

## CLIENT AGREEMENT

UEXO LLC is a limited liability company incorporated and registered in Saint Vincent and the Grenadines under the Limited Liability Companies Act, with Formation No. 3574 LLC 2024. The registered office address is Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines.

### 1. GENERAL PROVISIONS AND INTERPRETATION

#### 1.1 Scope and Application

1.1.1 This Client Agreement (the “Agreement”) sets out the terms and conditions governing the provision by UEXO LLC (the “Company”) of trading and related services to the Client (the “Client”), including, without limitation, the opening, operation and maintenance of one or more accounts (each an “Account”), the execution of orders (each an “Order”), and all transactions (each a “Transaction”) entered into between the Parties.

1.1.2 This Agreement shall apply to all dealings between the Parties and shall prevail over any prior agreement, arrangement or understanding, whether oral or written, relating to the subject matter hereof.

1.1.3 Each Transaction entered into between the Parties shall be subject to, and form part of, this Agreement, and the Parties acknowledge and agree that this Agreement constitutes a single, unified master agreement, such that all Transactions are entered into in reliance upon the fact that this Agreement and all Transactions thereunder form a single agreement.

#### 1.2 Nature of Relationship

1.2.1 The Client acknowledges and agrees that the Company acts as principal in all Transactions and not as agent, fiduciary or advisor of the Client.

1.2.2 Nothing in this Agreement shall give rise to any fiduciary, advisory, or agency relationship between the Company and the Client, and the Client shall be solely responsible for all decisions relating to entering into, maintaining or closing any Position.

1.2.3 The Client confirms that it is acting as principal and not on behalf of any other person unless expressly disclosed in writing and accepted by the Company.

#### 1.3 Entire Agreement and Amendments

1.3.1 This Agreement, together with any schedules, annexes, policies or notices incorporated by reference, constitutes the entire agreement between the Parties.

1.3.2 The Company reserves the right to amend this Agreement at any time, and any such amendment shall become effective upon publication or notification to the Client, unless otherwise specified.

1.3.3 Continued use of the Account or services following such amendment shall constitute acceptance by the Client.

## **2. DEFINITIONS AND INTERPRETATION**

### **2.1 Definitions**

In this Agreement, unless the context otherwise requires:

2.1.1 “Account” means any account opened and maintained by the Company in the name of the Client, including any sub-accounts or internal ledger records maintained by the Company.

2.1.2 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the Company.

2.1.3 “Available Margin” means the amount of funds available to the Client for the purpose of entering into new Transactions or maintaining existing Positions, as determined by the Company in accordance with Clause 8.

2.1.4 “Business Day” means any day on which the Company is open for business, as determined by the Company in its sole discretion.

2.1.5 “Close-Out Value” means the value determined by the Company, acting reasonably and in good faith, to represent the economic value of any Position at the time of its termination.

2.1.6 “Error” means any error, omission, misquote, delay or inaccuracy in pricing, execution, communication or system operation, including any manifest or obvious error.

2.1.7 “Event of Default” has the meaning given in Clause 12.

2.1.8 “Liquidity Provider” means any third-party or internal counterparty used by the Company for the purpose of pricing or executing Transactions.

2.1.9 “Margin” means the collateral required by the Company to open and maintain Positions.

2.1.10 “Position” means any open Transaction or exposure.

2.1.11 “Transaction” means any executed Order.

### **2.2 Interpretation**

2.2.1 References to clauses are to clauses of this Agreement.

2.2.2 Headings are for convenience only and shall not affect interpretation.

2.2.3 Any reference to a statute or regulation includes any amendment or re-enactment thereof.

2.2.4 In the event of ambiguity, this Agreement shall be interpreted in a manner that preserves its commercial intent and enforceability.

## **2.3 Determinations and Discretion**

2.3.1 The Company shall have the right to make determinations in relation to:

- (a) pricing;
- (b) execution;
- (c) Margin requirements;
- (d) valuation of Positions;
- (e) classification of events as Errors or Market Disruptions.

2.3.2 Any such determination shall be made in good faith and shall, save in the case of manifest error, be final and binding upon the Client.

## **2.4 Records and Evidence**

2.4.1 The Company's records, including electronic records, trading platform logs, server data, and communications, shall constitute conclusive evidence of:

- (a) Orders placed;
- (b) Transactions executed;
- (c) prices applied;
- (d) account balances.

2.4.2 The Client agrees that it shall not rely on any records other than those of the Company in the event of a dispute.

## **3. REGULATORY STATUS AND CLIENT ACKNOWLEDGEMENTS**

### **3.1 Regulatory Status**

3.1.1 The Company is incorporated in Saint Vincent and the Grenadines and operates in accordance with the applicable laws of that jurisdiction.

3.1.2 The Client acknowledges that the Company is not subject to regulation equivalent to that imposed by regulatory authorities in Tier-1 jurisdictions.

### **3.2 Absence of Investor Protection**

3.2.1 The Client acknowledges and agrees that:

- (a) no investor compensation scheme applies;
- (b) no statutory protection of client funds exists beyond applicable law;
- (c) the Client bears the risk of insolvency of the Company.

### **3.3 Cross-Border Services**

3.3.1 The services provided under this Agreement may be offered on a cross-border basis.

3.3.2 The Client represents and warrants that:

- (a) it is permitted under the laws of its jurisdiction to enter into this Agreement;
- (b) it is solely responsible for compliance with any applicable laws or regulations.

### **3.4 Waiver of Regulatory Claims**

3.4.1 The Client irrevocably agrees that it shall not bring any claim against the Company based on:

- (a) the absence of regulation;
- (b) differences in regulatory frameworks;
- (c) the absence of investor protection schemes.

## **4. CLIENT REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **4.1 Representations**

The Client represents and warrants, on a continuing basis, that:

- 4.1.1 all information provided to the Company is true, accurate and complete;
- 4.1.2 the Client has full legal capacity and authority to enter into this Agreement;
- 4.1.3 the Client is acting as principal and not on behalf of any undisclosed third party;
- 4.1.4 all funds transferred to the Company are derived from lawful sources.

### **4.2 Continuing Nature**

4.2.1 The representations in Clause 4.1 shall be deemed to be repeated by the Client:

- (a) each time an Order is placed;
- (b) each time a Transaction is entered into;
- (c) each time funds are deposited or withdrawn.

#### **4.3 Breach**

4.3.1 If the Client breaches any representation or warranty, the Company may, without prejudice to any other rights:

- (a) suspend or terminate the Account;
- (b) cancel or reverse Transactions;
- (c) refuse to execute Orders;
- (d) retain or withhold funds.

### **5. RISK DISCLOSURE AND CLIENT ACKNOWLEDGEMENT**

#### **5.1 General Risk**

5.1.1 The Client acknowledges that trading in leveraged products involves a high degree of risk and may result in losses exceeding the initial investment.

#### **5.2 Market Risk**

5.2.1 The Client acknowledges that market prices may be volatile and subject to sudden fluctuations.

#### **5.3 Execution Risk**

5.3.1 The Client acknowledges that Orders may be executed at prices different from those requested due to market conditions.

#### **5.4 Technology Risk**

5.4.1 The Client acknowledges risks arising from system failures, latency and connectivity issues.

#### **5.5 Acceptance of Risk**

5.5.1 The Client confirms that it fully understands and accepts all risks associated with trading.

### **SECTION 6 – ORDERS, INSTRUCTIONS AND EXECUTION**

## **6.1 Submission and Acceptance of Orders**

6.1.1 The Client may submit Orders to the Company via such means as the Company may make available from time to time, including but not limited to electronic trading platforms, APIs, or other communication channels approved by the Company.

6.1.2 The Client acknowledges and agrees that:

- (a) the submission of an Order does not constitute acceptance by the Company;
- (b) an Order shall only be deemed accepted when it has been executed by the Company and confirmed through the Company's systems;
- (c) the Company shall have no obligation to accept or execute any Order.

6.1.3 The Company reserves the right, acting reasonably and in good faith, to refuse, reject, delay or otherwise not execute any Order, including where:

- (a) the Order does not meet the Company's operational or risk parameters;
- (b) the Company reasonably believes that the execution of such Order may result in a breach of applicable laws, internal policies or risk thresholds;
- (c) a Market Disruption Event (as defined in Clause 7.6) exists or is reasonably anticipated.

## **6.2 Validity and Priority of Orders**

6.2.1 The Company shall be entitled to rely upon any Order or instruction received which it reasonably believes to have been given by or on behalf of the Client.

6.2.2 The Client shall be responsible for the accuracy and completeness of all Orders submitted and acknowledges that the Company shall not be liable for any error or omission in any such Order.

6.2.3 Orders shall be processed in accordance with the Company's internal systems and procedures, and the Client acknowledges that:

- (a) such systems may determine the sequence, priority and handling of Orders;
- (b) there is no guarantee of time priority or execution priority.

## **6.3 Modification and Cancellation**

6.3.1 The Client may request the modification or cancellation of an Order; however, such request shall only be effective if received by the Company prior to execution.

6.3.2 The Company shall not be liable for failure to modify or cancel an Order where:

- (a) the Order is already in the process of execution;
- (b) the request is not received or processed in time;
- (c) market conditions prevent such modification or cancellation.

#### **6.4 Aggregation and Splitting of Orders**

6.4.1 The Company may, at its discretion:

- (a) aggregate the Client's Orders with those of other clients or with its own Orders;
- (b) split Orders into multiple parts for execution.

6.4.2 The Client acknowledges that such aggregation or splitting may result in:

- (a) execution at multiple prices;
- (b) partial fills.

6.4.3 Each such execution shall constitute a valid Transaction.

### **SECTION 7 – PRICING, EXECUTION AND MARKET CONDITIONS**

#### **7.1 Pricing Framework**

7.1.1 The prices quoted by the Company are derived from one or more Liquidity Providers and may include mark-ups, spreads or other adjustments.

7.1.2 The Client acknowledges that:

- (a) quoted prices are indicative and subject to change;
- (b) the price at which a Transaction is executed may differ from the price requested.

#### **7.2 Execution Basis**

7.2.1 Transactions shall be executed on a best efforts basis under prevailing market conditions.

7.2.2 The Company does not guarantee that:

- (a) Orders will be executed at the requested price;
- (b) Orders will be executed at all.

#### **7.3 Slippage**

7.3.1 The Client acknowledges that slippage may occur, and that:

- (a) slippage may be positive or negative;
- (b) slippage is a natural consequence of market conditions and execution latency.

7.3.2 The Client agrees that all slippage outcomes shall be binding.

#### 7.4 Gapping and Market Volatility

7.4.1 In certain market conditions, including but not limited to market openings, economic announcements or low liquidity periods, prices may gap.

7.4.2 The Client acknowledges that Orders may be executed at the next available price following such gap.

#### 7.5 Errors and Adjustments

7.5.1 Where the Company determines that an Error has occurred, it shall be entitled to:

- (a) cancel or amend the Transaction;
- (b) adjust the Account balance;
- (c) reverse any profit or loss.

7.5.2 The Company shall act reasonably and in good faith in making such determination.

7.5.3 The Client agrees that such determination shall be final and binding, save in the case of manifest error.

#### 7.6 Market Disruption Events

7.6.1 A Market Disruption Event shall include any event which, in the reasonable opinion of the Company:

- (a) disrupts normal market conditions;
- (b) impairs pricing or execution;
- (c) results in the absence of reliable price data.

7.6.2 In the event of a Market Disruption Event, the Company may:

- (a) suspend trading;
- (b) reject or cancel Orders;
- (c) close Positions at a price determined by the Company acting reasonably.

### **SECTION 8 – MARGIN, COLLATERAL AND LIQUIDATION**

## 8.1 Margin Requirements

8.1.1 The Client shall maintain sufficient Margin at all times to support its Positions.

8.1.2 The Company shall determine Margin requirements in its reasonable discretion, taking into account:

- (a) the nature of the instrument;
- (b) market conditions;
- (c) the Client's exposure.

## 8.2 Margin Calls

8.2.1 The Company may, but shall not be obliged to, notify the Client of a Margin deficiency.

8.2.2 The Client acknowledges that:

- (a) it is solely responsible for monitoring its Margin levels;
- (b) failure to receive a Margin call shall not affect the Company's rights.

## 8.3 Failure to Maintain Margin

8.3.1 Where the Client fails to maintain sufficient Margin, the Company shall be entitled, without notice, to:

- (a) close out any or all Positions;
- (b) cancel pending Orders;
- (c) restrict trading activity.

## 8.4 Liquidation of Positions

8.4.1 The Company may close Positions in such order and manner as it deems appropriate.

8.4.2 The Client acknowledges that:

- (a) liquidation may occur at unfavorable prices;
- (b) the Company shall not be liable for any losses arising from such liquidation.

## 8.5 Negative Balance

8.5.1 The Client shall be liable for any negative balance arising on its Account.

8.5.2 The Company shall be entitled to recover such amount from the Client, including through legal proceedings.

#### 8.6 Set-Off and Combination of Accounts

8.6.1 The Company may, at any time, combine or consolidate all or any Accounts held by the Client.

8.6.2 The Company may set off any amounts owed by the Client against any amounts held for the Client.

### **SECTION 9 – CLIENT MONEY, CUSTODY AND PAYMENT ARRANGEMENTS**

#### **9.1 Nature and Treatment of Client Funds**

9.1.1 All monies transferred by the Client to the Company (the “Client Funds”) shall be received and held by the Company for the purposes of:

- (a) enabling the Client to enter into Transactions;
- (b) securing the Client’s present and future obligations under this Agreement;
- (c) satisfying any liabilities arising in connection with the Account.

9.1.2 The Client acknowledges and agrees that:

- (a) Client Funds may be held by the Company in its own name or in the name of a nominee or third-party institution;
- (b) such funds may be pooled with funds belonging to other clients;
- (c) individual segregation of funds on a per-client basis may not be maintained.

#### **9.2 Title, Ownership and Interest**

9.2.1 The Client retains a beneficial interest in the Client Funds, subject at all times to:

- (a) the Company’s rights under this Agreement;
- (b) any Margin requirements under Clause 8;
- (c) any set-off, lien or security rights exercised by the Company.

9.2.2 The Client acknowledges that:

- (a) legal title to Client Funds may be held by the Company or its appointed institutions;

(b) the Client's entitlement shall be limited to the balance recorded in the Company's books and records.

### **9.3 Commingling and Omnibus Accounts**

9.3.1 The Company may hold Client Funds in one or more omnibus accounts with financial institutions or payment service providers.

9.3.2 The Client acknowledges that:

- (a) Client Funds may be commingled with funds of other clients;
- (b) in the event of insolvency of such institutions, recovery of funds may be subject to the claims of other creditors;
- (c) the Company shall not be responsible for losses arising from such insolvency, save where required by applicable law.

### **9.4 Use and Application of Client Funds**

9.4.1 The Company shall be entitled to apply Client Funds for the purposes of:

- (a) meeting Margin requirements;
- (b) settling Transactions;
- (c) satisfying any liabilities owed by the Client.

9.4.2 The Client hereby grants the Company a continuing lien and right of set-off over all Client Funds.

### **9.5 Payment Service Providers and Third Parties**

9.5.1 The Company may use third-party payment service providers ("PSPs") for the processing of deposits and withdrawals.

9.5.2 The Client acknowledges that:

- (a) such PSPs operate independently of the Company;
- (b) transactions may be subject to delays, reversals or restrictions imposed by such PSPs;
- (c) the Company shall not be liable for any loss resulting from the acts or omissions of such PSPs.

### **9.6 Deposits**

9.6.1 All deposits shall be subject to:

- (a) verification procedures;
- (b) anti-money laundering checks;
- (c) confirmation of final settlement.

9.6.2 The Company reserves the right to reject or return any deposit where:

- (a) the source of funds cannot be verified;
- (b) the deposit is inconsistent with the Client's profile.

9.6.3 Deposits may be made using any funding method made available by the Company from time to time, which may include:

- (a) card payments;
- (b) bank transfer;
- (c) cryptocurrency transfer, at the Client's election.

9.6.4 No specific funding method, including the connection or use of a cryptocurrency wallet, shall constitute a condition of registration, account opening or the making of any deposit.

## **9.7 Withdrawals**

9.7.1 The Client may request withdrawals of available funds, subject to:

- (a) sufficient free balance;
- (b) satisfaction of Margin requirements;
- (c) completion of all verification procedures.

9.7.2 The Company may delay or refuse a withdrawal request where:

- (a) there are outstanding obligations;
- (b) the Account is subject to investigation;
- (c) required documentation has not been provided.

9.7.3 Unless otherwise required by applicable law, withdrawals shall be returned to the originating funding method, up to the aggregate amount deposited via that method.

9.7.4 Any amount exceeding the aggregate deposits made via the originating funding method, including trading profits, may be paid via another available funding method selected by the

Company at its discretion, subject to completion of verification procedures and anti-money laundering checks.

9.7.5 Withdrawals in cryptocurrency shall be available only where the Client has previously made a deposit in cryptocurrency.

## **9.8 Insolvency and Counterparty Risk**

9.8.1 The Client acknowledges that, in the event of the Company's insolvency:

- (a) Client Funds may form part of the Company's general assets;
- (b) the Client may rank as an unsecured creditor.

9.8.2 The Client further acknowledges the risk of insolvency of any third-party institution holding Client Funds.

## **9.9 Refunds and Chargebacks**

9.9.1 Refunds shall be governed by the Company's Refund Policy, which forms an integral part of this Agreement. Refunds are not automatic or guaranteed, are subject to Company approval and compliance clearance, and shall, where possible, be made to the original payment method.

9.9.2 The Client shall not initiate any chargeback, payment dispute or reversal in respect of an authorised deposit without first contacting the Company and following its complaints procedure.

9.9.3 Where a chargeback or reversal occurs, the Company may:

- (a) reverse or void related Transactions;
- (b) suspend or restrict the Account;
- (c) freeze or withhold funds;
- (d) recover from the Client any resulting losses, costs and fees.

## **SECTION 10 – PROHIBITED PRACTICES, MARKET ABUSE AND TRANSACTION VALIDITY**

### **10.1 Standard of Conduct**

10.1.1 The Client shall act in good faith and shall not engage in any conduct which:

- (a) constitutes market abuse;
- (b) exploits pricing inefficiencies;

(c) circumvents the Company's systems or controls.

## **10.2 Prohibited Practices**

10.2.1 Prohibited practices include, without limitation:

- (a) latency arbitrage;
- (b) price manipulation;
- (c) coordinated trading across accounts;
- (d) exploitation of system errors;
- (e) abusive use of automated trading systems.

## **10.3 Determination of Prohibited Conduct**

10.3.1 The Company shall determine, acting reasonably and in good faith, whether conduct constitutes a prohibited practice.

10.3.2 Such determination may be based on:

- (a) trading patterns;
- (b) statistical analysis;
- (c) market data;
- (d) information from Liquidity Providers.

## **10.4 Invalid Transactions**

10.4.1 Where the Company determines that a Transaction has arisen from a prohibited practice or Error, the Company may:

- (a) declare the Transaction void;
- (b) amend the terms of the Transaction;
- (c) adjust the Client's Account.

10.4.2 The Client agrees that:

- (a) such Transactions shall not give rise to enforceable rights;
- (b) any profits derived therefrom may be reversed.

## **10.5 Enforcement**

10.5.1 The Company may, without prior notice:

- (a) suspend or terminate the Account;
- (b) cancel Orders;
- (c) restrict trading activity;
- (d) withhold funds.

## **SECTION 11 – EVENTS OF DEFAULT, CLOSE-OUT AND TERMINATION**

### **11.1 Events of Default**

11.1.1 An Event of Default shall occur where:

- (a) the Client fails to comply with any obligation under this Agreement;
- (b) any representation is untrue or misleading;
- (c) the Client fails to maintain sufficient Margin;
- (d) the Client becomes insolvent or unable to pay debts;
- (e) the Company reasonably considers that it is necessary to protect its interests.

### **11.2 Consequences of Default**

11.2.1 Upon the occurrence of an Event of Default, the Company may, without notice:

- (a) terminate this Agreement;
- (b) close out all Positions;
- (c) cancel all Orders;
- (d) determine the Close-Out Value of all Transactions.

### **11.3 Close-Out Netting**

11.3.1 Upon termination, the Company shall:

- (a) determine the value of all Positions;
- (b) convert all amounts into a single currency;
- (c) net all amounts into a single sum payable.

11.3.2 The amount so determined shall be final and binding.

## **11.4 Termination**

11.4.1 The Company may terminate this Agreement at any time by notice to the Client.

11.4.2 Termination shall not affect:

- (a) accrued rights;
- (b) outstanding obligations.

## **SECTION 12 – FORCE MAJEURE AND MARKET DISRUPTION**

### **12.1 Force Majeure Events**

12.1.1 A Force Majeure Event includes any event beyond the reasonable control of the Company, including:

- (a) acts of God;
- (b) market suspension;
- (c) failure of communication systems;
- (d) regulatory intervention.

### **12.2 Consequences**

12.2.1 In the event of a Force Majeure Event, the Company may:

- (a) suspend trading;
- (b) cancel Orders;
- (c) close Positions;
- (d) adjust account balances.

### **12.3 Liability**

12.3.1 The Company shall not be liable for any loss arising from a Force Majeure Event.

## **SECTION 13 – LIMITATION AND EXCLUSION OF LIABILITY**

### **13.1 General Exclusion of Liability**

13.1.1 To the fullest extent permitted by applicable law, the Company shall not be liable to the Client for any loss, damage, cost or expense arising out of or in connection with:

- (a) any Transaction entered into by the Client;

- (b) any act or omission of the Company in the execution or attempted execution of any Order;
- (c) any delay, failure or error in transmission, communication or execution;
- (d) any Market Disruption Event (Clause 7.6) or Force Majeure Event (Clause 12);
- (e) any action taken by the Company in accordance with this Agreement.

## **13.2 Specific Exclusions**

13.2.1 Without limitation to Clause 13.1, the Company shall not be liable for:

- (a) loss of profits, revenue, opportunity or anticipated savings;
- (b) indirect or consequential loss;
- (c) loss arising from slippage, gapping or liquidity constraints;
- (d) loss arising from system failures, latency or technological issues;
- (e) loss arising from acts or omissions of third parties, including Liquidity Providers and payment service providers.

## **13.3 Execution and Pricing**

13.3.1 The Company shall not be liable for any difference between:

- (a) the price requested by the Client; and
- (b) the price at which a Transaction is executed.

13.3.2 The Client acknowledges that execution outcomes are dependent upon market conditions and that no guarantee of price or execution is given.

## **13.4 Limitation of Liability**

13.4.1 Where liability cannot be excluded by law, the Company's total aggregate liability to the Client shall be limited to the lesser of:

- (a) the total net deposits made by the Client; or
- (b) the amount determined by the Company acting reasonably.

## **13.5 Reliance**

13.5.1 The Client acknowledges that:

(a) it has not relied on any representation, statement or warranty other than those expressly set out in this Agreement;

(b) any information provided by the Company is for general information purposes only.

## **SECTION 14 – INDEMNITY AND RECOVERY**

### **14.1 Client Indemnity**

14.1.1 The Client shall indemnify and hold harmless the Company, its Affiliates, officers, employees and agents from and against any loss, liability, cost or expense (including legal fees) arising out of or in connection with:

- (a) any breach of this Agreement by the Client;
- (b) any representation or warranty made by the Client being untrue or misleading;
- (c) any Transaction entered into by the Client;
- (d) any misuse of the Account;
- (e) any failure by the Client to comply with applicable laws or regulations.

### **14.2 Scope of Indemnity**

14.2.1 The indemnity in Clause 14.1 shall apply whether the loss arises:

- (a) directly or indirectly;
- (b) in contract, tort or otherwise;
- (c) from the acts or omissions of the Client or any third party connected to the Client.

### **14.3 Recovery Rights**

14.3.1 The Company shall be entitled to recover any amounts owed by the Client under this Agreement by:

- (a) debiting any Account held by the Client;
- (b) exercising its rights of set-off under Clause 8.6;
- (c) enforcing its lien over Client Funds under Clause 9;
- (d) initiating legal proceedings.

### **14.4 Continuing Nature**

14.4.1 The indemnity provided under this Section shall:

- (a) survive termination of this Agreement;
- (b) continue in full force until all obligations of the Client have been discharged.

## **SECTION 15 – DISPUTES, GOVERNING LAW AND FINAL PROVISIONS**

### **15.1 Complaints and Dispute Resolution**

15.1.1 The Client shall first submit any complaint or dispute to the Company in accordance with the Company's internal procedures.

15.1.2 The Company shall investigate the matter and provide a response within a reasonable timeframe.

### **15.2 Evidence and Burden of Proof**

15.2.1 The Client agrees that:

- (a) the Company's records shall constitute conclusive evidence;
- (b) the burden of proof shall lie with the Client in any dispute.

### **15.3 Limitation of Claims**

15.3.1 The Client shall not bring any claim against the Company unless:

- (a) such claim is submitted within a reasonable period following the event giving rise to the claim;
- (b) the Client has complied with the Company's internal dispute procedures.

### **15.4 Governing Law**

15.4.1 This Agreement shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines.

### **15.5 Jurisdiction**

15.5.1 The Parties irrevocably submit to the exclusive jurisdiction of the courts of Saint Vincent and the Grenadines.

### **15.6 Severability**

15.6.1 If any provision of this Agreement is held to be invalid or unenforceable:

- (a) the remaining provisions shall remain in full force;
- (b) such provision shall be modified to the extent necessary to make it enforceable.

## **15.7 Assignment**

15.7.1 The Company may assign or transfer its rights and obligations under this Agreement without the Client's consent.

15.7.2 The Client may not assign its rights without prior written consent of the Company.

## **15.8 Survival**

15.8.1 All provisions relating to:

- (a) liability;
- (b) indemnity;
- (c) payment obligations;
- (d) dispute resolution;

Shall survive termination.