Act)

19.2.1. **Compliance:** The Client acknowledges that UEXO Mauritius is a Reporting Financial Institution under the intergovernmental agreement between Mauritius and the United States regarding FATCA.

19.2.2. **US Indicia:** If the Client exhibits "US Indicia" (e.g., US place of birth, US residential or mailing address, US phone number, standing instructions to transfer funds to a US account), the Company is legally obliged to request specific tax forms (e.g., IRS Form W-9 or W-8BEN) to determine the Client's status.

19.2.3. **Reporting:** The Client acknowledges that if they are determined to be a "Specified US Person," the Company is required to report details of their Account (including Name, Address, TIN, Account Balance, and Gross Proceeds) to the Mauritius Revenue Authority (MRA), which will automatically exchange this information with the US Internal Revenue Service (IRS).

19.2.4. **Withholding:** The Company reserves the right to withhold 30% tax on US-source income (or gross proceeds) if the Client fails to provide the necessary FATCA documentation or is deemed a "Recalcitrant Account Holder."

19.3. CRS (Common Reporting Standard)

19.3.1. **Global Exchange:** The Client acknowledges that under the Common Reporting Standard (CRS) regime, the Company is required to identify the tax residency of all account holders.

19.3.2. **Self-Certification:** The Client represents and warrants that the Tax Residency Self-Certification provided in the Account Application Form is true, accurate, and complete. The Client undertakes to notify the Company within **thirty (30) days** of any change in circumstances that affects their tax residency status.

19.3.3. **Automatic Exchange:** If the Client is tax resident in a CRS Participating Jurisdiction (outside Mauritius), the Company will report the Client's financial account information (including Identity, Tax Reference Number, Account Balance, and Sales Proceeds) to the MRA. The MRA will, in turn, automatically exchange this data with the tax authority of the Client's country of residence.

19.4. Data Protection Waiver for Tax Purposes

19.4.1. The Client hereby expressly consents to the processing, disclosure, and transfer of their personal and financial data to relevant tax authorities (including the MRA, IRS, and foreign tax bodies) for the specific purpose of complying with FATCA, CRS, and other automatic exchange of information treaties. The Client waives any conflicting data protection rights solely to the extent necessary to permit such mandatory reporting.

SECTION 20: LIMITATION OF LIABILITY

20.1. General Limitation (The "Execution-Only" Defense)

20.1.1. No Liability for Trading Losses: The Client acknowledges that trading CFDs involves a high degree of risk. To the fullest extent permitted by Applicable Regulations, the UEXO Group (including UEXO Mauritius, UEXO UAE, and UXO Cyprus) shall not be liable for any losses, damages, costs, or expenses suffered by the Client arising from: (a) Market fluctuations, volatility, or adverse price movements; (b) The Client's trading decisions, Orders, Instructions, or failure to monitor positions; (c) Reliance on any general market information, research, signals, or analysis provided by the Company or its employees; (d) Slippage, Gapping, or execution delays caused by market conditions, liquidity shortages, or connectivity issues; (e) The acts or omissions of any third party (e.g., Liquidity Providers, banks, payment processors, custodians), provided the Company exercised due skill and care in their selection.

20.1.2. Exclusion of Indirect Loss: Under no circumstances shall the Company be liable for any consequential, indirect, incidental, punitive, or special damages, including but not limited to loss of profit, loss of opportunity, loss of goodwill, loss of anticipated savings, or reputational damage, regardless of whether such damages were foreseeable or the Company was advised of the possibility of such damages.

20.1.3. Negligence Standard: The Company's liability shall be strictly limited to direct losses arising solely and directly from the Company's **gross negligence, wilful default, or fraud**. The Company shall not be liable for simple negligence, clerical errors, or inadvertent omissions.

20.2. Specific Exclusion of Liability for UEXO UAE (The "Introducer Shield")

20.2.1. The Client explicitly acknowledges and agrees that **UEXO Global Markets LLC (UEXO UAE)** acts solely as an Introducer and Promoter under a CMA Category 5 license.

20.2.2. Total Exclusion: UEXO UAE, its directors, officers, employees, and agents shall have **no liability whatsoever** to the Client for: (a) The execution, clearing, settlement, pricing, or valuation of any Transaction (which is the sole responsibility of UEXO Mauritius); (b) The safety, segregation, return, or handling of Client Money (which is the sole responsibility of UEXO Mauritius); (c) Any technical failure, downtime, or error of the Electronic Trading Platform; (d) Any investment advice allegedly given by UEXO UAE staff (as such advice is strictly prohibited and ultra vires).

20.2.3. Sole Recourse: The Client agrees that any legal action, claim, or dispute regarding Trading Services, Client Money, or Account conduct must be directed solely against **UEXO Mauritius** as the contractual counterparty.

20.3. Technical Liability

20.3.1. **No Warranty:** The Company does not warrant that the Services, the Website, or the Electronic Trading Platform will be uninterrupted, error-free, or free from viruses.

20.3.2. **Communication Failures:** The Company shall not be liable for any loss arising from the failure of communication systems, including email delivery failures, SMS delays, or the inability to access the Client Portal.

SECTION 21: INDEMNITY

21.1. Client Indemnity

21.1.1. The Client hereby agrees to indemnify, defend, and hold harmless the UEXO Group (including UEXO UAE, UEXO Mauritius, and UXO Cyprus) and their respective directors, officers, employees, agents, and Affiliates from and against any and all liabilities, losses, damages, costs, penalties, fines, and expenses (including reasonable legal fees) arising directly or indirectly from: (a) Any breach by the Client of any representation, warranty, covenant, or term of this Agreement; (b) Any false, inaccurate, or misleading information provided by the Client during the Application process or thereafter; (c) Any Prohibited Practice, Market Abuse, fraud, or illegal activity committed by the Client or via the Client's Account; (d) Any third-party claim arising from the Client's use of the Account or Access Codes; (e) The enforcement of the Company's rights under this Agreement (e.g., debt collection costs).

21.1.2. **Survival:** This indemnity shall survive the termination of this Agreement and the closure of the Client Account.

SECTION 22: EVENTS OF DEFAULT

22.1. Definition of Event of Default

22.1.1. Each of the following constitutes an "**Event of Default**": (a) **Failure to Pay:** The Client fails to pay any Margin, deposit, fee, negative balance, or other sum due under this Agreement immediately when required. (b) **Breach of Agreement:** The Client fails to perform any obligation or covenant under this Agreement or violates any restriction (e.g., Intellectual Property restrictions). (c) **Misrepresentation:** It is determined that any representation or warranty made by the Client (e.g., regarding identity, eligibility, or source of funds) was false or misleading. (d) **Insolvency/Death:** The Client (if an individual) dies, becomes of unsound mind, or is declared bankrupt; or (if a legal entity) becomes insolvent, enters liquidation, receivership, or administration. (e) **Prohibited Trading:** The Company reasonably suspects the Client is involved in Money

Laundering, Arbitrage, Market Manipulation, or other Prohibited Practices defined in Section 12. (f) **Regulatory Requirement:** Termination or suspension is required by a competent regulatory authority (e.g., FSC, CMA), court order, or applicable law. (g) **Material Adverse Change:** Any event occurs which, in the Company's reasonable opinion, has a material adverse effect on the Client's ability to perform their obligations.

22.2. Rights Upon Default

22.2.1. Upon the occurrence of an Event of Default, the Company may, at its absolute discretion and without prior notice to the Client, take any or all of the following actions: (a) **Close Out:** Immediately close any or all Open Positions at current market prices; (b) **Cancel Orders:** Cancel any pending Orders, Instructions, or unexecuted portions thereof; (c) **Freeze Account:** Suspend the Client's access to the Trading Platform, disable Access Codes, and freeze all funds; (d) **Set-Off:** Apply any funds in the Account (or any other account of the Client) to satisfy amounts owed to the Company; (e) **Convert Currency:** Convert any currency in the Account into the Base Currency at a rate determined by the Company to satisfy debts; (f) **Terminate:** Terminate this Agreement with immediate effect.

22.2.2. **No Liability:** The Company shall not be liable for any loss or damage arising from the exercise of its rights under this Section, provided it acts in good faith.

SECTION 23: TERMINATION

23.1. Termination by the Client

23.1.1. **Right to Terminate:** The Client may terminate this Agreement at any time by giving written notice to the Company via the Client Portal or registered email. 23.1.2. **Conditions Precedent:** Termination by the Client shall only be effective if: (a) The Client has no Open Positions; (b) The Client has no outstanding liabilities, debts, or negative balances owed to the Company; and (c) The Client has provided instructions for the withdrawal of any remaining Balance. 23.1.3. **Effective Date:** Termination will take effect **three (3) Business Days** after the Company acknowledges receipt of the valid termination notice, provided all conditions in Clause 23.1.2 are met.

23.2. Termination by the Company

23.2.1. **Notice:** The Company may terminate this Agreement at any time by giving the Client at least **five (5) Business Days'** written notice, without being obliged to provide a reason for such termination. 23.2.2. **Immediate Termination:** The Company may terminate this Agreement **immediately** without notice upon the occurrence of an **Event of Default**, a **Force Majeure Event**, or if required by a competent Regulatory Authority.

23.3. Consequences of Termination

23.3.1. **Accelerated Payment:** Upon termination, all amounts payable by the Client to the Company (including fees, charges, and losses) shall become immediately due and payable. 23.3.2. **Closure of Positions:** The Company shall have the right to Close Out any Open Positions at current market prices. The Company shall not be liable for any loss arising from the timing of such closure. 23.3.3. **Remittance of Funds:** Subject to the Company's right of Set-Off and AML verification, the Company shall remit the available Balance to the Client's verified bank account within **ten (10) Business Days** of termination. 23.3.4. **Access Revocation:** The Client's access to the Electronic Trading Platform and Client Portal shall be revoked. 23.3.5. **Survival:** The termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination. Specifically, Sections 19 (Indemnity), 20 (Liability), 24 (Complaints), and 25 (Governing Law) shall survive termination.

SECTION 24: COMPLAINTS HANDLING PROCEDURES

24.1. Definition of Complaint

24.1.1. A "Complaint" is defined as any expression of dissatisfaction by the Client regarding the provision of Services, the execution of Orders, or the handling of Client Money, where the Client alleges that they have suffered financial loss, material distress, or material inconvenience.

24.2. Internal Complaint Resolution Process

24.2.1. **Submission:** If the Client has a Complaint, they must submit it in writing to the **Compliance Department** via email (e.g., *compliance@uexo.com*) or via the formal "Complaint Form" on the Website. Complaints made via live chat or social media are not considered formal Complaints. 24.2.2. **Required Information:** The Complaint must include: (a) The Client's full name and Account Number; (b) A detailed description of the issue (including dates, times, and Order IDs); (c) The specific clause of this Agreement alleged to have been breached; and (d) The quantum of loss claimed and supporting evidence (e.g., screenshots, logs). 24.2.3. **Acknowledgment:** The Company will acknowledge receipt of the Complaint within **five (5) Business Days**. 24.2.4. **Investigation:** The Compliance Department will conduct an impartial investigation, reviewing trading logs, server data, and communications. The Client agrees to cooperate fully with any investigation. 24.2.5. **Final Response:** The Company aims to provide a **Final Response Letter** within **thirty (30) days** of receipt. If the investigation requires more time, the Company will inform the Client of the delay. 24.2.6.

Transmission of Complaints: If the Client submits a trading-related complaint to UEXO UAE, UEXO UAE acts solely as a messenger to transmit such complaint to the Compliance Department of UEXO Mauritius. UEXO UAE bears no liability for the investigation, outcome, or resolution of trading disputes.

24.3. Regulatory Escalation

24.3.1. **Mauritius (Trading Disputes):** If the Client is a **Retail Client** and is dissatisfied with the Final Response regarding Trading Services or Client Money, they may be entitled to refer the matter to the **Financial Services Commission (FSC)** of Mauritius or the relevant Ombudsman in Mauritius, subject to eligibility criteria. 24.3.2. **UAE (Marketing Disputes):** If the Complaint relates specifically to the marketing conduct, promotion, or introductory services provided by **UEXO UAE**, the Client may refer the matter to the **UAE Capital Market Authority (CMA)**. 24.3.3. **Limitation:** The Client acknowledges that regulatory bodies generally do not adjudicate commercial disputes regarding trading losses caused by market movements.

SECTION 25: DISPUTE RESOLUTION AND ARBITRATION

25.1. Amicable Settlement (Cooling-Off Period)

25.1.1. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement (a "**Dispute**"), the Party raising the Dispute must serve a written **Dispute Notice** on the other Party. 25.1.2. The Parties agree to observe a mandatory "**Cooling-Off Period**" of **thirty (30) calendar days** from the date of the Dispute Notice, during which they shall attempt in good faith to resolve the Dispute amicably through negotiation between senior representatives. No arbitration or legal proceedings may be commenced during this period (except for urgent injunctive relief).

25.2. Arbitration Agreement

25.2.1. **Submission:** If the Dispute is not resolved within the Cooling-Off Period, it shall be referred to and finally resolved by **arbitration** under the rules of the **Mauritius International Arbitration Centre (MIAC)** (the "**Rules**"), which Rules are deemed to be incorporated by reference into this clause. 25.2.2. **Seat:** The legal seat and place of arbitration shall be **Port Louis, Republic of Mauritius**. 25.2.3. **Language:** The language of the arbitration shall be **English**. 25.2.4. **Tribunal:** The Dispute shall be decided by a **sole arbitrator** appointed in accordance with the Rules, unless the claim value exceeds USD 1,000,000, in which case it shall be decided by a tribunal of three arbitrators. 25.2.5. **Finality:** The award of the arbitrator shall be final and binding upon both Parties. The Parties undertake to carry out the award without delay and waive their right to any form of recourse insofar as such waiver can validly be made.

25.3. Waiver of Class Actions

25.3.1. **Individual Capacity:** The Client agrees that any arbitration or legal proceeding shall be conducted in their individual capacity only and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding.

25.3.2. **Waiver:** To the fullest extent permitted by applicable law, the Client explicitly waives any right to participate in a **Class Action** lawsuit against the UEXO Group.

25.4. Governing Law

25.4.1. **Principal Law:** This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the **Laws of the Republic of Mauritius**. 25.4.2. **Regulatory Precedence:** Notwithstanding the above, the marketing and promotional activities conducted by UEXO UAE shall be subject to the laws and regulations of the **United Arab Emirates** (specifically the CMA Rulebook).

SECTION 26: GENERAL PROVISIONS

26.1. Notices and Communications

26.1.1. **Method of Service:** Any notice, instruction, request, demand, or other communication to be given to the Company by the Client under this Agreement shall be in writing and shall be sent to the Company's registered address or official email address as specified on the Website (or to any other address which the Company may from time to time specify to the Client for this purpose) by: (a) **Email:** To the official support (*support@uexo.com*) or compliance (*compliance@uexo.com*) email addresses; (b) **Registered Post:** If posted in Mauritius, by registered mail with return receipt requested; or (c) **Courier:** If posted outside Mauritius, by a recognized international commercial courier service (e.g., DHL, FedEx, UPS).

26.1.2. **Deemed Receipt:** Any notice or other communication sent by the Client shall be deemed to have been received by the Company only when actually received, opened, and acknowledged by an authorized officer of the Company during normal Business Hours. Automatic read receipts do not constitute acknowledgment.

26.1.3. **Notices to the Client:** The Company may communicate with the Client via: (a) Email to the address provided on the Account Application Form; (b) Internal Mail or pop-up notification within the Electronic Trading Platform; (c) Posting a notification on the Company's Website (for general amendments); or (d) Secure message within the Client Portal.

26.1.4. **Time of Receipt (Client):** Notices sent to the Client shall be deemed received and effective: (a) If by email or Platform message: **Immediately** upon transmission or posting; (b) If by post: **Seven (7) Business Days** after posting; (c) If by courier: Upon signing of the delivery receipt; (d) If via Website: One (1) hour after publication.

26.1.5. **Language of Communication:** All notices, instructions, and communications shall be in the **English language**. In the event of any dispute regarding the interpretation of a notice, the English version shall prevail over any translation provided for convenience.

26.2. Waiver and Cumulative Remedies

26.2.1. **No Implied Waiver:** No failure, delay, or forbearance by the Company in exercising any right, power, privilege, or remedy under this Agreement or provided by Applicable Regulations shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, privilege, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege, or remedy.

26.2.2. **Written Requirement:** Any waiver by the Company of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision. A waiver shall only be effective if it is in writing, specifically identifies the breach being waived, and is signed by a duly authorized director of the Company.

26.2.3. **Cumulative Rights:** The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law, equity, or custom.

26.3. Severability and Illegality

26.3.1. **Severance:** If any provision or part of a provision of this Agreement is found by any court, tribunal, arbitrator, or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in full force and effect.

26.3.2. **Modification:** If any invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

26.3.3. **Regulatory Override:** In the event that any term of this Agreement is inconsistent with a mandatory requirement set by the Mauritius FSC or UAE CMA (as applicable to the relevant entity), the regulatory requirement shall prevail, and this Agreement shall be deemed automatically amended to comply with such requirement to the minimum extent necessary.

26.4. Assignment and Transfer

26.4.1. **Company Rights:** The Company may at any time assign, transfer, charge, subcontract, novate, or deal in any other manner with all or any of its rights or obligations under this Agreement to any Affiliate or third party (including in the context of a merger, acquisition, consolidation, or sale of assets). The Client hereby gives their prior consent to such assignment and agrees to enter into any documents necessary to give effect to it.

26.4.2. **Client Restrictions:** The Client shall not assign, transfer, charge, or deal in any other manner with all or any of their rights or obligations under this Agreement without the prior written consent of the Company. Any purported assignment by the Client without such consent shall be null and void ab initio.

26.5. Rights of Third Parties

26.5.1. **Exclusion:** Except for the UEXO Group entities (UEXO UAE, UEXO Mauritius, UXO Cyprus) and their respective officers, directors, employees, and agents (who are intended beneficiaries of the indemnity and liability exclusion clauses), a person who is not a party to this Agreement has no right under contract law or statute to enforce any term of this Agreement.

26.6. Record Keeping and Recording

26.6.1. **Telephone Recording:** The Client acknowledges and agrees that the Company may record telephone conversations and electronic communications (including email, chat, and instant messaging) between the Client and the Company without the use of a warning tone. These recordings shall be the sole property of the Company and constitutes conclusive evidence of the Instructions or conversations recorded.

26.6.2. **Retention Period:** In accordance with Applicable Regulations, the Company will retain Client records, KYC documents, and trading history for a minimum period of **seven (7) years** following the termination of the business relationship.

26.7. Entire Agreement

26.7.1. This Agreement, together with the Schedules, Appendices, Account Application Form, and any other documents incorporated by reference (such as the Order Execution Policy and Risk Disclosure Notice), constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels, and nullifies any previous agreement, understanding, negotiation, or representation between the Parties relating to such matters.

26.7.2. The Client acknowledges that in entering into this Agreement, they have not relied on any representation, warranty, collateral contract, or other assurance (except

those expressly set out in this Agreement) made by or on behalf of the Company before the date of this Agreement.

26.8. Amendments

26.8.1. **Right to Amend:** The Company reserves the right to amend, alter, modify, or supplement this Agreement at any time. 26.8.2. **Notice:** Notice of amendments will be provided to the Client via email or by posting the updated Agreement on the Website.

26.8.3. **Acceptance:** Continued use of the Services or the Electronic Trading Platform by the Client after the effective date of the amendments shall constitute conclusive acceptance of the amended Agreement.

SECTION 27: GOVERNING LAW AND JURISDICTION

27.1. Governing Law

27.1.1. **Principal Law (Trading & Custody):** This Agreement, the relationship between the Client and **UEXO Mauritius** (including but not limited to the execution of trades, custody of funds, and margin obligations), and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the **Laws of the Republic of Mauritius**.

27.1.2. **Subsidiary Law (Introduction & Promotion):** Notwithstanding Clause 27.1.1, the marketing, promotional, and introductory activities conducted by **UEXO UAE** within the United Arab Emirates shall be subject to the federal laws of the **United Arab Emirates** and the specific regulations of the **UAE Capital Market Authority (CMA)** (formerly SCA).

27.2. Jurisdiction

27.2.1. **Exclusive Jurisdiction:** Subject to the Arbitration Clause (Section 25), the Client irrevocably agrees that the courts of the **Republic of Mauritius** shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

27.2.2. **Waiver of Objection:** The Client irrevocably waives, to the fullest extent permitted by Applicable Law, any objection to the allocation of disputes set out in this Clause. The Client specifically agrees that they shall not name UEXO Global Markets LLC (UAE) as a defendant in any legal proceeding regarding Trading Services, execution quality, or investment losses, acknowledging that the UAE entity is not a party to the trading relationship.

27.2.3. **Enforcement:** Nothing in this clause shall limit the right of the Company to take proceedings against the Client in any other court of competent jurisdiction (e.g., the

courts of the Client's country of residence or domicile) for the purpose of enforcing a judgment or recovering a debt owed by the Client. The taking of proceedings in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

27.3. Service of Process

27.3.1. **Agent for Service:** If the Client is not resident in Mauritius, the Company may require the Client to appoint an agent for service of process in Mauritius. If the Client fails to do so, the Company may appoint an agent on behalf of the Client and at the Client's expense.

27.3.2. **Electronic Service:** To the fullest extent permitted by law, the Client consents to the service of any legal process, summons, or notice of arbitration by email to the email address provided in the Account Application Form.

SCHEDULE A: RISK DISCLOSURE NOTICE

A.1. General Risk Warning

A.1.1. **High Risk Investment:** This notice is provided in compliance with the Applicable Regulations of the Mauritius Financial Services Commission (FSC) and the UAE Capital Market Authority (CMA) Category 5 standards. It cannot and does not disclose all the risks and other significant aspects of leveraged trading. You should not deal in Contracts for Difference (CFDs) unless you understand their nature and the extent of your exposure to risk.

A.1.2. **Speculative Nature:** CFDs and Forex are complex financial instruments and come with a high risk of losing money rapidly due to leverage. A significant percentage of retail investor accounts lose money when trading CFDs. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

A.2. Leverage (Gearing) Risk

A.2.1. **Magnified Losses:** Trading on margin involves leverage. This means that a relatively small movement in the price of the Underlying Asset can lead to a proportionately larger movement in the value of your Position. (a) **Positive Effect:** If the market moves in your favour, leverage can magnify your profits. (b) **Negative Effect:** If the market moves against you, leverage can magnify your losses, potentially leading to the total loss of your deposited capital.

A.3. Principal-to-Principal Risk (Counterparty Risk)

A.3.1. **Execution Venue: UEXO Mauritius** acts as the **Principal Counterparty** to your trades. You are entering into a contract with the Company, not trading on a regulated exchange. This exposes you to **Counterparty Risk**—the risk that the Company may be unable to fulfil its financial obligations to you due to insolvency or default.

A.4. Volatility and Slippage

A.4.1. **Market Conditions:** Financial markets can be highly volatile. The prices of Instruments may fluctuate rapidly and over wide ranges due to unforeseen events, economic announcements, or changes in conditions, none of which can be controlled by the Client or the Company.

A.4.2. **Slippage:** Orders may not be executed at the declared price. Slippage can occur when the market moves ("gaps") during the execution process. You may get filled at a worse price than requested (Negative Slippage).

A.4.3. **Liquidity Risk:** Under certain market conditions (e.g., thin liquidity during holidays or extreme volatility), it may be difficult or impossible to liquidate a position at a reasonable price, or at all.

A.5. Technology and Internet Risk

A.5.1. **System Failure:** Trading online carries inherent risks associated with system failures, hardware malfunctions, software errors, or internet connectivity issues. The Company is not responsible for communication failures, distortions, or delays when trading via the Internet.

SCHEDULE B: CONFLICTS OF INTEREST POLICY (SUMMARY)

B.1. Identification of Conflicts

B.1.1. The UEXO Group acknowledges that conflicts of interest may arise between the Company and the Client, or between the Client and other clients. Potential conflicts include: (a) **Principal Model:** UEXO Mauritius acts as the Counterparty to your trades. Therefore, the Company may profit when you lose money (and vice versa) on certain trades where the risk is not fully hedged with an external Liquidity Provider. (b) **Pricing:** The Company sets the Bid and Ask prices. These prices may contain mark-ups embedded in the Spread. (c) **Inducements:** UEXO Mauritius may pay introduction fees to UEXO UAE or other Business Introducers based on your trading volume.

B.2. Management of Conflicts

B.2.1. The Company manages these conflicts through: (a) **Segregation of Duties:** Separation of the Dealing Desk from the Client Support and Compliance departments.

(b) **Remuneration Policies:** Staff are not remunerated solely based on client trading losses. (c) **Best Execution:** Implementing automated execution logic to ensure fairness and adherence to the Order Execution Policy. (d) **Disclosure:** Transparently disclosing the nature of our execution model as "Execution-Only" and "Dealing on Own Account."

B.3. Client Consent

B.3.1. By signing this Agreement, you consent to the Company acting as Principal and dealing with you despite the existence of such conflicts.

SCHEDULE C: PRIVACY AND DATA PROTECTION POLICY

C.1. Introduction

C.1.1. This Privacy Policy forms an integral part of the Master Client Services Agreement. It details how the UEXO Group collects, processes, stores, and shares the Client's personal data.

C.1.2. The UEXO Group is committed to protecting the privacy and security of the Client's personal information in accordance with the **Mauritius Data Protection Act 2017**, the **UAE Federal Decree-Law No. 45 of 2021**, and the **General Data Protection Regulation (GDPR)** where applicable.

C.2. Data Collection

C.2.1. The Company collects the following categories of data: (a) **Identity Data:** Name, date of birth, passport/ID details, photograph. (b) **Contact Data:** Residential address, email address, telephone numbers. (c) **Financial Data:** Annual income, net worth, source of funds, bank account details, tax identification numbers (TIN). (d) **Transaction Data:** Details of deposits, withdrawals, orders, and trading history. (e) **Technical Data:** IP address, device type, browser version, and login data used to access the Platform.

C.3. Purpose of Processing

C.3.1. The Company processes Client data for the following lawful purposes: (a) **Contract Performance:** To open the Account, execute Orders, and process payments. (b) **Legal Obligation:** To comply with AML/KYC laws, FATCA/CRS reporting, and regulatory audits. (c) **Legitimate Interest:** To detect fraud, prevent market abuse, and improve the Platform's security.

C.4. Data Sharing and International Transfers

C.4.1. **Intra-Group Transfer:** The Client explicitly acknowledges and consents to the transfer of their personal data between: (a) **UEXO Global Markets LLC (UAE):** For introductory, promotional, and customer support purposes. (b) **UEXO Global Ltd**

(Mauritius): For account administration, compliance, trading, and custody of funds. (c) **UXO Services Ltd (Cyprus):** For payment processing, chargeback handling, and administrative support.

C.4.2. **Cross-Border Transfer:** The Client acknowledges that their data may be transferred to and stored in jurisdictions outside of their country of residence (including Mauritius, the UAE, and the EEA). The Company agrees to implement appropriate safeguards (such as Standard Contractual Clauses) to ensure the security of such data.

C.4.3. **Third-Party Disclosure:** The Company may disclose Client data to: (a) **Regulators:** The FSC (Mauritius), CMA (UAE), and other competent authorities upon lawful request. (b) **Service Providers:** Banks, liquidity providers, IT support providers, and identity verification agencies. (c) **Professional Advisors:** Auditors, lawyers, and tax advisors.

C.5. Data Retention

C.5.1. The Company will retain Client data for the duration of the business relationship and for a minimum period of **seven (7) years** after the closure of the Account, as required by AML laws and limitation periods for legal claims.

C.6. Client Rights

C.6.1. Subject to Applicable Regulations, the Client has the right to: (a) Request access to their personal data (Subject Access Request); (b) Request correction of inaccurate data; (c) Request deletion of data ("Right to be Forgotten"), provided there is no legal obligation for the Company to retain it (e.g., for AML purposes); (d) Withdraw consent for marketing communications.

SCHEDULE D: ORDER EXECUTION POLICY (SUMMARY)

D.1. Execution Venue

D.1.1. **Principal Model:** For the purposes of this Agreement, **UEXO Global Ltd (UEXO Mauritius)** is the sole Execution Venue for the Client's Orders. The Client acknowledges that they are trading Over-The-Counter (OTC) with the Company and not on a regulated exchange.

D.2. Execution Factors

D.2.1. When executing Orders, the Company takes all reasonable steps to obtain the best possible result for the Client ("Best Execution"), taking into account the following factors in order of priority:

1. **Price:** The Company derives its prices from top-tier third-party liquidity providers but acts as the final price maker. The price is the most important factor.
2. **Costs:** Spreads, swaps, and commissions are transparently displayed on the Platform.
3. **Speed of Execution:** The Company strives for minimal latency but does not guarantee instant execution.
4. **Likelihood of Execution:** The Company may reject Orders if liquidity is insufficient to fill the requested volume.
5. **Size and Nature:** Large orders may be subject to partial fills or rejection if they exceed market depth.

D.3. Execution Criteria

D.3.1. **Slippage:** The Client acknowledges that the execution price may differ from the requested price (Slippage). The Company does not re-quote in Market Execution mode; the trade is filled at the next available price (VWAP) if the requested price is stale.

D.3.2. **Market Hours:** Orders can only be executed during the trading hours of the Underlying Asset. The Company reserves the right to widen spreads or suspend trading during the opening and closing of market sessions.

D.4. Specific Instructions

D.4.1. If the Client provides a specific instruction (e.g., a Limit Order price), the Company will execute the Order in accordance with that instruction. The Client acknowledges that specific instructions may prevent the Company from following its standard Best Execution steps.

D.5. System Failure

D.5.1. In the event of a system failure where the Electronic Trading Platform is inaccessible, the Company may accept Orders via telephone. In such cases, execution may be slower, and the Company cannot guarantee the price available at the moment the call was placed.

SCHEDULE E: PRODUCT SPECIFIC RISK WARNINGS

E.1. Contracts for Difference (CFDs) on Cryptocurrencies

E.1.1. **Underlying Nature:** Cryptocurrency CFDs allow the Client to trade on the price movement of digital assets (e.g., Bitcoin, Ethereum, Ripple) without owning the

underlying coin or token. The Client acknowledges that they have no right to the underlying coin and cannot use the CFD for payments or wallet transfers.

E.1.2. **Extreme Volatility:** Cryptocurrencies are subject to extreme price volatility, often driven by speculative trading, regulatory news, or technological developments. Price movements of 20% or more in a single day are not uncommon. This volatility can lead to rapid Margin Calls, Gapping, and Stop Outs, potentially resulting in the total loss of the deposited capital.

E.1.3. **Regulatory Risk:** The legal status of cryptocurrencies varies significantly by jurisdiction. Changes in law (e.g., a ban on crypto trading in the Client's country of residence or a crackdown on crypto exchanges) may force the Company to close the Client's positions immediately, potentially at a loss.

E.1.4. **Hard Forks:** As detailed in Section 13, the Company is **not obligated** to support "Forks" (blockchain splits). If a Fork occurs, the Company may suspend trading. The Client may not receive the new coin generated by the fork, and the price of the original coin may drop significantly.

E.1.5. **Liquidity Risk:** Cryptocurrency markets may become illiquid during periods of stress or over weekends. The Company may be unable to execute Orders at the requested price or at all.

E.2. CFDs on Shares (Equities)

E.2.1. **No Ownership Rights:** Trading Share CFDs does not give the Client any right to the underlying shares, voting rights, or attendance at shareholder meetings.

E.2.2. **Earnings and Corporate Events:** Share prices often gap significantly upon the release of quarterly earnings reports, profit warnings, or dividend announcements. If the Client holds a position through an earnings release, they are exposed to significant **Slippage risk**. Stop Loss orders may be ineffective during such gaps.

E.2.3. **Short Selling Restrictions:** In certain market conditions, regulators may ban short selling on specific equities. The Company reserves the right to close Short positions or reject new Short orders in compliance with such bans, potentially without prior notice.

E.3. CFDs on Futures (Indices, Commodities, Energy)

E.3.1. **Expiration:** Futures CFDs have a fixed expiration date. They do not roll over automatically unless the Company explicitly offers a specific "Cash" or "Rolling" contract.

E.3.2. **Expiry Settlement:** On the expiry date, all Open Positions will be automatically Closed Out at the last available market price. If the Client wishes to maintain their exposure, they must manually open a new position in the next contract month.

E.3.3. **Contango and Backwardation:** When rolling a position from one month to the next, the price of the new contract may be higher ("Contango") or lower ("Backwardation") than the expiring contract. This price difference will result in a debit or credit to the Client's Account, which may impact the overall Profit & Loss.

E.4. CFDs on Spot Metals (Gold, Silver, Platinum)

E.4.1. **Safe Haven Status:** Precious metals are often influenced by political stability, inflation data, and the value of the US Dollar. E.4.2. **Liquidity:** While Gold (XAU) is highly liquid, other metals like Palladium or Platinum may exhibit lower liquidity and wider spreads, increasing execution risk and costs.

SCHEDULE F: WEBSITE TERMS OF USE (SUMMARY)

F.1. Access Access to the Company's Website and Client Portal is permitted on a temporary basis. The Company reserves the right to withdraw or amend the service without notice.

F.2. No Reliance The content on the Website is provided for general information only. It is not intended to amount to advice on which the Client should rely.

F.3. Cookies The Website uses cookies to distinguish the Client from other users. By using the Website, the Client agrees to the Company's Cookie Policy.

EXECUTION AND ACKNOWLEDGEMENT

THIS IS A LEGALLY BINDING CONTRACT.

By signing below, or by clicking "**I Accept**", "**Agree**", or "**Submit**" on the online Account Application, the Client explicitly acknowledges, confirms, and agrees that:

1. **Read and Understood:** I have read, understood, and accepted the entire **Master Client Services Agreement**, including the **Risk Disclosure Notice**, **Order Execution Policy**, **Privacy Policy**, **Conflicts of Interest Policy**, and all other Schedules attached hereto.
2. **Role of UEXO UAE:** I specifically understand and accept that **UEXO Global Markets LLC (UAE)** acts solely as the **Introducer** and **Promoter** under a CMA

Category 5 License. I acknowledge that UEXO UAE **cannot and will not** hold my funds, handle my assets, or act as the counterparty to my trades.

3. **Role of UEXO Mauritius:** I understand and accept that **UEXO Global Ltd (Mauritius)** is my sole **Counterparty**, the **Custodian** of my funds, and the entity responsible for trade execution and account administration.
4. **Risk Acceptance:** I accept the high risks associated with trading CFDs and leveraged products, including the potential **loss of my entire deposit**. I confirm that I am financially able to bear such losses.
5. **Electronic Communication:** I consent to receive all notices, statements, contract notes, and regulatory disclosures electronically via the Client Portal, Trading Platform, or Email.
6. **Data Processing:** I consent to the processing and transfer of my personal data between UEXO UAE, UEXO Mauritius, and UXO Cyprus for the purposes of account opening, trading, and regulatory compliance.

EXECUTED AS A DEED BY THE CLIENT:

Client Name:

Client Signature:

Date: _____

ACCEPTED BY THE UEXO GROUP:

For and on behalf of UEXO GLOBAL LTD (Mauritius): *(Authorised Signatory)*

Name: Title: Director / Authorised Officer **Date:**

For and on behalf of UEXO GLOBAL MARKETS LLC (UAE) (As Introducer):
(Authorised Signatory)

Name: Title: General Manager / Authorised Officer **Date:**

[END OF AGREEMENT]