



# CLIENT ACCOUNT AGREEMENT

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WM MARKETS LTD

VERSION 10.25

## DISCLAIMER

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## 1. PARTIES TO THE AGREEMENT

WM Markets Ltd (“**the Company**”) is a company registered in Comoros with registration number HA00124733, and registered office in Bonovo Road, Fomboni, Island of Moheli, Comoros Union. The Company is authorized and regulated by the Mwali International Services Authority (“**the Regulator**”) under the license number BFX2024009, with contact information [rc@wmmarkets.com](mailto:rc@wmmarkets.com).

Under this Client Account Agreement (“**the Agreement**”), the Company undertakes to establish one or more trading accounts for the client (“**the Client**” or “**you**”), and to serve as the counterparty in transactions executed by the Client. These transactions may involve the buying and selling of financial instruments, including but not limited to foreign exchange transactions and contracts for differences (“**CFDs**”).

By accepting this Agreement, the Client confirms that they have read, understood, and accepted all provisions herein, including any appendices and related documentation available on the Company’s website.

### Important:

- **If you do not agree with any part of these Terms & Conditions, do not access or use our trading platform and please inform us accordingly.**
- **Please read our Risk Disclosure and Privacy Policy on our website to ensure you agree with all applicable policies, which are binding on you.**
- **For any questions or clarifications, please contact Customer Support before continuing to access our trading platform.**

## 2. AUTHORIZATION TO EXECUTE TRADES

2.1 The Company is hereby granted authority to offer, execute, and manage the purchase and sale of Financial Instruments on behalf of the Client’s accounts, based on instructions provided by the Client or their authorized representative. These instructions may be given verbally, in writing (including handwritten or digital formats), or through any other form of communication accepted by the Company. Verbal instructions may be recorded or electronically confirmed to help prevent disputes. The Client expressly waives any right to contest the validity of instructions solely on the basis that they were not provided in writing. The Company retains the right to request written confirmation before proceeding with any transaction.

2.2 Furthermore, the Company may, at its sole discretion, engage clearing members and floor brokers to act as agents of the Client for the purposes of executing, clearing, settling, and delivering Financial Instruments. All transactions involving the purchase or sale of Financial Instruments shall be conducted between the Client and the Company, with the Company acting as counterparty, in accordance with its regulatory license. While the Company aims to offer pricing that reflects market conditions and is reasonably aligned with prices offered by other counterparties, variations may occur.

2.3 The Company shall not be held liable for any failure to execute an order or request and does not guarantee prioritization of the Client’s instructions over those of other clients. The Client remains fully and personally responsible for fulfilling all obligations arising from transactions entered with the Company and agrees to indemnify the Company against any liabilities, losses, costs, or expenses, whether direct or indirect, resulting from the Client’s failure to meet such obligations.

## 3. APPLICABLE LEGAL PROVISIONS

3.1 All orders or requests submitted for the purchase or sale of Financial Instruments, along with any transactions carried out on behalf of the Client’s accounts, shall be governed by the applicable constitutions, by-laws, rules, regulations, customs, and practices (collectively referred to as “**Rules**”) where such transactions

are executed, as well as any regulatory provisions and legal requirements arising therefrom (collectively referred to as “**Laws**”). The Company shall bear no liability for actions taken by itself or its agents in adherence to such rules or laws. This clause is intended solely for the protection of the Company, and any failure by the Company or its agents to comply with these rules or laws shall not exempt the Client from any obligations under this Agreement, nor shall it confer any rights upon the Client against the Company. Should any provision of this Agreement conflict with a regulatory or legal requirement introduced after its execution, the Company shall revise the relevant terms to ensure compliance, and such amendments shall automatically apply to the relationship between the Company and the Client.

3.2 The Company may hold Client funds in banking institutions or entities other than those used by the Client for transferring funds to the Company. In such instances, the legal and regulatory framework governing the respective institution shall apply in the event of insolvency or similar proceedings affecting that institution.

3.3 The Company shall not be held responsible for the insolvency, actions, or omissions of any third party referenced in this Agreement, nor for any legal constraints imposed by jurisdictions beyond the Company’s control. Additionally, the Company disclaims liability for any events classified as force majeure.

#### **4. CLIENT INFORMATION AND REPORTING**

4.1 The Client acknowledges and agrees that the Company may request information at any time to ensure compliance with applicable legal and regulatory requirements. The Client is obligated to promptly provide such information upon request and to notify the Company of any changes to previously submitted details. Failure to update or provide accurate information may result in the suspension or termination of the Client’s account.

4.2 The Client further agrees that the Company may utilize the information provided for internal or third-party research purposes, including but not limited to identity verification and the development of the Client’s economic profile.

#### **5. COSTS/FEES/COMMISSIONS/CHARGES/EXPENSES PAYABLE BY THE CLIENT**

5.1 The Client agrees and confirms their responsibility to pay the following:

- a) All applicable fees, commissions, and charges related to specific Financial Instruments and accounts, including those arising from trade execution.
- b) Costs associated with maintaining open positions in Financial Instruments.
- c) Charges incurred from rolling over Financial Instruments.
- d) Fees related to account inactivity.
- e) Transfer-related costs, including but not limited to fees on deposits, withdrawals, returned transactions, and cheque issuance or returns. The Company reserves the right to apply the full transactional fee (deposit/withdrawal) if it determines, at its sole discretion, that the deposit does not align with the intended use of the trading account.
- f) Spreads, mark-ups, or mark-downs relative to prices received or expected from counterparties when covering trades.
- g) Currency conversion costs related to trading activities and resulting profits or losses.
- h) Currency conversion fees for amounts received in currencies other than the account’s base currency.
- i) Charges required by regulatory authorities or legal obligations.
- j) Any applicable taxes or costs not imposed directly by the Company.
- k) Losses resulting from transactions executed by the Company on the Client’s behalf, including any deficit balances.
- l) Fees associated with the Client’s subscriptions to exchanges.

5.2 The Client further acknowledges:

- a) Unless explicitly stated otherwise, prices shown on the Online Trading Platform(s) exclude taxes and

external costs not charged or collected by the Company.

- b) No specific fees are charged by the Company for using the Online Trading Platform(s).
- c) Certain account types may be subject to specific charges, which will be communicated to the Client prior to implementation.
- d) In cases where such notification is not provided, the Client is responsible for seeking clarification regarding any applicable charges.
- e) Fees, commissions, and charges are applied separately from the prices quoted to the Client.
- f) Spreads are as displayed on the Online Trading Platform(s).

5.3 The Client is expected to request and understand all trading terms and conditions, including any applicable fees and charges, prior to engaging in trading activities. Further details are available in the Product Outline (<https://en.wmmarkets.com/products/>) on the Company's website.

5.4 The Client acknowledges and accepts that an administration fee may be charged upon account termination if the remaining balance is below US\$50 (or the equivalent in another currency). In such cases, the Company will zero out the remaining balance and will not be obligated to issue a refund.

5.5 Even if the account balance exceeds the above threshold, the Company reserves the right to apply an administration fee upon termination if, in its reasonable judgment, it is unable to refund the Client. This includes, but is not limited to, situations where the Client has closed the bank account on record or cannot be located within three months from the date the account termination decision was made.

## 6. BENEFITS GRANTED AT THE COMPANY'S DISCRETION

6.1 The Client acknowledges and accepts that the Company may, from time to time, credit the Client's account with monetary incentives, such as rewards, bonuses, interest or other payments (collectively referred to as "**Discretionary Benefits**"). These Benefits are provided at the Company's discretion and do not represent a binding commitment or guarantee.

6.2 The Client further understands that the Company is under no obligation to initiate, maintain, or continue the provision of any Discretionary Benefits. The modification, reduction, or discontinuation of such benefits shall not affect the validity of this Agreement or alter the Client's responsibilities under it.

## 7. RISK DISCLOSURE AND CLIENT RESPONSIBILITY

7.1 The Client acknowledges that all transactions carried out on their account, as well as any market price fluctuations of Financial Instruments held therein, are undertaken entirely at the Client's own risk. The Client accepts full liability for any resulting outcomes. By entering into this Agreement, the Client confirms their financial capacity to absorb potential losses and affirms that they possess sufficient knowledge and experience to understand the nature and risks associated with trading Financial Instruments, including the possibility of losses exceeding the initial margin or deposit, unless the Company provides Negative Balance Protection in accordance with applicable law or contractual terms. The Company shall not be held responsible for the actions or obligations of third parties involved in the Client's transactions, nor for delays in transmission, execution, or delivery caused by communication failures, force majeure events, or other circumstances beyond its reasonable control. Additionally, the Company disclaims liability for any loss of margin deposits resulting from insolvency, bankruptcy, liquidation, or similar proceedings of banks, clearing brokers, exchanges, or other financial institutions.

7.2 The Client understands and accepts that trading Financial Instruments, such as CFDs, involves significant risk and may not be suitable for all investors. Leveraged trading can result in losses exceeding the initial investment. For example, a minor adverse market movement may lead to a complete loss of the margin invested. The Client is advised to familiarize themselves with all relevant rules before engaging in such transactions.

7.3 The Client acknowledges that electronic trading systems rely on computer-based infrastructure for order routing, execution, matching, registration, and clearing. These systems may be subject to temporary disruptions or failures. Recovery of losses may be limited by liability caps imposed by system providers, markets, clearing houses, or member firms.

7.4 The Client confirms awareness of the risks associated with adverse currency movements, including those involving currency pairs. The Company cautions that trading carries a high level of risk, and the Client may incur losses exceeding the capital initially invested. All transactions are executed at the Client's own risk, and the Company shall not be liable for delays caused by force majeure, communication failures, or other uncontrollable events.

7.5 The Client understands that certain investments may become illiquid, making it difficult to assess or exit risk exposures. The value, price, and income derived from Financial Instruments may fluctuate, and the Client may not recover the original investment or may be required to pay additional amounts.

## **8. PROTECTION OF CLIENTS ASSETS AND FUNDS**

8.1 The Company may hold the Client's assets, property, and/or funds with third-party custodians, which may be subject to the legal and regulatory framework of the jurisdiction in which those entities operate. In the event of insolvency or similar proceedings involving such entities, the treatment of the Client's assets, property, and/or funds may differ from the protections available under other jurisdictions.

8.2 The Company shall not be held liable for the insolvency, actions, or omissions of any third party referenced in this section, nor for any legal provisions imposed by foreign jurisdictions that are beyond the Company's control.

8.3 The Client acknowledges that the Company has implemented appropriate measures to comply with applicable legal requirements for safeguarding the Client's Financial Instruments and funds. Throughout the business relationship, the Company will maintain records that clearly distinguish the Client's assets and funds from those held for other clients and from the Company's own assets and funds.

8.4 The Client's funds are kept separate from the Company's own funds and are not used for the Company's own operational purposes.

8.5 The Client further acknowledges and agrees that no interest will be paid in any funds held by the Company on the Client's behalf, and the Client waives any right or entitlement to such interest.

## **9. INDEMNIFICATION AND LIMITATION OF LIABILITY**

9.1 The Client agrees to indemnify and hold the Company harmless against any liabilities, costs, or expenses, including legal fees, penalties, and fines imposed by regulatory bodies, exchanges, or other institutions, that may arise in connection with the Client's accounts, transactions, or positions. This includes, but is not limited to, reimbursement of collection costs for outstanding amounts owed by the Client and legal expenses incurred in defending claims brought by the Client. The Client further acknowledges responsibility for their own costs unless otherwise directed by a competent court or regulatory authority. Additionally, the Client confirms that all information provided for account opening is accurate and complete and undertakes to disclose relevant details regarding their investment knowledge and experience. If the Client provides false or insufficient information, the Company may be unable to assess the suitability of its services or products for the Client.

9.2 The Client understands and accepts that the Company does not offer financial, legal, tax, or other advisory services. Decisions regarding investments should not be based solely on information provided by the Company, and the Client is encouraged to seek independent professional advice.

9.3 While the Company obtains information from sources believed to be reliable and acts in good faith, it makes no express or implied warranties regarding the accuracy or completeness of such information. All views and

materials shared by the Company reflect current perspectives and are provided with reasonable care. The Company shall not be liable for any direct or indirect damages resulting from the Client's use of this information. The Client also acknowledges that any data related to Financial Instruments, including asset classes or allocations, is indicative only, and the Company is not obligated to proactively share such information.

9.4 The Company shall not be responsible for any taxes assessed on or payable by the Client, nor for any losses or expenses arising from such assessments. If the Company is required to pay taxes related to the Client's assets, income, or activities, the Client agrees to indemnify the Company for those amounts, including associated legal costs. The Client remains solely responsible for managing their tax affairs.

9.5 The Company shall not be liable for any losses or expenses incurred by the Client due to the insolvency or default of any counterparty or custodian, unless such losses result from the Company's own negligence, willful misconduct, or fraud. The Client agrees to reimburse the Company for any costs, losses, or liabilities arising from the Client's failure or delay in fulfilling obligations under this Agreement.

9.6 The Company makes no guarantees regarding the performance or profitability of any Financial Instrument and does not promise any specific income or capital gains.

9.7 The Company shall not be liable for any missed opportunities, declines in value, or losses resulting from errors in judgment, factual inaccuracies, or actions taken or omitted, whether direct, indirect, financial, or consequential, except where such losses are caused by the Company's negligence, willful misconduct, or fraud.

9.8 The Client acknowledges that initiating any transaction after submitting a complaint or claim regarding their account constitutes acceptance of the account's status as of the complaint date. Any such transaction executed by the Company shall be considered mutual consideration for resolving the claim. The Client further agrees not to reopen the matter following this resolution, thereby confirming their understanding and acceptance of its finality.

## **10. COMMUNICATION RECORDING AND CONSENT**

10.1 The Client acknowledges and agrees that all communications related to their accounts and instructions for trading Financial Instruments may be recorded by the Company. The Client irrevocably consents to such recordings and waives any right to object to their use by the Company in legal proceedings or for any other purpose deemed appropriate by the Company.

10.2 The Client further consents to the recording of telephone conversations between themselves and the Company. These recordings shall remain the property of the Company and may be used as evidence of legal or contractual obligations.

10.3 The Client understands that recorded conversations, electronic communications, and data traffic logs documenting transaction execution and communication may serve as critical evidence in identifying and proving insider trading or market manipulation. The Company may use such records for legal and regulatory purposes.

10.4 The Client agrees to communicate exclusively through official channels designated by the Company when interacting with its employees.

10.5 The Client waives any right to challenge the admissibility of recorded communications in any legal or regulatory proceedings, regardless of jurisdiction or timing.

## **11. FOREIGN CURRENCY TRANSACTIONS**

11.1 When transactions in the Client's account are executed via the Online Trading Platform on exchanges or markets where settlement occurs in a foreign currency, and the Client's assets or funds are displayed in the account's base currency, any gains or losses resulting from exchange rate fluctuations between the traded currency and the base currency shall be entirely borne by the Client. The Company is authorized to convert funds between currencies at a conversion rate based on prevailing market rates, adjusted by a margin of  $\pm 1\%$  to  $\pm 2\%$ . For example, if the Client holds a position in USD and the account's base currency is EUR, a depreciation of USD against EUR may reduce or eliminate any trading profit, or increase a loss, even if the USD position value remains unchanged.

11.2 In cases where fund transactions are settled in a foreign currency and the currency conversion is performed by a third party rather than the Company, the Client acknowledges and agrees that the Company bears no responsibility for the conversion process or its outcome.

## **12. MARGIN REQUIREMENTS**

12.1 Margin serves as collateral for each open position or transaction and is determined based on the leverage applicable to the Client's account. The Client agrees to maintain the required margin levels at all times, without the need for a demand from the Company. The Client shall ensure that sufficient margin or collateral is available in their account as required. Margin deposits must be made via wire transfer of immediately available funds or through other methods specified by the Company and will be considered available once received.

12.2 If the margin level in the Client's account falls to 100% or below, the account will be considered to be on "margin call." In such cases, the Client must either deposit additional funds or reduce exposure by closing or hedging open positions to restore the margin level and exit margin call status. The current margin level is always visible on the Trading Platform.

12.3 The Client acknowledges that no notification will be sent to indicate that their account is on margin call. It is the Client's sole responsibility to monitor their margin level and take appropriate action to prevent further decline, which may result in a "stop out."

12.4 The Client further agrees that the Company may adjust margin requirements at its discretion, with or without prior notice. Any changes will apply to both existing and future positions or transactions. If the Client fails to meet the updated margin requirements, the Company may initiate a "stop out," resulting in partial or full hedging, closure, or liquidation of open positions. Such actions will be executed at prevailing market prices or the last available prices for the relevant Financial Instruments.

## **13. LEVERAGE**

13.1 Leverage refers to the use of borrowed capital to amplify potential returns, or losses, on an investment. The Client acknowledges that margin trading on their account is based on the level of leverage applied. Higher leverage increases both the potential for profit and the risk of loss.

13.2 The Leverage applied to the Client's account may be adjusted at any time at the sole discretion of the Company. The Company will notify the Client of any such changes.

## **14. LIQUIDATION OF POSITIONS/TRANSACTIONS**

14.1 In the event that (a) the Client fails to deposit or maintain margin or any other amount under this Agreement in a timely manner; (b) the Client, if an individual, passes away, is declared legally incompetent, or placed under curatorship, or if a legal entity, is dissolved, terminated, or placed under curatorship; (c) bankruptcy proceedings, insolvency actions, or similar legal processes are initiated by or against the Client, including the appointment of a receiver, custodian, or trustee; (d) the Client's accounts are subject to

attachment or legal seizure; e) the collateral provided is deemed insufficient by the Company, at its sole discretion, regardless of market valuations; or f) the Company determines, for any reason, that protective action is necessary, then the Company may, without prior notice or demand, take any action it deems appropriate, including but not limited to closing out all or part of the Client's open positions, selling any or all assets held on behalf of the Client, purchasing securities, Financial Instruments, or other property for the Client's account or cancelling any outstanding orders or commitments made on behalf of the Client.

14.2 Such actions may be taken without advertisement, prior notice to the Client or their representative, or any demand for margin or payment. The Company may execute sales or purchases free of any redemption rights. Any prior notice or demand shall not be construed as a waiver of the Company's right to act without notice in the future. Subject to applicable laws and regulations, if the Client places an order while their account is in deficit or debit and without the Company's express permission, any resulting profit may be retained by the Company at its discretion. Any losses from such transactions shall be borne jointly and severally by the Client and their Business Introducer, agent, or representative, as determined by the Company. The Client remains liable for any resulting deficit in their account and must promptly pay the Company any outstanding amounts. The Company's assessment of market value and margin requirements shall be final and binding on the Client.

## **15. TRADING LIMITATIONS**

15.1 The Client acknowledges and agrees that the Company may, at its sole discretion and at any time, impose limits on the number of open positions or transactions the Client may hold or initiate. These limits may include daily trading caps or position thresholds. Larger or atypical trades may be subject to additional scrutiny and may require prior approval from the Company. The Company is under no obligation to execute any transaction that would result in the Client exceeding these limits. The Client further agrees not to surpass any position or transaction limits set by the Company or applicable market regulations, whether acting independently or in coordination with others.

15.2 The Company reserves the right, at its sole discretion, to adjust the leverage applied to the Client's account. This may occur when the total number of open positions or transactions reaches a predefined threshold, or if the Client's trading behavior, whether intentional or systematic, suggests an attempt to exploit margin trading to amplify potential returns. The Client acknowledges that such trading strategies inherently increase risk and the likelihood of incurring losses.

## **16. PRICING ERRORS AND CORRECTIONS**

16.1 The Client acknowledges that pricing errors may occur in the prices for Financial Instruments provided by the Company or its service providers. These errors may arise due to market conditions, technical issues, data feed inaccuracies, counterparty pricing, illiquidity, or other factors. In such cases, and without prejudice to any legal rights, the Company shall not be bound by any transaction, whether confirmed or not, that was executed at a price which:

- a) the Company can reasonably demonstrate it was clearly incorrect at the time of execution.
- or
- b) was, or should reasonably have been, known by the Client to be incorrect at the time of execution.

16.2 In the event of such errors, the Company reserves the right to:

- a) Cancel the affected transaction entirely.
- b) Adjust the transaction price to reflect the rate at which the Company hedged the position.
- c) Correct the price to a fair market value, as determined solely by the Company at the time the error occurred.

16.3 If prevailing market prices differ from those displayed on the Online Trading Platform(s), the Company will make reasonable efforts to execute transactions at or near the actual market prices, or at prices it considers fair and appropriate.

16.4 Misquotes or typographical errors may occur via telephone or electronic communication. In such cases, the Company shall not be held liable for any discrepancies reflected in the Client's account and reserves the right to make necessary corrections or adjustments.

16.5 The Client acknowledges that pricing errors may impact both realised and unrealised gains or losses. The Client expressly agrees that the Company shall not be liable for any such impact and that any gains resulting from pricing errors do not entitle the Client to compensation or reimbursement from the Company or its insurers.

## **17. PROHIBITED AND ABUSIVE TRADING PRACTICES**

17.1 The Client agrees not to engage in any unlawful activity under this Agreement.

17.2 The Client undertakes to refrain from entering into risk-free or manipulative trading strategies, including coordinated trades designed to exploit market volatility, such as placing opposing trades ahead of major market events, which may constitute market abuse or manipulation, whether executed individually or in collaboration with others.

17.3 The deliberate exploitation of negative balance protection mechanisms is considered abusive and is strictly prohibited by the Company.

17.4 The Client acknowledges that market abuse includes illegal conduct such as insider trading, improper disclosure of confidential information, and manipulation of market prices. The Client agrees not to engage in any such behavior.

17.5 Trading strategies that aim to take advantage of pricing errors or execute trades at prices that do not reflect fair market value are not permitted.

17.6 The Company reserves the right to take action against Clients who engage in abusive trading practices, whether through automated systems or manual methods, particularly when such activity is based on pricing anomalies.

17.7 Accounts found to be using abusive strategies, especially those involving algorithmic or high-frequency trading, may be subject to correction, modification, or closure at the Company's discretion.

17.8 In response to abusive trading behavior, the Company may take one or more of the following actions:

- a) Adjust quoted prices;
- b) Modify price spreads;
- c) Change trading conditions or account limitations;
- d) Cancel or reverse transactions;
- e) Delay price confirmations or pre-quote prices;
- f) Restrict access to live quotes, offering manual quotes only;
- g) Reclaim any historical trading profits proven to result from pricing errors;
- h) Deduct or recover applicable fees or charges, including those outlined in Clause 5, even if not previously applied;
- i) Immediately terminate the Client relationship;
- j) Take any other action deemed necessary by the Company;

17.9 The Company may permit short-term trading strategies, provided they are not deemed abusive. If the Client's strategy is found to exploit pricing mechanisms, the Company reserves the right to apply the countermeasures listed above.

17.10 Swap-free account benefits are intended for Clients engaging in standard trading activity, typically involving intraday trades. Clients who maintain long-term positions with negative swap values without regular intraday trading may be excluded from swap-free or storage group benefits, and the Company may adjust or terminate such accounts accordingly.

17.11 Any actual, attempted, or suspected abuse of the Company's trading systems, including hacking, unauthorized access, reverse engineering, injecting code, exploiting APIs or data feeds, latency manipulation, order flooding, or denial-of-service attacks, constitutes a serious breach of this Agreement. In such cases, the Company may, without prior notice and at its sole discretion suspend or terminate account access, place amounts in close-only mode, cancel or reverse transactions, adjust account balances to remove unjust gains, delay or deny withdrawals, require re-verification of identity, recover losses and costs through set-off, notify relevant authorities or service providers, pursue any other legal or contractual remedies.

## **18. OPTIONS TRANSACTIONS AND EXERCISE INSTRUCTIONS**

18.1 The Client acknowledges that certain exchange clearing houses impose specific deadlines for submitting exercise instructions on options contracts. Failure to provide timely instructions may result in the option expiring worthless. For long positions in futures or forward contracts, the Client agrees to issue instructions at least two business days before the first notice day. For short positions in future or forward contracts, or for both long and short positions in options, instructions must be provided at least two business days before the last trading day. The Client also agrees to deliver any required funds or documentation necessary for exercising or settling such contracts.

18.2 If the Company does not receive the required instructions, funds, or documents before the option's expiration may allow the option to expire without taking further action. The Client understands that some exchanges and clearing houses may automatically exercise "in-the-money" options unless instructed otherwise.

18.3 The Client accepts full responsibility for ensuring that appropriate action is taken to either exercise or prevent the exercise of an option contract. The Company is not obligated to act on behalf of the Client unless explicitly instructed to do so. The Client further acknowledges that the Company may have its own internal exercise cut-off times, which may differ from those set by exchanges or clearing houses.

18.4 If the Client fails to provide timely exercise or assignment instructions, they waive any right to claim damages or losses resulting from the option being exercised or not exercised.

18.5 The Client understands that the Company randomly assigns exercise notices to Clients holding short option positions. All short positions are subject to assignment at any time, including on the same day they are established. Assignment notices are distributed randomly among all eligible short positions.

## **19. SECURITY AGREEMENT**

19.1 All financial instruments, funds, securities, and other assets held by the Company in the Client's accounts or elsewhere, whether currently or in the future and regardless of purpose (including safekeeping), are subject to a security interest and general lien in favor of the Company. This secures any debt the Client may owe to the Company at any time, including obligations arising from guarantees of transactions or accounts, or from joint responsibility for any transaction or account. The Company may, without prior notice to the Client, transfer any of the Client's assets (including segregated funds, securities, commodities, or financial instruments) between

the Client's accounts held by the Company. These transfers may be made for margin purposes, to reduce or settle any debit balance, or for any other reason the Company considers appropriate. The Company will confirm such transfers to the Client in writing within a reasonable time.

19.2 The Client authorizes the Company to pledge, repledge, hypothecate, or invest any securities or other assets held for the Client's accounts or as collateral, either separately or together with assets of other clients. This includes transfers to exchanges or clearing houses involved in the Client's transactions. The Company is not obligated to pay the Client any interest or benefits earned from such assets or to return the exact same securities or property originally deposited. Instead, the Company may deliver equivalent securities or assets of the same kind and value. Additionally, the Company may offset any amounts it holds for or owes to the Client against any debts or obligations the Client owes to the Company.

## **20. AUTHORITY TO EFFECT TRANSFER**

Unless and until the Client provides written notice to the contrary, the Company is authorized, at its sole discretion and without prior notice to the Client, to transfer excess funds, securities, commodities, commodity futures contracts, commodity options, financial instruments, or other property between any of the Client's accounts held by the Company or by any exchange member through which the Company clears the Client's transactions. Such transfers may be made to meet margin requirements or to reduce or settle debit balances in any of the Client's accounts, provided they comply with applicable governmental and exchange rules and regulations. The Company is also authorized to transfer any property held in the Client's accounts whenever it deems such action necessary to carry out the above. The Company will confirm any such transfer to the Client in writing within a reasonable time.

## **21. INACTIVE AND ARCHIVED ACCOUNTS**

21.1 The Client acknowledges that any account held with the Company that remains without trading activity for six (6) consecutive months will be classified as inactive. Inactive accounts will be disabled for trading and may incur charges related to their maintenance and administration.

21.2 The Client further acknowledges that any account with a zero balance and no trading activity for one (1) month or more will also be considered inactive.

21.3 To resume trading on an inactive account, the Client agrees to comply with any additional conditions set by the Company.

21.4 The Client understands and agrees that an inactive account may also be classified as dormant and subsequently removed from the Company's systems.

21.5 The Company reserves the right, at its sole discretion, to terminate any of the Client's additional accounts that it considers unused. A new account may be opened only if the Client provides a valid and justified purpose for doing so.

21.6 Regardless of whether an account is active or inactive, if the Client's account reaches 10,000 transactions (including trades, deposits, withdrawals, maintenance charges, etc.), the Company may archive the account and assign a new account number. Archived account data will remain accessible to the Client for viewing purposes only.

21.7 The Client agrees that the Company may terminate their trading account without prior notice if no deposits or trades are made within one (1) month of account creation, or if the Company otherwise deems it necessary.

## 22. COMMUNICATION AND NOTICES

22.1 The Client shall send all notices and communications to the Company using any of the communication methods listed on the Company's website. Communications from the Company to the Client may be sent to the address provided in the Client Account Application or to any other address subsequently provided by the Client in writing. Additionally, communications may be delivered via telex, courier, telephone, telegraph, messenger, fax, email, live chat, or other available means. Any such communication, whether written or verbal, sent to the Client's or their designated agent's last known address or contact number on record with the Company shall be deemed personally delivered, regardless of whether the Client receives it. The Client waives any claims arising from failure to receive such communications.

22.2 Confirmations of transactions, balances, equity, orders, margin calls, and other account-related information, whether provided through account statements or via the Online Trading Platform(s), shall be considered binding unless the Client notifies the Company in writing of any discrepancies before the start of the next business day and within a maximum of 24 hours from the time of occurrence. This does not prevent the Company from correcting any errors or omissions it identifies. Any such corrections, whether resulting in a gain or loss, will be reflected in the Client's account to restore it to the position it would have been in had the error not occurred. The Company will promptly notify the Client of any corrections made, either in writing or verbally.

22.3 The Client is responsible for notifying the Company in writing of any changes to their personal details.

## 23. PRINTED MEDIA STORAGE

The Client acknowledges and agrees that the Company may convert all documentation related to the Client's accounts, including, but not limited to, documents submitted during account opening, into printed media storage formats such as microfiche or optical disc imaging. The Client accepts that records stored using these methods shall be considered complete, accurate, and authentic representations of the Client's account information, documents, and signatures.

## 24. SAFEGUARDING PERSONAL INFORMATION

24.1 The Company will implement reasonable technical, organizational, and administrative measures to protect the Client's personal, financial, and account information ("**Client Information**") from unauthorized access, disclosure, alteration, or destruction.

24.2 The Company may engage third-party service providers solely for purposes related to the delivery of services under this Agreement. These providers will be contractually bound to maintain confidentiality and to protect Client Information to standards that are at least equivalent to those applied by the Company.

24.3 The Client agrees that the Company may process, store, and where necessary, transfer Client Information within or outside Comoros for the following purposes:

- a. fulfilling the Company's obligations under this Agreement;
- b. complying with applicable legal and regulatory requirements;
- c. preventing fraud, money laundering, and other financial crimes;
- d. providing the Client with information about products, services, and promotions, subject to the Client's right to opt out; and
- e. conducting statistical and business analysis.

24.4 The Client further agrees to indemnify and hold the Company harmless from any liabilities, losses, costs, or expenses arising in connection with the handling of Client Information by third-party service providers engaged in fulfilling obligations to the Company or the Client.

24.5 The Company and its affiliates may use Client Information to inform the Client about products, services, and offers, including those provided by third parties, that may be of interest. Such communications may be delivered via post, email, telephone, SMS, or other available methods.

24.6 Any questions regarding data protection, including subject access requests or complaints, may be directed to the Company's Data Protection Officer at: [rc@wmmarkets.com](mailto:rc@wmmarkets.com)

## 25. CLIENTS REPRESENTATIONS

25.1 The Client represents and warrants that:

- A) **If an Individual:** the Client is of legal age, mentally competent, and duly authorized to open accounts, enter into this Agreement, and engage in transactions involving Financial Instruments as contemplated herein.
- B) **If a legal Entity:** the Client is duly incorporated or otherwise validly existing and has the legal capacity and authority to enter into this Agreement and conduct transactions in Financial Instruments as contemplated herein.
- C) The information provided in the Client's Account Application, including any accompanying financial statements, is true, accurate, and complete.
- D) No other person or entity has any interest in or control over the accounts governed by this Agreement, except as disclosed within the Agreement.
- E) Except as previously disclosed in writing to the Company, the Client is not:
  - an officer or employee of any exchange, board of trade, or clearing house;
  - an employee or affiliate of futures commission merchant or introducing broker;
  - an officer, partner, director, or employee of any securities broker or dealer;
  - a U.S. person;
- F) The Client agrees to provide the Company with appropriate financial statements upon request, to promptly disclose any material changes in their financial condition, and to supply any additional information reasonably requested by the Company.

## 26. INTRODUCERS

26.1 The Client acknowledges that if introduced to the Company through an introducer, the Company bears no responsibility for the conduct, representations, or actions of the introducer or its associated persons. The Client waives any claims against the Company arising from such conduct and agrees to indemnify and hold the Company harmless from any liabilities resulting from the acts or omissions of the introducer or its associates. The Client further confirms that any agreements made between the Client and the introducer are independent of the Company, and that the introducer acts solely on behalf of the Client, not as an agent or representative of the Company. The introducer is not authorized to make representations about the Company or its services, nor to act on the Company's behalf.

26.2 The Client acknowledges and agrees that the Company may share information regarding the Client's account transactions with the introducer and its associated persons. The Client also understands and accepts that additional costs, such as increased spreads, commissions, or fees, may apply when introduced through an introducer, as the Company may be required to compensate the introducer or its associates. Information about such costs will be provided to the Client either before the business relationship begins or during the relationship if changes occur.

## 27. CONFLICTS OF INTEREST

27.1 The Client acknowledges that the Company, its affiliates, or other parties connected to the Company may have interests, relationships, or arrangements that are material in relation to transactions involving Financial Instruments under this Agreement. These interests may not always be disclosed to the Client at the time services are provided. However, the Company will, at a minimum, identify circumstances related to its services that may give rise to a conflict of interest involving a material risk of harm to one or more Clients. The Company

will also implement appropriate procedures and measures to manage such conflicts effectively.

27.2 By entering into this Agreement, the Client agrees that the Company may conduct such transactions without prior notice. The Company may also provide services or advice to third parties whose interests may conflict or compete with those of the Client. The Company, its affiliates, and their employees may take positions contrary to the Client's or compete for similar positions. While the Company will not intentionally favor any party over the Client, it will not be liable for any losses resulting from such competition. Upon request, the Company will provide the Client with further details regarding its conflicts of interest policy.

## **28. CREDIT CARDS PAYMENTS AND CHARGEBACKS**

28.1 The Client confirms that any payments made via credit card will be in the Client's name and credited to the Client's account with the Company. These payments are made solely for purposes aligned with this Agreement. The Client further acknowledges that chargebacks are not permitted once the Company has executed the requested transaction.

28.2 The Client acknowledges that chargebacks will not be allowed in cases involving stolen credit cards, particularly under the Company's 3D Secure policy, which prevents unauthorized transactions. Due to the nature of the services provided by the Company, the Client agrees not to claim that the services were misrepresented as a basis for cancelling them. If a chargeback is requested on the grounds that the service did not meet the Client's instructions, the Client agrees that the Company may provide relevant documentation to any authority or third party to support its position.

28.3 The Client acknowledges that the Company is not responsible for any delays in credit card transactions caused by third parties, legal restrictions, or other impediments in any jurisdiction at the time of the transaction.

28.4 In the event of a chargeback dispute, the Client agrees that the Company may withhold the disputed amount in a reserve account until the matter is resolved. The Client understands that this may affect other transactions within their account.

28.5 The Client is liable for all costs incurred during the dispute resolution process, including fees paid to credit card processors, banks, third parties, legal fees, and the reasonable value of the Company's time spent on the matter.

28.6 To the extent permitted by law, the Company may offset any Client obligations or liabilities, including chargeback amounts, against the Client's account balances.

## **29. DEPOSITS AND WITHDRAWALS**

29.1 Deposits and withdrawals must be made through authorized transfer channels and in the currency specified by the Company to the Client.

29.2 The Client acknowledges that the Company will only consider the net amount received, and any fees or costs associated with deposits or withdrawals shall be borne by the Client. Funds received in a currency different from the account's designated currency may be subject to foreign exchange conversion. Regardless of the payment method, funds will be credited to the Client's account unless the Company requires additional information, justification, or clarification. The Company reserves the right to return funds to the sender if the originator does not meet the Company's requirements. The Company shall not be held liable if funds intended to support accounts on margin call are not received or confirmed in time.

29.3 Withdrawal requests must be submitted in writing via authorized communication channels. Only funds exceeding the required margin can be withdrawn. Withdrawals are processed upon receipt and approval of the request and are generally completed within a few business days. However, the actual receipt of funds may vary depending on the payment method, intermediary banks, or other external factors beyond the Company's control. The Company reserves the right to withhold or reject withdrawal requests (in whole or in part) under

the following circumstances:

- A) The withdrawal would impair the Client's ability to maintain open positions;
- B) The funds are needed to meet current or future margin requirements;
- C) The withdrawal affects other accounts held by the Client;
- D) There is a dispute between the Client and the Company regarding account transactions;
- E) There is a reasonable doubt about the authenticity of the withdrawal request;
- F) There is reasonable doubt about the activities within the Client's accounts;
- G) The beneficiary is a third party;
- H) The withdrawal is requested in a currency other than the account's designated currency;
- I) The withdrawal method is not recognized or authorized by the Company;

29.4 Daily limits and processing fees may apply. Larger withdrawals may require up to seven (7) days for processing. The Company shall not be liable for any delays or issues during the deposit or withdrawal process.

29.5 The Company reserves the right to decline deposit or withdrawal transactions if the Client's email, phone number, identity, address, or other information is not fully verified or up to date.

29.6 Withdrawals will only be processed to the Client. The Company strictly prohibits withdrawals to third parties or anonymous accounts.

29.7 The Company may reject a withdrawal request if the Client requests a specific transfer method and may suggest an alternative method.

29.8 Deposits and withdrawals made via a Payment Service Provider (PSP) are subject to the PSP's terms, policies, and procedures as published on the PSP's website. The Company is not liable for any losses, damages, or disputes arising from the use of PSP services.

29.9 The Client expressly releases the Company from any claims related to PSP processes, including errors, delays, or issues with payment transactions. The Client agrees to resolve such matters directly with the PSP. The Company may, at its sole discretion, assist in facilitating communication but is not obligated to resolve the issue.

### **30. BINDING EFFECT OF AGREEMENT; MODIFICATIONS; TERMINATION**

30.1 This Agreement is binding upon and benefits the Company, its successors and assigns, as well as the Client's heirs, executors, administrators, successors, personal representatives, and assigns. The Client agrees to be bound by the terms of this Agreement and any amendments or variations made to it. The Client is responsible for updating the Company with any changes to personal or account information and may be required to provide supporting documentation. The Client acknowledges that initiating a transaction after any amendment to this Agreement constitutes acceptance of the revised terms, effective from the date of the change. The Company will notify the Client of such changes either via its website or through direct communication, with changes taking effect immediately or as otherwise specified.

30.2 In the event of the Client's incapacity or death, the Company will freeze the Client's accounts upon receiving legal notification. The Client acknowledges that legal documents such as letters of administration, executorship, or probate must be provided by authorized individuals before the Company can act on the Client's accounts. The Company is not liable for any losses or charges incurred between the time of incapacity/death and receipt of legal notice.

30.3 The Company may terminate this Agreement for any reason by providing the Client with seven (7) days' written notice. During this period, the Client may close existing positions but will not be permitted to initiate new trades, unless otherwise determined by the Company.

30.4 The Company may also terminate this Agreement immediately by written notice if:

- a) The Client repeatedly or seriously breaches the Agreement;
- b) The Company reasonably suspects the Client has provided false information;
- c) The Client fails to update personal information;
- d) The Client does not provide requested documentation;
- e) The Company suspects the account is used for illegal purposes;
- f) The Client behaves abusively or threatens Company staff;
- g) The Client changes physical location without notifying the Company;
- h) The Client's account activity no longer complies with the Agreement;
- i) The Client is deemed ineligible to continue account activities;
- j) A bankruptcy or liquidation petition is filed against the Client;
- k) There is any other legally valid reason;
- l) The account has been inactive for a predefined period;
- m) Required by law or regulation.

30.5 If a Client Account has a negative balance ("**The Residual Debit**"), the Company will determine the final balance by a) closing open positions, (b) realizing or applying collateral, (c) offsetting and netting against any amounts owed by the Company to the Client, d) applying all applicable fees, costs, interest, and taxes. If a Residual Debit remains, the Company may, at its sole discretion and without liability, terminate the affected account.

30.6 The Client may cancel or withdraw from this Agreement within fourteen (14) days of account activation ("**Cooling-off Period**") without reason or liability, provided no deposits have been made and no trading activity has occurred. If the Client does not cancel within this period or has already engaged in trading or made deposits, termination must follow the procedures outlined in this Clause.

30.7 The Client may terminate this Agreement at any time by submitting written notice, confirmed by a Company officer. Termination does not affect any existing or future liabilities arising from actions or omissions prior to termination.

30.8 Upon termination, the Company will return any remaining funds in the Client's account after deducting applicable fees, charges, and any other amounts required by law or under this Agreement.

## **31. FORCE MAJEURE EVENTS**

31.1 The Company may, at its reasonable discretion, determine that an emergency or exceptional market condition exists ("**Force Majeure Event**"). Such an event may include, but is not limited to:

- a) Any act, event, or occurrence, such as strikes, riots, civil unrest, power outages, or failures in electronic or communication systems, that, in the Company's opinion, prevents it from maintaining an orderly market in one or more Financial Instruments;
- b) Suspension or closure of any market, cancellation or failure of any event upon which the Company bases its pricing or trading, or the imposition of limits or unusual conditions on trading in such markets or events;
- c) Significant or excessive movement in the price of any Financial Instrument or its underlying market, or the Company's reasonable anticipation of such movement.

31.2 If the Company determines that a Force Majeure Event exists, it may, at its sole discretion and without prior notice, take any of the following actions:

- a) Increase margin requirements on the Client's accounts;
- b) Close any or all open positions in Financial Instruments at a price the Company reasonably considers appropriate;
- c) Suspend or modify the application of any terms of this Agreement to the extent that compliance is

- rendered impossible or impractical due to the Force Majeure Event;
- d) Adjust the trading hours of specific Financial Instruments.

### **32. HEADINGS DISCLAIMER**

The headings used in each provision of this Agreement are for reference and descriptive purposes only. They do not alter, limit, or affect the interpretation of the rights or obligations contained within the respective provisions.

### **33. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Comoros. The Client agrees that no legal action arising from transactions under this Agreement may be initiated more than three (3) months after the date on which the cause of action occurred.

### **34. ACCEPTANCE OF AGREEMENT**

This Agreement becomes a legally binding contract between the Company and the Client upon acceptance by an authorized officer of the Company.

### **35. MULTIPLE ACCOUNTS**

35.1 The Client agrees that the Company may, at its discretion, change the account number assigned to any account covered by this Agreement. Such changes will not affect the validity or enforceability of this Agreement. The Client further agrees that any account reopened after closure, or any additional account opened in the Client's name, will also be governed by this Agreement, unless a new Client Account Agreement is signed for that specific account.

35.2 The Company reserves the right, at its sole discretion, to terminate any additional accounts held by the Client that it considers inactive or unused. A new account may be opened only if the Client provides a valid and justified reason for doing so.

### **36. ASSIGNMENT OF CLIENT ACCOUNT**

The Company may assign the Client's account to another financial institution by providing the Client with written notice of the intended assignee and the effective date of the assignment at least five (5) days in advance. If the Client does not object in writing before the scheduled assignment date, the assignment will be deemed accepted and will be binding on the Client.

### **37. TRANSFER OF ACCOUNT OWNERSHIP AND NOVATION**

The Client acknowledges that account ownership cannot be transferred, nor can any position be novated, automatically. Any such transfer or novation is subject to the Company's sole discretion and requires the Company's prior written approval.

### **38. CLIENT ACKNOWLEDGMENT AND SIGNATURE**

The Client declares that they fully understand and accept all terms and conditions outlined in this Agreement. The Client further confirms that they are the true beneficiary of the accounts and that all funds deposited originate from legitimate sources. The Client acknowledges that trading in Financial Instruments is speculative, carries a high level of risk, and is suitable only for individuals who can bear losses exceeding their margin deposits.

### **39. CONFIDENTIALITY AND DISCLOSURE**

39.1 The Company acknowledges that the Client's personal information is confidential, valuable, and unique, and belongs solely to the Client. Such information will not be used to benefit any party other than the Client. The Company ensures that its employees and service providers who have access to this information are made aware of its confidential nature and will only disclose it on a strict need-to-know basis.

39.2 The Client's consent is not required where disclosure of confidential information is mandated by law, regulation, or governmental authority. The Client's personal information may also be shared with regulatory bodies to comply with official legal requests or to protect the Company's legal rights and obligations. The Company will handle all personal data fairly and lawfully, ensuring it is collected for legitimate and specified purposes. The Client also consents to the sharing of personal information with relevant institutions when necessary to carry out activities related to the business relationship.

39.3 The Client understands and agrees that Competent Authorities may exercise their powers:

- a) Directly;
- b) In cooperation with the other authorities or market participants;
- c) Under their own responsibility by delegating to other authorities or market participants;
- d) Through application to judicial authorities.

These authorities are empowered with supervisory and investigatory powers to fulfill their duties.

39.4 The Client further agrees that any individual or entity providing information to a Competent Authority under this Agreement shall not be considered in breach of any contractual, legislative, regulatory, or administrative confidentiality obligations. Such disclosure shall not result in liability for the person or entity making the notification.

#### **40. ELECTRONIC SIGNATURE AND CONSENT TO ELECTRONIC COMMUNICATION**

40.1 The Client agrees that the use of an electronic signature, as defined under the Electronic Signature Law, shall have the same legal effect as a handwritten signature and shall be admissible as evidence in legal proceedings in any jurisdiction. The Client further agrees that actions such as clicking a button, using a mouse, keypad, or any similar device shall constitute the Client's signature, acceptance, and agreement, as if physically signed.

40.2 The validity and enforceability of the electronic signature shall not be denied solely because it is in electronic form, not based on a qualified certificate, not issued by an accredited certification service provider, or not created using a secure signature creation device. The Client also agrees that no third-party verification is required for the enforceability of the electronic signature between the Client and the Company.

40.3 At the Company's sole discretion, documents signed and submitted electronically may be treated as original documents and shall carry the same binding effect as a physical signature. The Client consents to receive all agreements, disclosures, and other documents electronically, and acknowledges that electronically signed agreements shall be considered valid electronic contracts entered into freely.

#### **41. JOINT ACCOUNTS**

Joint accounts will be managed in accordance with the Company's internal policies and applicable local regulations.

#### **42. TRADING TERMS AND CONDITIONS**

42.1 The Company's Trading Terms & Conditions (including the standalone version on the Website) and the Product Outline (PO) form part of this Agreement. The latest versions on the Website apply and may be updated from time to time.

44.2 Please note that the Trading Terms and Conditions are in active use and may be updated at the Company's discretion. By executing a transaction after any such update, the Client is deemed to have accepted the revised terms. It is the Client's responsibility to regularly review the most current version of the Trading Terms and Conditions, which is available on the Company's website.

42.3 The Company's quoted prices may differ from those offered by other counterparties. It is not obliged to disclose pricing information obtained from such counterparties. If a counterparty (including service or liquidity providers) fails to provide prices or supplies incorrect ones, the Company may be unable to offer a quote and may delay or reject order confirmations. Spreads that apply under normal market conditions may widen during periods of volatility. Once triggered, stop orders are executed as market orders and are not guaranteed at the specified level. Pending orders that remain inactive for over one (1) month may be cancelled. The Company bears no responsibility for execution failures and does not guarantee order prioritization over other clients.

42.4 Trading hours follow the server time specified in the PO (UTC+2/UTC+3 with DST). The Company may postpone market opening to prevent quoting inaccurate prices and may suspend or limit trading during abnormal market conditions without incurring liability. During such suspensions, Clients are responsible for monitoring their margin levels and open positions.

42.5 For CFDs referencing exchange-traded instruments (such as shares, futures, ETFs, commodities, and indices), the Company may align its trading availability with the status of the underlying exchange. If the exchange suspends trading or activates mechanisms like limit-up/limit-down or circuit breakers, CFD trading may also be paused or restricted, and positions may not be opened or closed during such periods. (Note: Spot FX is traded OTC and is not subject to LULD restrictions.)

42.6 CFDs that reference underlying futures contracts are subject to expiration. Clients are advised to close such positions before the last trading day indicated in the PO. If not closed in time, the Company may switch the instrument to "close-only" mode, close open positions at the last available price, and cancel any remaining pending orders without prior notice. The Company accepts no liability for any losses resulting from expiration or the inability to roll positions forward.

42.7 Orders are executed at the prevailing market price at the time they are confirmed by the Company. Execution may be delayed due to market volatility or connectivity issues. Under illiquid or high-volatility conditions, including market gaps, market and stop orders may experience significant slippage, and order placement, modification, or execution may be challenging or delayed. If slippage occurs upon triggering, pre-set Stop Loss or Take Profit levels attached to pending orders may be removed by the platform. Clients remain fully responsible for monitoring their positions and managing associated risks.

42.8 Margin is calculated individually for each instrument, as outlined in the PO. Dynamic leverage is applied in tiers per symbol, and the Company reserves the right to adjust leverage and margin requirements at any time, including through unscheduled updates, based on market conditions, regulatory obligations, or internal risk assessments. The margin call threshold is set at 100%. If margin is not restored (either by depositing additional funds or reducing exposure), the Company may begin closing positions, starting with the ones incurring the greatest losses. Stop-out occurs when margin falls below 20%, unless otherwise specified, and positions are automatically closed in accordance with the Company's Best Execution Policy. Negative Balance Protection ensures that losses will not exceed the total deposited funds in the relevant account. From Friday 21:00 (Server Time) or during early market closures due to holidays, new activity that increases exposure and may trigger or worsen a margin call is not permitted until markets reopen.

#### 42.9 Overnight Financing (Swaps/Storage)

Overnight financing is applied to open positions as follows:

- Swaps/Rollover: Applied at 23:59 (Server Time). On Wednesdays, the swap is charged three (3) times.
- Intraday trades opened and closed within the same trading day do not incur swaps.

For Storage Group accounts, positions are subject to Storage fees instead of swaps. Storage is always a negative amount and may apply per position after an instrument-specific grace period, including a three-day charge. The application times for Storage fees are:

- MT5: 23:59 (Server Time) on Wednesdays
- MT4: 21:00 (Server Time) on Fridays

Applicable rates and calculation formulas are published on the Platform and may be updated at the Company's discretion.

42.10 Corporate actions such as dividends, stock splits, and reverse splits may result in price and/or cash adjustments to open CFD positions, with corresponding margin adjustments where applicable. While the Company aims to process such adjustments promptly, delays may occur and are considered part of the normal trading risks accepted by the Client.

42.11 To support risk management and maintain platform stability, the Company may impose temporary trading restrictions, such as suspending the ability to open Buy/Sell orders, on specific instruments, particularly cryptocurrencies, without prior notice. Clients are expected to actively monitor the Platform, as the Company is not obligated to issue individual notifications. While such limitations are in effect, Clients may still close existing positions on the affected instruments.

42.12 Closed P/L and charges denominated in a currency other than the account's base currency are converted using exchange rates determined by the Company. These rates may differ from publicly available interbank rates and may include an exchange differential, as outlined in the Trading Conditions and PO.

42.13 Quotes, charts, news, and other information provided via the Platform are delivered "as is." Such content may be delayed, incomplete, or inaccurate, is indicative only, and should not be relied upon. Historical performance is not indicative of future results. (Refer also to Clause 43.5.)

42.14 Trading strategies designed to exploit pricing discrepancies or platform behavior are strictly prohibited. Any attempt to manipulate, interfere with, or abuse the Company's trading systems, platforms, or infrastructure—including but not limited to hacking, unauthorized access, credential stuffing, reverse engineering, code injection, API/feed abuse, latency or quote manipulation, order flooding, or denial-of-service attacks—constitutes a material breach of this Agreement. The Company reserves the right to suspend or terminate access, cancel or reverse transactions, adjust account balances to eliminate unjust enrichment, recover related costs and losses, and report such activity to the relevant authorities.

42.15 The Client remains personally and directly responsible for fulfilling all obligations under each transaction and agrees to indemnify the Company for any losses resulting from failure to perform. The Company does not guarantee uninterrupted access, error-free operation, delay-free execution, or order prioritization over other clients. It may reject, cancel, or adjust any request it deems to be in breach of trading terms and conditions.

42.16 Trading leveraged products including CFDs and FX, entails a high level of risk and may not be suitable for all investors. Clients may lose the entirety of their invested capital and should only trade with funds they can afford to lose. Independent financial advice should be sought if necessary.

### **43. PLATFORM ONLINE ACCESS AND USE**

43.1 The Company grants the Client a limited, revocable, non-exclusive, and non-transferable license to use the Platform, including the Trading Platform, web and mobile interfaces, and, where applicable, the Copy Trading Platform, solely for managing the Client's accounts and placing orders. The Client must not grant access to third parties or copy, modify, decompile, reverse engineer, or misuse any software or content provided through the Platform.

43.2 The Client is solely responsible for safeguarding login credentials and device security. Any instruction authenticated using the Client's credentials will be treated as originating from the Client. The Client must promptly notify the Company in writing of any loss, theft, or suspected unauthorized use of credentials.

43.3 Orders submitted via the Platform may be routed and executed automatically without prior review. The Client is responsible for monitoring acknowledgements, confirmations, balances, and positions, and must promptly report any missing acknowledgements, errors, or discrepancies. Electronic instructions are considered received only when acknowledged by the Platform.

43.4 Platform access may be unavailable, delayed, or degraded due to maintenance, high demand, market volatility, technical failures, or events beyond the Company's control. The Company does not guarantee uninterrupted or error-free access. During interruptions, the Client should use any alternative channels provided by the Company, if available.

43.5 Quotes, charts, news, and other information provided via the Platform may be delayed, incomplete, or inaccurate and are offered "as is" for informational purposes only. The Company and its service providers make no warranties regarding such information and accept no liability for reliance on it, except as required by law.

43.6 The Company may reasonably modify, suspend, withdraw, or limit any online functionality, including multi-account or multi-terminal tools, and may reset credentials for security purposes. Suspension or withdrawal of Platform access does not affect the Client's obligations under this Agreement.

43.7 The Company may use third-party service providers to deliver components of the Platform. The Client agrees that the Company may share data with such providers as necessary to deliver services, in accordance with the confidentiality and data protection terms of this Agreement.

43.8 The Client is responsible for maintaining suitable hardware, software updates, internet connectivity, and cybersecurity measures. The Company is not liable for losses resulting from malware, connectivity issues, or device failures outside its control.

43.9 Mobile applications are part of the Platform but may offer reduced or different functionality compared to web or desktop versions. Supported devices and operating systems are listed on the Company's website. The Client is responsible for device and network security, keeping systems updated, and avoiding unsafe usage (e.g., unlocked devices or insecure networks). Notifications such as price alerts or order updates may be delayed or fail and are for informational purposes only; the Client must rely on the Platform's account view for accurate status. The Client is responsible for any carrier, data, or roaming charges. The Company does not charge for mobile app usage but may restrict or update mobile functionality for security or compliance reasons. Third-party providers (e.g., app stores or embedded components) are not parties to this Agreement; use of mobile apps remains subject to this Agreement and the Company's policies.

43.10 Automated tools (e.g., "**Expert Advisors**") are provided "as is," without support or warranty. Use is at the Client's own risk, and results are not guaranteed.

The Client must not:

- (i) access or attempt to access any part of the Platform or related systems without authorization;
- (ii) bypass, disable, probe, or interfere with any security or access-control features (including rate limits);
- (iii) copy, modify, decompile, disassemble, or reverse engineer any software or component of the Platform;
- (iv) use automated scripts, bots, scrapers, or order-generation tools unless expressly permitted by the Company;
- (v) perform any action that degrades the performance or availability of the Platform or related systems.

Any actual, attempted, or suspected breach of this clause constitutes a material breach. In such cases, the Company may immediately suspend or terminate access, cancel or reverse transactions, adjust balances, delay or decline withdrawals, require cooperation with investigations (including log and device/IP details),

recover losses and costs via set-off, and disclose information to competent authorities. The Client must promptly report any suspected vulnerabilities or security incidents and must not publicly disclose or exploit them.

#### 44. COPY TRADING

44.1 The Copy Trading feature allows clients to open a trading account and participate as either Followers or Copy Trading Providers via the WM Copy Trading Platform. Clients who replicate the trades of others are referred to as Followers, while those whose trades are being copied are known as Copy Trading Providers. The connection between a Follower and a Provider is termed a Subscription.

44.2 Please note that the Company plays no role in the relationship between Followers and Providers and bears no responsibility for it. Its involvement is strictly limited to offering the technological infrastructure and platform that enables Copy Trading functionality.

44.3 The Company does not provide portfolio or asset management services, nor does it offer advice related to Copy Trading. This functionality should not be interpreted as such.

44.4 Access to the Copy Trading feature may vary depending on the client's country of residence, and certain restrictions may apply. For detailed information regarding availability in your jurisdiction, we recommend contacting our customer support team.

##### 44.5 Providers:

- a. Providers must be registered and approved by the Company through <https://en.wmmarkets.com/>. Providers are solely responsible for ensuring they hold all necessary domestic and international licenses and regulatory approvals.
- b. The Company reserves the right to restrict or remove a Provider at its sole discretion at any time.

##### 44.6 Followers:

- a. Followers can subscribe to Providers to automatically replicate their trades at the best available market price. By doing so, you acknowledge that these trades are considered as being placed by you. Each copied trade mirrors the Provider's activity in your account proportionally and with the same instruments, based on the risk management settings and strategies you select on the WM Copy Trading Platform.
- b. If you copy a Provider, you will only be able to copy instruments offered by the Company with which your account is registered. This is subject to any applicable regulatory restrictions.
- c. You may choose to copy either existing/open trades and new trades, or only new trades. If you opt to copy existing trades, your position will be opened at the current market price, not the original price of the Provider's trade. For new trades, your position will be opened at the market price at the time of copying. All trade instructions (e.g., stop loss, take profit) will be replicated proportionally. Please be aware that delays, such as server latency or market volatility, may cause price differences between the Provider's trade and your copied trade.
- d. The Company will strive to replicate all trades from the Provider in your account. However, insufficient margin, risk management settings, or trade volume limits may result in trade rejection. High market volatility may also prevent successful trade replication if a suitable market price cannot be obtained. Rejected trades will not appear in any reports.
- e. Copy Trading executes trades automatically in your account without manual input. However, you may manually close trades at any time using the risk management tools on the WM Copy Trading Platform. You can close all trades or only unprofitable ones, but individual trade selection is not available for closure.
- f. Depending on your chosen risk management and copying strategies, your results may differ significantly from those of the Provider. If you unsubscribe from a Provider, all trades, profitable or not, will be closed automatically.
- g. Actions such as Provider withdrawals may also lead to different outcomes due to factors like account balance, trade size, account settings, spread differences, interest rates, investment timing, and

- applicable fees.
- h. Risk parameters based on your selected settings may not activate immediately and could be subject to delays, potentially resulting in losses beyond your set limits. The Company is not liable for such losses due to system delays.
  - i. By choosing to follow or copy a Provider, you acknowledge that their experience, risk tolerance, goals, and financial situation may differ from yours.

#### 44.7 Performance Fees:

- a) Performance Fee refers to a percentage of the profitable trading outcome from a Follower's subscription, which is paid to the Provider. This fee is only applicable when the profit exceeds the most recent High Water Mark (HWM), the highest previously recorded profit level of the subscription. If the trading result does not surpass the HWM, no performance fee is calculated.
- b) The performance fee is calculated using the formula:  
  
(Closed Profit + Floating Profit/Loss of the Subscription) × Performance Fee Percentage (%) set by the Provider).
- c) Profit and the corresponding performance fee are assessed on a weekly trading interval. The calculation is based on the difference between the current equity and the equity from the previous week. *Equity* is defined as the account balance plus the floating profit or loss from open trades.
- d) The Performance Fee Percentage is determined by the Provider as part of their offer to Followers, but the formula remains consistent: Performance Fee = Subscription Profit x Fee % .

**Performance Fee = Subscription Profit × Fee %**

For example:

- Performance Fee = 10%
- Week 1 Profit = \$400 → Fee = \$40
- Week 2 Loss = -\$200 → No Fee (Net = \$200 < \$400 HWM)
- Week 3 Profit = \$300 → Fee = \$10 (Net = \$500; \$500 - \$400 HWM = \$100)

The Company ensures that performance fee details, including calculations and payout history, are always accessible to both Followers and Providers via the WM Copy Trading Platform, enabling transparent tracking and monitoring.

#### 44.8 Performance Fee Payout:

- a. At the end of each weekly trading interval, WM Copy Trading automatically initiates the payment of performance fees from each Follower's subscription to the respective Provider. The fee amount is deducted from the Follower's trading account and recorded accordingly.
- b. When a Follower requests a withdrawal, the Company conducts a thorough review to determine any performance fees owed. This applies to all withdrawal methods. The Follower cannot withdraw more than their available equity minus the performance fees due. Once the transaction is initiated, the full performance fee is paid to the Provider, regardless of the withdrawal amount, ensuring timely compensation.
- c. If a Follower chooses to withdraw funds or unsubscribe from a Provider before the weekly interval concludes, the performance fee is calculated up to that point and paid immediately upon withdrawal or termination of the subscription.

#### 44.9 Inactive Accounts:

An account belonging to either a Provider or a Follower is deemed inactive if no trading activity occurred, as defined in the clause titled 'Inactive and Archived Accounts' within this Client Account Agreement. All such inactive accounts are subject to the terms outlined in that clause and may be terminated accordingly.

#### 44.10 Termination:

The termination of accounts for both Providers and Followers is governed by the termination provisions specified in the CAA.

#### 44.11 Miscellaneous:

- Clients may operate their trading accounts either as Followers or Providers, but not both at the same time. A client cannot use their Follower account to follow their own Provider account, nor can a Provider follow another Provider.
- Each Follower account may subscribe to only one Provider at a time. To follow multiple Providers, clients must open separate trading accounts.
- Follower accounts can be funded via internal transfers from other accounts owned by the client. However, Follower accounts are not permitted to initiate internal transfers or send funds to other accounts.
- Clients do not have access to the trading terminal of their Follower accounts. Trade management for Followers is conducted exclusively through the WM Copy Trading Platform. In contrast, Provider accounts retain full access to the trading terminal.
- The Company reserves the right to modify, enhance, or revise the Copy Trading functionality at any time. This includes changes to the options available for copying trades, such as the ability to copy all trades or only new trades from a Provider.
- The Company may also adjust the Copy Trading service features at its discretion, including whether users can copy all or only new trades.
- Providers expressly agree that the Company may disclose their details and performance metrics to ensure transparency and assist potential Followers in evaluating their performance.
- The relationship between the Company and Providers is that of independent contractors. No agency, partnership, or employment relationship is created. Providers must not present themselves as representatives or agents of the Company and must obtain prior written approval before distributing any promotional materials.
- Any information or explanations provided by the Company regarding Copy Trading are for informational purposes only. Similarly, any content shared by Providers does not constitute financial advice and is not endorsed by the Company.
- Historical performance, risk scores, and statistics should not be considered reliable indicators of future results. There is no guarantee that Followers will achieve the same outcomes as the Providers they copy.
- The Company may restrict the use of certain trading symbols within the Copy Trading service. While Providers may trade these symbols, Followers may be unable to copy such trades. Details are available in the Product Outline on the Company's website.
- Providers may collaborate with Agents, including Public and Additional Agents, to refer Followers. These Agents may receive a percentage of the performance fees earned by the Provider. Such arrangements are managed by the Provider via the WM Copy Trading Platform or through official Company channels. These agreements are strictly between the Provider and the Agents, and the Company is not a party to them.
- The Company is not responsible for any compensation or disputes arising from these Agent

arrangements. Providers agree to indemnify and hold the Company harmless from any claims or liabilities related to these agreements.

#### 44.12 Liability:

The Provider agrees to indemnify and hold harmless the Company, including its directors, officers, employees, and agents, from any claims, losses, or liabilities (including legal fees) arising directly or indirectly from:

- Failure to fulfill any obligations under this Agreement;
- Breach or inaccuracy of any representations made in this Agreement;
- Any act or omission, including negligence, by the Provider or its representatives;
- Misrepresentation or inaccuracies in marketing materials related to the Services;
- Any advice or recommendations given by the Provider that require regulatory authorization;
- Any actions taken outside the scope of this Agreement or resulting in harm to third parties.

Followers acknowledge that the Company is not liable for any actions taken based on their instructions or for outcomes resulting from their decision to follow or copy Providers.

Followers accept full responsibility for any financial or non-financial consequences of their decisions, and the Company shall not be held accountable.

Copy Trading involves significant risk. Followers should carefully assess their financial situation, investment goals, and risk tolerance before participating. Provider performance is not guaranteed and may result in loss of capital.

By using the Copy Trading functionality, both Followers and Providers agree to release the Company from any claims or liabilities related to copied trades, Provider interactions, or any resulting issues.

## 45. COMPLIANT HANDLING

45.1 The Company is committed to ensuring client satisfaction. In cases where the Client is dissatisfied, the Company has established a clear, effective, and transparent procedure for promptly handling complaints from existing clients.

45.2 The Company distinguishes between formal complaints and routine inquiries based on reasonableness and experience. Routine inquiries, such as general questions, clarification requests, or service-related issues, can typically be resolved by Customer Service staff and do not qualify as formal complaints. An email sent to the Compliance Department by a client or prospective client does not, on its own, constitute a formal complaint.

45.3 The Client may lodge a complaint using any of the following options:

- a) Telephone: +44 1613940573
- b) Email: [support@wmmarkets.com](mailto:support@wmmarkets.com)
- c) Webpage: <https://en.wmmarkets.com/>

Complaints may be submitted by a third party on behalf of the complainant, provided the complainant has given written consent.

45.4 Upon receiving a valid complaint, the Company will issue a written acknowledgment to the Client within two (2) working days. This acknowledgment will include the expected timeframe for resolving the complaint, a Unique Reference Number (URN) for future correspondence, and the contact person assigned to handle the matter.

45.5 The Company aims to investigate and respond to complaints within twenty-one (21) business days of receipt. For complex cases, this period may be extended to ninety (90) days, in which case the Company will

notify the Client in writing. Once the investigation is complete, the Company will provide a written response detailing the complaint, the findings, any proposed resolution, and information about the Client's right to appeal to the Competent Authority, including relevant contact details.

45.6 In the unlikely event that the Company is unable to resolve the Client's complaint, or if the Client is not satisfied with the Company's final response, the Client may refer his complaint to the Mwali International Services Authority in Comoros for further examination.

The contact details for the Mwali International Services Authority in Comoros are set out below:

Address: BP 724, Fomboni, L ile de Mwali (Moheli) Autonomous Island of Mwali, Comoros Union

Website: <https://mwaliiregstrar.com/contacts.html>

Email: [misa@mwaliiregstrar.com](mailto:misa@mwaliiregstrar.com)

For additional information, you can refer to the Company's [Complaint Handling Policy](#), available on the Company's website.

## 46. ABOUT US

Additional details are available on the website, specifically in the 'About' section.

## 47. DISCLAIMER:

This statement forms an integral part of the Client Agreement. It is essential that you read it carefully, ensure you fully understand the risks involved, and assess your financial ability to bear such risks before opening an account or initiating any trades.

While this statement does not cover all possible risks or significant aspects of trading Contracts for Differences (CFDs), it provides a clear overview of the most material risks. Trading in financial instruments such as CFDs involves a high level of risk to your capital. You should not engage in such trading unless you understand the nature of the transactions and the extent of your potential exposure to loss.

You acknowledge that you may lose the entire amount of your invested capital and, in certain circumstances, may incur losses exceeding your initial deposit. Trading is not suitable for many individuals, and you should carefully consider whether it is appropriate for you in light of your experience, financial objectives, resources, and other relevant factors. If you do not fully understand the risks, you are strongly advised to seek independent professional advice.

## 48. LEVERAGE, MARGIN AND NATURE OF CFDs

**Leverage (Gearing)** - CFD transactions are highly leveraged, meaning a small deposit (margin) can control a large contract value. This amplifies both potential gains and losses. Even minor market movements can significantly impact your account balance. You may lose your initial margin and any additional funds deposited to maintain open positions. If the market moves against you or margin requirements increase, you may be required to deposit substantial additional funds on short notice. Failure to do so may result in the liquidation of your positions and a deficit for which you are liable. Losses can be rapid and substantial due to market volatility.

**Risk – Reducing Orders and Strategies** - Orders intended to limit losses (e.g., stop-loss or stop-limit orders) may not be effective in volatile markets due to slippage or gapping. Complex strategies such as spreads or straddles may carry risks equal to or greater than simple long or short positions. You should understand how orders are executed on the Platform.

**Nature of CFDs** - CFDs are cash-settled, over the counter (OTC) derivatives that reflect the price movements of underlying assets (e.g., FX pairs, indices, commodities, shares). You do not own the underlying assets and have

no associated rights (e.g., voting or dividends). CFDs are not exchange-traded and can only be opened or closed with the Company as counterparty. Prices, costs, and liquidity may differ from the underlying market. CFDs carry the same risks as other leveraged derivatives and may result in contingent liabilities such as margin calls.

#### 49. OFF EXCHANGE TRANSACTIONS (OTC)

The Company acts as your counterparty in OTC CFD transactions. These may be harder to value, liquidate, or assess for risk, and may involve increased risks due to the absence of a central exchange or clearing house. OTC transactions may be subject to different regulatory regimes. You should familiarize yourself with applicable rules and execution venues. Counterparty risk is inherent, if the Company fails to meet its obligations, you may not recover your funds.

#### 50. ADDITIONAL RISKS

**Contract Terms and Conditions** - You should request and review the terms and conditions for each CFD instrument and account type, including margin, leverage, rollover/storage fees, execution characteristics, and any instrument-specific terms listed on the Platform or in the Product Schedule.

**Suspension or Restriction of Trading** - Market conditions (e.g., liquidity) or regulatory rules (e.g., trading suspensions, limited hours) may prevent you from executing or liquidating positions. This may increase your risk of loss. Pricing relationships between instruments may break down, making it difficult to assess fair value or exposure.

**Deposited Funds and Property** - Understand the protections available for your deposited funds, especially in the event of insolvency or bankruptcy. Recovery of funds may depend on local laws, and in some jurisdictions, identifiable property may be treated as cash for distribution purposes.

**Commissions and Charges** - Before trading, obtain a clear explanation of all applicable commissions, fees, and charges. These costs will affect your net profit or increase your losses.

**Loss Limitation Tools** - Stop-loss orders may not guarantee loss limitation due to market conditions. Complex strategies like spreads, straddles, or hedges may carry risks equal to or greater than simple positions.

**Market-Specific Risks** - Trading in certain markets may expose you to additional risks due to differing regulations and investor protections. You should understand the rules applicable to each market and instrument. Your local regulator may not be able to enforce rules in other jurisdictions.

**Currency Risk** - Profits or losses from foreign currency-denominated contracts may be affected by exchange rate fluctuations when converting to another currency.

**Trading Facilities** - Electronic and open-outcry trading systems rely on computer-based components that may be vulnerable to disruption or failure. Loss recovery may be limited by liability caps imposed by system providers, markets, or clearing houses.

#### 51. DEFINITIONS AND INTERPETATIONS

Unless the context indicates otherwise, the terms defined above shall carry the meanings assigned to them throughout this Agreement. Words used in the singular form shall be interpreted to include the plural, and vice versa. Section headings are provided for ease of reference only and shall not affect the interpretation of any provision.

**"Account"** means a trading account or any other account (including but not limited to a Follower Account or a Provider Account under the Copy Trading Terms) opened by the Client with the Company, in accordance with this Agreement, for the purposes of trading in Financial Instruments

and/or using the Company's Services.

**"Business Day"** means any day on which commercial banks and the financial markets in Comoros are open for business, excluding Saturdays, Sundays, and public holidays. Unless otherwise stated, any reference to a time in this Agreement is to Comoros local time (GMT+4).

**"Client"** means any natural or legal persons that have accepted this Agreement and themselves have funded their trading account with the Company.

**"Company"** means WM MARKETS LTD, a company incorporated in Comoros with registration number HA00124733, licensed and regulated by the Mwali International Services Authority under license number BFX2024009, and any of its successors or assigns.

**"Copy Trading Platform"** means the electronic copy trading functionality operated by the Company, whether developed by the Company or by a third party, which enables Clients to follow and automatically copy the trading activity of other Clients, and which includes all related systems, user interfaces, data feeds, and settings.

**"Copy Trading Provider"** means a Client whose trading activity is made available, through the Copy Trading Platform, to be automatically copied by Followers in accordance with the Copy Trading Terms set out in this Agreement.

**"Credentials"** means any usernames, passwords, security codes, multi-factor authentication codes, tokens, certificates, API keys or biometric identifiers used to authenticate access to the Platform.

**"Dormant Account"** means an Account that meets the criteria for inactivity set out in the "Inactive and Archived Accounts" clause of this Agreement and has been designated as dormant in the Company's records, and which may be subject to closure and the transfer of any remaining balance in accordance with applicable law.

**"Follower"** means a Client who has elected, through the Copy Trading Platform, to follow and automatically copy the trading activity of one or more Providers in accordance with the Copy Trading Terms set out in this Agreement.

**"Force Majeure Event"** means any event beyond the reasonable control of the affected party which prevents or delays the performance of its obligations under this Agreement, including but not limited to: acts of God, natural disasters, extreme weather, war, civil unrest, acts of terrorism, strikes, lock-outs, labour disputes, failures of telecommunications or electronic systems, power outages, pandemics, government actions or restrictions, and market disruptions.

**"High Water Mark" or "HWM"** means the highest recorded level of profit previously achieved in a Follower's Subscription with a Provider, as calculated in accordance with the Performance Fee provisions in this Agreement, and used for determining whether a Performance Fee is payable.

**"Inactive Account"** means an Account in respect of which there has been no trading activity, deposits, or withdrawals for the period specified in the "Inactive and Archived Accounts" clause of this Agreement, and which may be subject to inactivity fees or termination in accordance with this Agreement.

**"Introducer"** means any natural or legal person who has entered into a written introducer agreement or similar arrangement with the Company to refer potential Clients to the Company, whether or not such Introducer is remunerated, and whose role is limited to introducing Clients without providing investment advice or portfolio management.

**"Market Data"** means quotes, prices, order-book data, charts, news, research, analytics and similar information made available via the Platform.

**“Mobile Application”** means any mobile software application provided by the Company that forms part of the Platform, including iOS/Android applications and related components.

**“Multi-Terminal”** means any functionality of the Platform that enables simultaneous management of multiple Client Accounts from a single interface or tool.

**“Notifications”** means informational alerts generated by the Platform (including push notifications, in-app alerts, emails and SMS) which do not constitute execution confirmations or binding instructions.

**“Platform”** means the electronic trading platform(s) provided by the Company, whether developed by the Company or by a third party, including all related software, systems, databases, and user interfaces, through which the Client may transmit orders, receive price information, monitor positions, and otherwise use the Company’s Services.

**“Services”** means the investment and ancillary services provided by the Company to the Client under this Agreement, including but not limited to the reception and transmission of orders, execution of orders on behalf of Clients, provision of the Copy Trading Platform, and related back-office and support services.

**“Service Provider”** means any third party engaged by the Company to provide systems, infrastructure, market data, software, hosting, payment processing or other services in connection with the Platform or the Services.

**“Subscription”** means the relationship established between a Follower and a Provider on the Copy Trading Platform whereby the Follower elects to automatically copy the Provider’s trading activity, whether in part or in full, subject to the settings and limitations selected by the Follower.

**“Trading Platform”** means any electronic trading system provided by the Company for the execution of transactions in Financial Instruments, including but not limited to MetaTrader platforms, mobile applications, and web-based platforms, and any ancillary services provided through such systems.

Unless the content of this Agreement states otherwise, the definitions and interpretations can be viewed by the Client on the Company’s website.

#### **ACKNOWLEDGEMENT:**

By opening an account, using the Company’s services, or placing any transactions, the Client confirms that they have carefully read and understood this Risk Disclosure Statement. The Client acknowledges that trading profits are not guaranteed, that past performance does not predict future results, and that trading CFDs involves a high level of risk—including the potential loss of the entire invested capital. The Client further confirms that they possess the necessary knowledge, experience, and financial resources to trade such products and accept full responsibility for all trading decisions made.

