eurotrader

LEGAL DOCUMENTS

Client Agreement

November 2026 edition

Eurotrade International Ltd

English / 03

Client Agreement

Eurotrade International Ltd

1. Introduction

1.1. This Client Agreement (the 'Agreement'), along with its Schedules, subject to periodic amendments, constitutes the governing document regulating the relationship between you (referred to as 'Client', 'Customer', 'your', and 'yourself' as appropriate) and Eurotrade International Ltd. (also referred to as 'Eurotrader', the 'Firm', the Company, 'we', 'us', 'our', and 'ourselves' as appropriate) concerning the services we offer and your interactions with us.

1.2. Eurotrade International Ltd is a privately held limited company incorporated in the Republic of Mauritius with Business Registration Number 197389 GBC. We are authorised and regulated by the Mauritius Financial Services Commission ('FSC') as an Investment Dealer under licence number GB22201125. Our registered office is at 3 Emerald Park, Trianon, Quatre Bornes 72257, Republic of Mauritius.

1.3. This 'Client Agreement' represents the standard terms and conditions upon which we base our operations. To ensure your own benefit and protection, we strongly advise that you allocate sufficient time to review the Agreement, as well as any supplementary documentation and information accessible on our Website before initiating an account and/or engaging in any activities with us. If you have any inquiries or require clarification, please do not hesitate to contact us, or consider seeking independent professional advice, if deemed necessary. It is advisable to retain a copy of this document for your personal records.

2. Defining the Agreement's Scope

2.1. By accepting these terms, you enter into a legally binding agreement with us. To safeguard your interests, please meticulously review these terms before initiating an account with us.

2.2. A glossary, detailing any capitalized terms, is available in Schedule A of the Agreement.

2.3. The Agreement includes, alongside any Schedules and the 'Account Opening Application' completed by you via our Website, any information provided to you during the registration process.

2.4. Kindly note that various other documents and information, available on our Website, are integral to the Agreement and offer a more comprehensive understanding of our operations and your engagements with us, such as:

- The 'Order Execution Policy,' explaining trade execution procedures.
- The 'Risk Disclosure Notice,' summarizing the principal risks associated with CFD investments.

2.5. Additionally, there are supplementary documents and information accessible on our Website and through our trading platforms, serving as valuable resources but not constituting part of the Agreement. These include:

- The 'Conflicts of Interest Policy,' explaining our approach to managing conflicts of interest to ensure equitable treatment of our clients.
- The 'Client Categorization Notice,' specifying client categorization in compliance with applicable regulations.
- The 'Complaints Handling Policy,' explaining our internal complaints procedure and the applicable external complaint channels. Complaints concerning our Mauritius Global Business entity may be submitted to the Mauritius Financial Services Commission through its Online Complaints Portal at https://complaints.fscmauritius.org/, in accordance with the FSC's procedures and jurisdiction.
- The 'Privacy Policy,' clarifying our handling of certain information provided by you.

3. Initiation, Duration, and Cancellation Rights of the Agreement

3.1. The Agreement takes effect upon our notification of your account activation, signifying the successful completion of due diligence and satisfaction of 'Know-Your-Customer' or other procedural requirements.

3.2. You retain the right to terminate the Agreement by notifying us in writing within the initial fourteen (14) days of your account activation.

3.3. The notice to cancel the Agreement can be conveyed electronically, by sending an email to backoffice@eurotrader.com from the registered email address with your request, or by post to the following address in the specified format:

To: Eurotrade International Ltd, 3 Emerald Park, Trianon, Quatre Bornes 72257, Republic of Mauritius

3.4. Since this Agreement pertains to the provision of financial services, comprising an initial agreement followed by successive operations and/or a series of separate operations of the same nature conducted over time, your right to cancel under paragraph 3.2 above applies solely to the initial agreement, i.e., before you engage in any trades.

3.5. In the event of successful cancellation, we shall refund any funds you have transferred to us, except when you have already initiated trades on our platform(s). In such cases, the refunded amount will be net of any sums utilized for those trades.

3.6. Unless the Agreement is cancelled, it shall remain in force until its termination, as detailed within the Agreement's provisions.

4. Our Services

4.1. We offer access to trading a variety of instruments in the form of CFDs (referred to as 'Leveraged Products') on an execution-only basis.

4.2. Eurotrader consistently operates as a principal and provides the Client, on an execution- only basis, with access to a range of financial instruments. Detailed contract specifications can be found on our Website. Additionally, Eurotrader offers the ancillary service of foreign exchange, which is associated with the execution of orders and the provision of investment services. For an extensive description of the services we offer, kindly refer to our Website.

4.3. It's essential to note that this Agreement does not include the provision of investment, financial, legal, tax, or regulatory advice. We do not offer any form of recommendation. You are responsible for your own assessment of any transaction before entering into a trade, without relying on opinions, materials, or analyses provided by us, our affiliates, employees, or related parties as advice or recommendations. If you have any doubts regarding the Agreement, we recommend seeking independent advice.

4.4. By accepting this Agreement, you acknowledge that we do not provide investment research; any material containing market analysis is considered marketing communication and should not be interpreted as advice, recommendations, or research.

4.5. Please be aware that CFDs are derivative products, and as such, you do not have ownership rights over any underlying instruments. No physical delivery of any underlying asset will occur.

4.6. Eurotrader is your sole execution venue regarding trading activity under this Agreement. While we can transmit your orders for execution to third-party liquidity providers through an electronic communication platform, contractually, we act as the sole counterparty to your trades, and any order execution is performed in our name. Additional information can be found in our 'Order Execution Policy.'

4.7. You can engage in trading during our normal trading hours for specific financial instruments, which is when our platform provides prices and accepts your instructions or orders for trading CFDs on those financial instruments, as specified on our Website. These trading hours are detailed on our Website for each relevant financial instrument. Certain financial instruments may have specific trading timeframes, outlined in the contract specifications on our Website. It's your responsibility to review these contract specifications for further details before trading. You will be

notified of any Company holidays through our internal email system or other means, such as our Website.

4.8. Our services are provided in compliance with our policies and procedures, as long as we are not in violation of any legal obligations. There may be instances where we cannot provide a specific reason for refusing service, particularly if doing so would conflict with any laws. Examples of when we may decline to provide or cease providing services include situations (i) where we reasonably suspect abuse of our offerings (e.g., latency abuse, insider trading, or NBP abuse), (ii) when there is regulatory justification, or (iii) when inappropriate or defamatory language is used. Furthermore, services will not be provided in cases where internal risk limits at Eurotrader prohibit the acceptance of further orders on specific instruments, with the exception of closing already open trades/position.

5. Client Categorization

5.1. We will classify you as a Retail Client in accordance with applicable laws, unless we have informed you otherwise. If we have categorized you as a Professional Client or an Eligible Counterparty, please be aware that you will not be eligible to file a claim with the Investor Compensation Fund should Eurotrader fail to meet any of its obligations to you in connection with the provision of investment and ancillary services. If you wish to request a different client categorization, please consult the 'Client Categorization Notice' available on our Website.

5.2. It's important to understand that your Client categorization can be reviewed by us at any time, in adherence to the relevant regulations. In the event that such a change directly impacts you, we will provide you with the necessary notification.

6. Account Opening

6.1. Upon receipt of your "Account Opening Application," we will utilize the information you have provided us with to conduct necessary and appropriate inquiries in order to fulfil our legal obligations and assess your suitability for establishing a business relationship with us. This process includes, but is not limited to, identity verification, seeking references from third-party databases, other financial institutions, or your employer. Additionally, we may conduct additional searches through third-party information providers and databases, including credit checks found in your credit history, either on a sample basis or when we deem it necessary to meet legal or regulatory requirements. Please be aware that these inquiries may occur at any stage of our relationship, and your cooperation in providing any requested information is expected. Failure to do so may result in the termination of our relationship, as outlined in this Agreement.

6.2. It is your responsibility to provide accurate and up-to-date information throughout our relationship. We will rely on the information you have provided, both during the account onboarding process in the "Account Opening Application" and throughout our association unless we have reason to believe the information is inaccurate. Should any of the provided information change, please notify us in writing.

6.3. Based on the information you've supplied and in accordance with applicable rules, we will evaluate whether you possess the necessary knowledge and/or experience to comprehend the risks associated with trading Leveraged Products. We retain the right to decline our services to any individual whom we, in our reasonable opinion, deem unsuitable to receive such services.

6.4. Upon receiving your Account Opening Application, we will confirm it via email and provide you with the necessary information to access your account, including your account number and password (the 'Access Codes'). Your account will be activated only if we are satisfied with the information and documentation received, thereby accepting you as a Client. The Company may request additional documentation after account approval. Withdrawal requests are subject to the verification requirements in clause 12.24.

7. Our Platforms

7.1. You will be able to:

1- download and install (where applicable) the trading platforms (the 'Software') or use a web-based version of the Software (where available) and you need to ensure they are accessible and operational. 2- use your Access Codes to log-in to the Software, as well as Eurotrader's Client Portal from where you can view your accounts. It is also your responsibility to keep your Access Codes private, secure, and confidential.

7.2. In addition to the above, it is your responsibility to ensure that you can access our Software whenever necessary and during the times it is available. This responsibility extends to ensuring you have a dependable internet connection or any other necessary connection and maintaining the devices used for this purpose.

7.3. The Software may have been developed by a third party unrelated to Eurotrader. Eurotrader will make its best efforts to ensure that the Software is operational for the purpose of providing services under this Agreement by conducting reasonable tests. However, we cannot guarantee that the Software is free of errors or deficiencies. You acknowledge that we will not be held responsible for any losses, including but not limited to monetary loss, resulting from such errors or deficiencies.

7.4. We will, to a reasonable extent, keep the Software and related systems up to date. Maintenance, including server shutdowns, restarts, or refreshes, may be performed by us and/or a relevant third party from time to time to ensure the effective and efficient operation of the Software. Such actions may render the Software inaccessible or inoperative for a period. We will make our best efforts to schedule maintenance outside of trading hours, but you understand and accept that this may not always be possible. Therefore, you acknowledge that we will not be held responsible for any losses, including monetary loss and missed opportunities, resulting from maintenance or any action or omission by Eurotrader and/or the third-party software provider. This maintenance activity may be undertaken, for example, to introduce new symbols or address technical issues.

7.5. We will do our best to ensure the availability of the Software and other systems. In cases where continuous availability cannot be guaranteed, we will, to the best of our ability, provide you with advance notice. However, you understand and accept that we cannot ensure their uninterrupted availability at all times, due to factors such as:

1- Failures and errors, including technological issues like internet connectivity failures that may impact access to the Software, which either you or we rely on.

2- Service suspensions due to maintenance, repairs, updates, developments, and other issues beyond our control.

7.6. While we will make every effort to maintain the operation of the Software, we cannot accept any responsibility for the means, including computer equipment, that you use to access the Software, and we cannot guarantee their continued availability.

8. Security, Access, and Authenticity

8.1. We will exclusively accept instructions from you and/or your Authorized Representative in accordance with a properly executed 'Power of Attorney.' It's important to clarify that Authorized Representatives are not considered clients of Eurotrader. However, we will regard instructions from an Authorized Representative as if they were directly from you, and we may act upon such instructions without the need to further confirm their authenticity or validity.

8.2. Furthermore, beyond what has been specified earlier, we may rely on instructions from anyone in possession of your Access Codes as if these instructions originated from you, without requiring additional verification.

8.3. It is your responsibility to maintain the confidentiality of your Access Codes and avoid disclosing them intentionally or unintentionally to any other individual. We cannot control how you manage your Access Codes, and you are accountable for ensuring that no unauthorized access is obtained

by a third party. We will not be held liable for unauthorized access unless it results from gross negligence on our part.

8.4. It is your responsibility to keep any information related to your transactions with us private and confidential. We will not assume responsibility if any individual gains unauthorized access to information regarding your dealings with us, whether: 1- The information is held by you. 2- The information is being transmitted electronically or through any other means by you to Eurotrader and/or any other party authorized by us. 3- The information is being transmitted electronically or through any other means by us to you and/or any Authorized Representative.

8.5. If you become aware of your Access Codes or any information about your dealings with us being used or discovered by anyone without your authorization, you must promptly notify us. You acknowledge that we are unable to identify instances where someone, other than yourself or your Authorized Representative (if applicable), is accessing our Software with your credentials without your explicit consent.

8.6. We retain the right to revoke your access and/or the access of any Authorized Representative to our Software when we consider it necessary.

8.7. In the event that you have not conducted any activities and/or transactions for a reasonable period, as determined by us, we reserve the right to perform additional checks and/or request additional documentation from you before allowing you to resume any activity with us.

9. Managing Instructions and Orders

9.1. We will only accept instructions transmitted through a durable medium approved by us, including Eurotrader Client Portal, the Software, and your registered email address (as indicated in our records). In certain circumstances, provided we are satisfied with your identity and the clarity of the instructions, we may accept instructions via telephone or in person. It's important to note that each Client is responsible for ensuring that any instructions provided are fully understood by the operator. Orders placed via telephone will only be accepted when communicated in our official language (see below for further details). Eurotrader reserves the right to reject verbal orders when the operator of the Dealing Department is not satisfied with the Client's identity or the clarity of the orders. We may request additional information, verify such orders through any means, or take any other action deemed necessary by Eurotrader in the given circumstances. Contact details can be found on our Website. Please note that during periods of high transaction volumes, there may be delays in reaching an operator via telephone, especially when important market announcements are made.

9.2. During business hours, you may choose to communicate with us for support and any instructions, except for orders, in any of the languages available on our Website. Communication outside of business hours that requires immediate action on our part will only be accepted in our official language.

9.3. If information has not been transmitted to us through approved means or if you have misunderstood any instruction or information, it is your responsibility to make the necessary corrections, and we will not be held responsible for any losses, whether financial or missed opportunities, associated with such instructions.

9.4. We bear no responsibility for losses resulting from delayed or undelivered communications sent by us to you.

9.5. Given the time-sensitive nature of trading Leveraged Products, you are responsible for ensuring that all communications related to your dealings with us are timely.

9.6. We will execute instructions received from you without further inquiry. However, you acknowledge that we reserve the right to accept, partially or in full, or reject any instructions from you. We may also contact you if we intend to execute transactions or future transactions differently based on patterns in your trading activity. For example, if your account balance frequently results in negative equity, we may propose that you continue trading with a higher margin requirement, irrespective of the trading conditions applicable to other clients.

9.7. At our discretion, we may confirm instructions received from you via a durable medium or telephone. However, you understand that you should not communicate with any of our employees, contractors, or others through means or equipment that do not belong to us. For example, you should not communicate with any of our employees using their personal mobile phones or personal accounts.

9.8. If you have appointed an Authorized Representative to act on your behalf and wish to cancel their appointment, you must notify us in writing immediately. Until we process the notice, any instructions we receive from the Authorized Representative will be deemed valid and will fully bind you.

9.9. Crucial information regarding the execution of orders, among other details, can be accessed through the Software, trading platforms, and/or Eurotrader Client Portal from where you can download reports documenting information, in a durable medium, such as the execution and status of your orders, as well as review the current and historical state of your trades and accounts. You understand and agree that these reports are considered reports provided by us to you in a durable medium. We may not provide statements of account related to financial

instruments traded through your accounts or the availability of your Client Money or other details in any form other than what is specified above.

9.10. With the exception of cases where the Software allows, all orders for trading financial instruments offered by us are final and cannot be cancelled or deleted unless we explicitly agree to such cancellation or deletion or unless provided otherwise in our legal documentation.

10. Mutual Understandings

10.1. We shall engage in transactions with you and conclude them in a manner consistent with good faith.

10.2. You acknowledge and accept that we will execute all your orders outside of a Regulated Market, Multilateral Trading Facility, or an Organized Trading Facility, meaning that all Client orders will be executed over the counter (OTC). Further details on this matter can be found in our 'Order Execution Policy,' and as amended from time to time. By accepting this Agreement and placing any order with us, you expressly provide your prior consent to execute your orders outside a trading venue. This consent is a general agreement and not specific to individual transactions.

10.3. We will take the necessary steps to ensure compliance with applicable rules and regulations. As a result, you agree to be bound by any decisions we make to comply with any rule, regulation, or obligation of Eurotrader.

10.4. If we provide you with links to third-party websites and resources via our Website, the Software, Eurotrader Client portal, you should be aware that these links are provided for informational purposes only. We have no control over the content, quality, or security of the information on those websites and resources, and therefore, we cannot be held responsible for any losses that may occur from your use of them.

10.5. We make reasonable efforts to ensure that any information and content, including third-party features on our Website, the Software, Eurotrader Client portal, and email communications from us, are accurate and complete. However, some information may be provided "as is" and on an "if available" basis, and, as such, we cannot offer any warranties or representations, either expressed or implied, regarding these features and any third- party information.

10.6. The product specifications and conditions can be found on our Website and may be subject to changes over time. It is your responsibility to stay updated regarding our product specifications and conditions, as well as any other relevant information. You understand that product specifications and conditions may be altered. In the event of such amendments, you will remain bound by the Agreement. However, this clause does not affect your right to terminate the Agreement without any penalty, subject to any existing obligations.

10.7. Additionally, you understand that we may discontinue any of our products or cease to provide you with the ability to place an order at any time. In the case of discontinued products, you are responsible for cancelling or closing any previously open positions; otherwise, we will close the positions at the last available price for the relevant instrument. Furthermore, any open positions on CFDs with expiration dates will be automatically closed at the end of the last trading day.

10.8. In order to provide our services, we may enter into agreements with external service providers for various activities and operations. While we strive to maintain the operation of our systems, you understand and accept that we cannot assume any responsibility for the means you use to access the services we provide, and we cannot guarantee the continued availability of other sites or addresses.

10.9. If your relationship with us involves multiple persons, such as a joint account or a legal entity, all obligations and liabilities under the Agreement shall be considered joint and several. Any communication, including but not limited to notices and orders, will be considered as delivered to all persons constituting the Client collectively.

10.10. We reserve the right to reverse any transactions that we deem contrary to your interest or ours for any reason.

10.11. If you breach, or we have reasonable grounds to believe you may breach, any term contained in the Agreement, we reserve the right to temporarily or permanently suspend your access to the Software, Eurotrader Client Portal, your Account(s), or terminate the Agreement. We may also take any other actions that we deem appropriate under the circumstances.

10.12. Becoming a client of Eurotrader Client Portal does not grant you any rights to our intellectual property. Our Website, the Software, any data, information, documentation, and creations are protected in accordance with applicable laws, and you have no rights to them, either at the time of entering into the Agreement or in the future. All rights, whether expressed or implied, existing now or in the future, are reserved.

10.13. You must not engage in any actions that could endanger or damage any intellectual property belonging to us or engage in any acts that could be damaging or defamatory toward Eurotrader.

10.14. You understand that you are prohibited from copying, reproducing, duplicating, translating, assuming ownership, or otherwise infringing upon any rights belonging to Eurotrader.

11. Conflicts of Interest

11.1. A conflict of interest may emerge when our interests compete, interfere, or even appear to compete or interfere with your interests as defined in the Agreement. You acknowledge and

accept that such situations may occur, and when they do, we are committed to taking all necessary measures to mitigate them to the best of our ability.

11.2. We are obligated by law to diligently identify and manage any potential or actual conflicts of interest involving:

1- Us and any Affiliate Entity or third party. 2- Us and you. 3- You and any other client.

You can find comprehensive information in our 'Conflicts of Interest Policy,' which is accessible on our Website. In cases where certain conflicts of interest cannot be effectively mitigated, we will provide disclosure regarding the general nature and/or sources of such conflicts.

12. Client Money

12.1. Your funds will always be handled in compliance with the relevant 'Client Money' regulations.

12.2. Unless otherwise specified, we will place your funds in one or more segregated accounts held with a financial institution. By agreeing to this Agreement and establishing a business relationship with us, you expressly consent to the allocation of your funds in an omnibus account. In such cases, all Client Money is treated as the property of our clients, and we will never use it to meet any of our obligations under any circumstances. An omnibus account means that your funds will be pooled with funds belonging to other clients in a Segregated Account. In general, accounts held with financial institutions, including omnibus accounts, may carry various risks. For instance, in the event of default, no individual client will have a claim to a specific sum in a specific account in the event of the institution's insolvency or default. Any client's claim will be directed towards the funds held in the Segregated Account in accordance with the jurisdiction's laws. Under such circumstances, the respective national deposit guarantee scheme may apply without considering the ultimate beneficial owners of an omnibus account.

12.3. We will prudently select, appoint, and periodically evaluate the financial institutions where we maintain Client Money, adhering to our regulatory obligations. In this regard, we assess the credit rating of the institution(s) before depositing any Client Money and take reasonable steps to periodically assess their credit risk. To ensure diversification, we may utilize multiple institutions and set internal percentage limits for each selected institution. We will provide instructions to the institution(s) for the transfer and handling of Client Money. In cases where you have an open position, we may offset any unrealized losses resulting from your position against the Client Money held by us in any account. This means that we have the right to transfer all, or part of the unrealized losses incurred by you from the Segregated Account to an account of Eurotrader. Conversely, we may transfer any unrealized profits gained from your open position from one of our accounts to the Omnibus Account.

12.4. Provided that we fulfil our legal obligations, we may hold Client Money In any jurisdiction. Any such Client Money will be subject to the laws of that territory, and your rights may vary accordingly. According to applicable legislation, we will establish adequate organizational arrangements to comply with any requirement regarding Client Money and exercise all due care in selecting, appointing, and periodically reviewing the third party and the arrangements for the holding and safekeeping of those financial instruments. However, we will not be held responsible for the solvency, acts, or omissions of any institution where Client Money is held, regardless of the jurisdiction.

12.5. We will not pay interest on any Client Money held on your behalf, regardless of whether we receive interest on those deposits from the financial institution(s) where we hold the Client Money.

12.6. We will conduct regular fund reconciliations in accordance with applicable legislation and our internal policies and procedures. Any necessary transfers to or from the Segregated Account will be processed on the next business day unless this is not feasible for any reason.

12.7. Any amounts corresponding to liabilities you owe to us, including those arising from the abuse of negative balance protection, may be deducted directly from the balance of any of your Account(s) or Wallet under your profile.

12.8. You have the right to withdraw any portion of the Client Money equal to the available free Margin in your Account(s) to your Wallet, subject to any applicable restrictions regarding its operation and any other rights or limitations on such withdrawal. We reserve the right to reject a withdrawal request in cases where we have reasonable grounds to believe that the instruction is being placed to abuse our Negative Balance Protection Policy ('NBP'). Further information on withdrawal times is available on our Website.

12.9. Any transfers will only be effective after our systems have recorded the relevant credit or debit of the funds to the appropriate Account(s). While we will make reasonable efforts to ensure that transfers are executed in a timely manner, we cannot guarantee the duration of this process. It is your responsibility to provide us with complete and accurate information promptly to avoid delays or other losses.

12.10. Any funds you transfer to us for the purpose of funding your Account will be deposited in your Wallet on the Value Date, net of any transfer fees or other charges imposed by the financial institution(s) or any intermediary involved in the process of sending or receiving the funds. We may, at our sole discretion and without obligation, credit funds still in transfer before the Value Date to your Wallet. We will make every effort to ensure that transfers are processed promptly, provided that this is within our reasonable control.

12.11. We will deposit funds into your Wallet only after we are satisfied that the funds are being sent by you or your Authorized Representative from an account in your name, and that the funds do not violate any terms in the Agreement and/or applicable laws.

12.12. We reserve the right to request additional information and/or documentation at any time to ensure that your dealings with us, including deposits and withdrawals, are legitimate or for any other reason to fulfil and comply with our regulatory obligations. It is your responsibility to provide us with complete and accurate information, and your failure to do so may result in processing delays or request rejections.

12.13. Furthermore, if we are not satisfied with the above and reject an incoming transaction, we reserve the right to return the funds to the sender, net of any transfer fees or charges we may incur. Any refund will be sent to the same source from which the funds were received. We will only deviate from this policy when we are satisfied that doing so will not contravene any of our policies and applicable legislation.

12.14. Our policy is to ensure that all withdrawals, either in part or in full, of the funds you deposit with us are sent to the same source from which the funds were received. If, for any reason, we are unable to do so and subject to any restrictions under the regulatory regime, we will return the funds as requested, in part or in full, net of any transfer fees, charges, or other deductions incurred by us.

12.15. You acknowledge that we reserve the right to approve or reject your funding and/or withdrawal requests based on the chosen payment method. We may also recommend an alternative method for your request. Further details regarding our approved payment methods are available on our Website. For instance, if a client requests a withdrawal using a different method than the one used for the deposit, the request may be declined, and the client will be permitted to use a previously used method for the withdrawal.

12.16. You understand that we are obligated to process funding requests in compliance with relevant rules and regulations, and requests that fail to comply with our legal responsibilities may not be fulfilled. This could apply to situations where the documentation you provided is deemed unsatisfactory. In such cases, we retain the right to partially or fully reverse the transaction, deducting any applicable transfer fees, charges, or other expenses incurred by us. Please be aware that there might be instances where we cannot provide a specific explanation for the inability to proceed with your request.

12.17. Any inquiries or requests relating to the administration of your Account(s) should be submitted via email to our support and/or Backoffice team. You can find the relevant contact information on our Website https://www.eurotrader.com/contact/

12.18. We will exert reasonable efforts to provide you with updates regarding the status of your funding and/or withdrawal requests, particularly with regard to processing durations and any necessary documentation that, if not supplied, might cause delays.

12.19. If you receive funds from us in error, you agree to hold such funds in trust for the benefit of Eurotrader or the rightful owner. If you use any mistakenly received funds, we retain the right to reclaim those funds, along with any profits generated from their use, on behalf of the rightful owner. Furthermore, we are not liable to compensate you for any losses resulting from the use of these funds, and the full claim to the funds remains valid.

12.20. In compliance with legal requirements and/or relevant regulations, we retain the right to subtract or add funds to your Account(s). Our utmost priority is to avoid deductions unless it becomes necessary. This provision may come into play in scenarios where we provide financial instruments and must withhold a portion of the earnings for taxation reasons.

12.21. You acknowledge and agree that we retain the authority to offset any debts you owe under this Agreement. In cases where these liabilities are denominated in various currencies, we may convert them using prevailing market exchange rates.

12.22. You acknowledge and consent to our authority to settle any outstanding balances by deducting them from your Account(s). Once this process is finalized, we will regard the obligation as met and resolved. We retain the right to address any obligation that remains unsettled.

12.23. If your Account is inactive for a period of five (5) years with a positive balance (i.e., there are funds available in your Account), and during that period, no transactions have been carried out related to the account or on the instructions of the account holder, and we are unable to contact you after making reasonable efforts to do so, we will have the right to cease treating those funds as Client Money and make a deduction from your Account in accordance with paragraph 13.7. If you later make a valid claim to us, we may pay you any amount owed to you by us.

12.24. Withdrawal requests shall only be processed upon the Client's completion and submission of all required Know Your Customer ("KYC") documentation, as determined by the Company in accordance with applicable laws and regulations. Until such documentation has been duly received and verified, the Company shall not be obligated to process or approve any withdrawal request.

13. Costs and Charges

13.1. Before engaging in any transactions with us, whether through the Software or otherwise, it is essential to ensure that you comprehend and consider all relevant fees, including Spreads, Commissions, and Swaps, the complete details of which are accessible on our Website. You are

responsible for seeking further clarification should you require it. These fees are directly deducted from your Account(s). To simplify the process, you can utilize our cost calculation tools available on our Website to view all costs and associated charges and understand how to pay them.

13.2. Charges may not always be denominated in monetary terms and can be represented in other units like spread, which can vary based on the instrument and market conditions. Spread costs are measured in pip value, and you can find the pip values for all our instruments on our Website, within the Trading Specification section (separate tabs are provided for various asset classes). You can also calculate spread costs using the calculation tool mentioned in paragraph 13.1.

13.3. Any charges applicable to your transactions with us may be amended from time to time without prior notice. In the case of a significant alteration to any applicable charges, you will be notified in advance in writing, except in cases of unforeseen market circumstances, where notification may occur on or after the event. For a complete list of our cost and charges please refer to the Cost and Charges document available on our Website. The most current information regarding our spreads, commissions, and swap rates can be found on our Website. If you disagree with any changes, you have the right to terminate the Agreement under the 'Termination' section without incurring any penalties.

13.4. If you are dissatisfied with any changes to our charges, you may reach out to our Customer Support Department or terminate the Agreement in accordance with the provisions herein, without incurring any penalties aside from any due fees

13.5. Swaps are associated with credits or debits to your Account based on the position held and the prevailing interest rates of the currency pair involved in a transaction. This operation occurs at 21:59 (Server Time), with the resulting amount automatically converted into your Balance Currency.

13.6. Swaps are typically charged once every business day from Monday to Thursday (Server Time). However, the swap may triple on specific days to cover weekend swap charges, and this depends on the instrument being traded. For CFDs on Currencies and Metals, the swap rate triples on Wednesdays, while for CFDs on Indices, Cryptos, Energies and Stocks, the swaps are tripled on Fridays. More detailed information about Swaps can be found on our Website. Eurotrader reserves the right to change the days of triple swap charges at any time without notice.

13.7. In the event any of your trading accounts becomes inactive, meaning there are no open positions, and you haven't initiated any trades for a period of six (06) months, we may apply an Inactivity Fee of USD 25 (or currency equivalent) to cover account maintenance and administration. This Inactivity Fee will be charged monthly as long as the account remains inactive. The fee is charged separately for each of your inactive accounts. If the balance of an inactive

account falls below 25 USD (or currency equivalent), the Inactivity Fee for that account will equal the remaining balance. In the case where all your trading accounts are inactive, we reserve the right to apply Inactivity Fees to your Wallet. Please note that we won't send prior notifications before charging these fees. It is your responsibility to monitor your Account(s) and take necessary actions. We also retain the right to adjust the 06-month inactivity period as needed.

13.8. Some payment methods may incur transaction fees. Engaging in deposit and withdrawal activities without conducting any trades with us may lead to fees or charges, which depend on the specific payment methods used. Details of these fees are available on our Website.

14. Taxation

14.1. Investing in financial instruments may be subject to taxation based on your place of residence, and this could vary depending on your individual circumstances. If you have any uncertainties regarding how taxation may affect you, we strongly recommend seeking independent tax advice. Please be aware that we do not offer any financial or tax advice.

14.2. It's important to understand that tax regulations can change over time, and if such changes occur, we reserve the right to deduct tax payments, including, but not limited to stamp duty, capital gains tax, or other forms of tax that may apply to your transactions with us, directly from your Account.

14.3. You should also be aware that specific transactions involving certain financial instruments might incur tax obligations under the applicable tax laws, such as stamp duty, transfer tax, dividend tax, withholding tax, or other taxes or duties in various jurisdictions. In such cases, any tax obligation will be passed on to you through deductions from your Account.

15. Data Protection and Confidentiality

15.1. As the data controller for your personal information, we will process your data during and after your association with us in compliance with the Data Protection Act of Mauritius, regarding the processing of personal data and the free movement of such data, along with other relevant data protection laws that may be amended over time.

15.2. By entering into the Agreement, you agree and acknowledge that we shall process your personal data including special categories of personal data (subject to your documented consent), which you provided to us upon registering for an Account and/or in the course of our business relationship.

15.3. We will handle your personal data for the following purposes:

- Delivering our services to you.

- Meeting any legal, regulatory, or authoritative requirements, or any applicable professional body standards, where relevant to our operations.

- Furnishing you with information about us and our services, as well as enhancing our services periodically.

- Sustaining our IT systems, which encompass our administrative and client management systems.

15.4. We process your personal data for the purposes mentioned herein on the lawful basis that:

- You have given consent (where applicable).

- The processing is necessary for the performance of our contract and to take steps at your request prior to entering our contract.

- The processing is necessary for compliance with a legal obligation to which we are subject.

- The processing is necessary for the purposes of the legitimate interests pursued by us (subject to the relevant individual's fundamental rights and freedoms overriding such interests).

15.5. You have the right to request from us access to and rectification or erasure of personal data or restriction of processing concerning you or to object to processing and to withdraw your consent (where applicable) at any time by notifying us in writing as well as the right to data portability.

15.6. You acknowledge that we shall store your personal data (and records of your dealings with us) for as long as your Account is active and registered with us / we are providing the services to you and/or as required under applicable law.

15.7. We may share your personal data with affiliated companies within the group, marketing companies, business partners, IT service providers, and other financial institutions, including payment service providers, banks, and relevant third-party introducers, for the purposes outlined in paragraph 15.3 above.

15.8. Additional Information on the Processing of Personal Data, including details about our lawful basis for processing, data subject rights, and principles governing data transfers, can be found in our Privacy Policy, accessible on our Website.

15.9. Eurotrader has appointed a Data Protection Officer ('DPO') responsible for ensuring compliance with relevant data protection laws and serving as the Company's liaison with the competent authority.

15.10. If any changes occur in your personal data during our business relationship, it is your responsibility to promptly update and maintain the accuracy of this information. You may contact us through the official contact channels available on our Website to make the necessary updates.

15.11. We are committed to implementing suitable technical and organizational measures to maintain a level of security that matches the associated risks. However, please be aware that data transmission over the internet and other networks may not always guarantee the highest level of security for personal data. Therefore, it is your responsibility to ensure that you transmit data to us through secure means.

16. Communications Protocols

16.1. We will contact you through your registered email, the Software, or by telephone for any notices, instructions, requests, or other communications. In certain cases, formal written communications will be sent via postal mail to your registered address. You can find all our contact details on our Website. Any communication you send to us will be considered received on the date and time we receive it. It is your responsibility to regularly check and read any communications we send you using any approved method.

16.2. Both before and after the establishment of our business relationship, you agree that English is Eurotrader's official language. Any information, including marketing materials, translations of the Agreement, or other communications provided in languages other than English are for your convenience only. In the event of a dispute, the English version shall prevail.

16.3. You consent that we may provide you with information in a mix of English and your preferred language both before and after the establishment of our business relationship. If you access and use our Website in a language other than English, it signifies your preference for information in that language.

16.4. You acknowledge that information provided through our Website or similar electronic means is not individually addressed to you. However, you expressly consent to receiving information in this format, which is considered a durable medium. You further agree that we use electronic forms (such as the Website, Eurotrader Client portal, trading platforms, and other software) to provide information, as it aligns with the nature of our business. By maintaining or opening an account with us and executing trades, you explicitly consent to us delivering information to you in this electronic format.

16.5. Any communication sent by Eurotrader is meant for your receipt only. You bear the responsibility of maintaining the privacy and confidentiality of the information we transmit to you.

16.6. Periodically, we may reach out to you for business, marketing, and promotional purposes, in full compliance with the relevant rules governing client communications.

16.7. Orders or instructions sent to us via email or electronic means serve as evidence of the orders or instructions given.

16.8. You are responsible for ensuring timely communication with us on any matter. We cannot be held liable for losses resulting from delayed or undelivered communications sent to you by us.

17. Recording of Communications

17.1. As a regulated entity, we are legally required to maintain comprehensive records of all the services, activities, and transactions we undertake. Consequently, we archive all forms of communication, encompassing inbound and outbound phone calls, as well as electronic communications pertaining to any transactions executed while operating under our account. This includes services related to receiving, transmitting, and executing client orders, along with the aim of ensuring quality, facilitating training, and fulfilling various regulatory obligations. Moreover, we archive all other forms of communication between you and us, such as chat messages, emails, and additional electronic interactions, even if these exchanges do not culminate in the execution of such transactions or in the provision of client order services. We retain the right to access and employ these records whenever we consider it necessary, including but not limited to scenarios involving dispute resolution.

17.2. We may, discreetly and without a caution tone, record telephone conversations for the purpose of promptly and accurately documenting essential transaction details and any other significant information concerning such transactions. These recordings are securely stored in a durable format, preventing any unauthorized alterations or deletions. We may, if required by regulatory authorities to fulfil our regulatory obligations, share copies of these recordings without requiring your consent.

17.3. We will retain duplicates of these records for the duration mandated by relevant regulations, commencing from the record's inception date. Should you wish to obtain copies of these recorded communications, you can do so by submitting a written request, and we will furnish them to you accordingly.

17.4. You acknowledge and agree that you have been duly informed in advance regarding the recording of any telephone conversation or electronic communication between you and us, as stated in the aforementioned notification.

18. Promises, Guarantees and Warranties

A 'warranty' (commonly referred to as a 'promise') is a commitment or promise made by you, assuring us that the information provided is accurate and confirming the truthfulness of the statements you have provided. If the information provided is found to be false, it grants us the right to terminate our relationship and take any other necessary actions.

18.1. You confirm and assure that you have entered into this Agreement of your own volition and without any undue influence or persuasion. Your decision to enter into this Agreement is solely based on the representations contained herein.

18.2. If you are a natural person (i.e., an individual), you guarantee that you are at least 18 years old at the time of entering into this Agreement.

18.3. If you are a legally established entity (i.e., a legal person), you guarantee that your entry into this Agreement is in full compliance with your constitutional documents and the laws of the jurisdiction where you are incorporated.

18.4. Moreover, you affirm that you have knowledge of any prerequisites and ramifications, including, without limitation, any restrictions or reporting obligations imposed by your local jurisdiction as a consequence of entering into the Agreement. Eurotrader will not bear responsibility for any obligations imposed on you by your local authorities. Hence, you commit to adhering to any relevant prerequisites.

18.5. You assert and guarantee that you have received a cautionary advisory and comprehend that trading in complex Leveraged Products carries a substantial risk of losses. Due to the speculative nature of trading, you acknowledge that you should not invest more than you can afford to lose.

18.6. Additionally, you confirm and vouch for the accuracy of the information provided during your registration for Account opening, reflecting your personal circumstances. You have not submitted any false or deceptive information. Furthermore, you assure that if any data furnished during the registration process becomes outdated, you will promptly notify us in writing of the changes in your circumstances.

18.7. You also affirm and guarantee that you will not share information about financial instruments, such as pricing details and chart data provided by Eurotrader, with any third party for commercial use.

18.8. You affirm and commit that:

- The funds you will use for trading with us are your own and are not subject to any lien, charge, pledge, or other burden or encumbrance.

- These funds are not derived, directly or indirectly, from any unlawful act or omission, nor are they a result of any criminal activity that falls under the scope of predicate offenses outlined in relevant anti-money laundering and counter-terrorism financing laws and regulations, which may be amended or replaced periodically.
- If you are entering into the Agreement as an authorized representative or trustee of a third party and provide us with the necessary documentation to meet our regulatory requirements, you are acting in your individual capacity, and you are not representing or holding assets in trust for a third party.

18.9. You warrant the validity and authenticity of any documents submitted to us during the Account opening process and throughout the Agreement's duration. If, at our sole discretion, we determine that any document is incorrect or invalid, we may request alternative documentation. Your failure to provide such documentation may result in us taking necessary actions.

19. Limitation of Liability

19.1. The Client acknowledges that their use of our services and any systems owned or operated by the Company is entirely at their own risk unless negligence or fraud is proven on the part of Eurotrader (including its employees).

19.2. In essence, neither party shall be held responsible for losses stemming from unforeseeable events at the Agreement's inception or for losses unrelated to breaches of the terms outlined herein.

19.3. In our efforts to offer you the services outlined in this Agreement; we will make reasonable efforts to vet any third parties we may engage with. However, it's important to acknowledge that we cannot fully control the actions and conduct of these third parties. We are committed to making every reasonable effort to mitigate any losses you might incur due to the actions or failures of third-party service providers. However, we cannot be held responsible for any losses resulting from such third-party actions or failures unless we are found to have acted negligently.

19.4. You accept, acknowledge and agree that you are engaging in all transactions with us at your own risk, and we shall not be held liable for any losses arising from your trading activities with us, except in cases of our own misconduct. This provision does not limit our liability for death or personal injury.

19.5. We will not be liable to you under the Agreement for any loss or damage caused by us or our employees or agents unless in the event of our negligence, fraud, breach of the Agreement, breach of any law, and/or any other act and/or omission by you. Notwithstanding any other provision in the Agreement, this exclusion of liability applies to the following circumstances:

- Unavailability of the Software and/or our systems, other than in instances of wrongdoing by us.

- Inability to access our Software and/or Eurotrader Client Portal or any other system, or any delay you may suffer when attempting to contact any of our staff, unless this is due to wrongdoing by us.

- Us taking measures to ensure compliance with any applicable law or regulation, including where we are precluded from processing any instruction from you, which may result in us breaching the applicable law.

- Such loss or damage, which is not a reasonably foreseeable result of any such breach.

- Any other event and/or circumstance, which is outside our control.

19.6. We will not be held liable for any inability to access the Software and/or Eurotrader Client Portal. We shall not be accountable for any delays, delivery failures, or any loss or damage resulting from information transmission across any network, including, but not limited to, the internet.

19.7. The limitations and exclusions set forth in this Agreement shall be in effect regardless of whether we, our employees, and/or affiliates have knowledge of any losses you may experience or any claims you may assert against Eurotrader.

19.8. If you have relied on a third party and/or followed any instructions, guidance, or advice from a third party, including trading signals and/or copy trading strategies, which have led to losses, we will not be held responsible. Please understand that our services are provided on an execution-only basis, and therefore we do not assume responsibility for any losses resulting from such circumstances.

19.9. If you choose to download, install, and/or utilize any trading solutions, including algorithms, 'Expert Advisors' ('EA'), or trailing stops, we will not assume responsibility for any losses you may experience due to their use. If we determine that you are using these solutions in bad faith or in violation of the terms outlined herein, we retain the right to terminate the Agreement.

20. Indemnification for Liabilities and Losses

20.1. You agree to indemnify us against all costs, liabilities, damages (including those affecting our reputation), and losses, whether direct, indirect, or consequential. This indemnification also covers any related interest, penalties, and professional expenses (calculated on a full indemnity basis) that we may incur due to the following reasons:

- Your failure to fulfil your obligations under the Agreement.

- Providing us with false or misleading information; and/or

- Enforcing the Agreement due to actions mentioned in the aforementioned.

20.2. Indemnity, in general, is a financial reimbursement provided as compensation to cover losses or damages suffered.

21. Circumstances and Events Beyond Our Control (Force Majeure)

21.1. This section pertains to occasional events that may impede our ability to fulfil some or all of our obligations ('Specific Events') which may include:

- Interruptions or failures in utility services caused by natural, technological, or economic factors, acts of God, pandemics, civil emergencies, acts of terror, political, governmental, or social events.

- Non-performance by a third party, man-made destruction, or similar events not reasonably under our control.

- Illegitimate actions, system errors, failures, and disruptions in our or third-party infrastructure (regardless of ownership) against our servers.

- Changes in applicable laws, actions of official bodies, or alterations in our legal or regulatory obligations due to unforeseen circumstances.

- Acts or omissions by financial or other institutions that we couldn't predict or prevent.

- Events preventing the orderly or normal operation of the Software or systems.

- Abnormal market conditions, such as significant market volatility or industry instability, affecting our ability to provide services in an orderly manner, including cases where data reception is disrupted, or incorrect data is received from service providers.

- Any other unforeseeable circumstances within reason.

To clarify, a Specific Event is an occurrence beyond our control that, although reasonably anticipated or impending, is not something we could foresee or prevent.

21.2. In the event that we determine a Specific Event has occurred, and without prejudicing our other rights under the Agreement or the law, we may take the following actions:

- Inform you, when circumstances permit.

- Modify margin requirements or leverage.

- Adjust spreads.

- Close any Open Position(s) at the available market price, including combining or closing positions at 'Volume-Weighted Average Price' ('VWAP') or requesting amendments to closed positions.

- Suspend, limit, or restrict our services to you.

- Amend Agreement terms if they are no longer feasible for us to comply with.

- Cease trading.

- Restrict access to or usage of the Software, Eurotrader Client Portal, or any other system.

- Implement changes to open trades.

- Allow close-only functionality.

- Reject or delay the processing of any withdrawal request from your Account(s).

- Impose specific terms for your orders, considering factors like size, volatility, and liquidity.

- Temporarily suspend, remove, or alter products or contract specifications.

- Exercise any rights as provided under the Agreement and our Order Execution Policy.

21.3. We will make every reasonable effort to promptly restore the orderly provision of our services. In cases where such restoration is entirely impossible, we will communicate the required actions to safeguard both your interests and ours, whenever feasible.

21.4. In situations where we are incapable of fulfilling any of our obligations to you because of a Specific Event, it shall not constitute a breach of the Agreement.

22. Changes and Amendments to the Agreement

22.1. We retain the right to modify various sections of the Agreement periodically, subject to the clause below, particularly, but not exclusively, when we believe that such adjustments are necessary to adhere to any obligations within the regulatory framework. In such cases, we will make an effort to notify you either in writing or through our Website, unless circumstances prevent us from doing so.

22.2. When we consider any alterations to be substantial and/or to your disadvantage or to our advantage, these changes will take effect on the specified date in our notice to you. This allows you to receive advance notice and exercise your right to cancel the Agreement without incurring any penalties.

22.3. You retain the right to terminate the Agreement if you disagree with any modifications implemented by Eurotrader. Similarly, we hold the right to terminate the Agreement should you disagree with any changes we introduce.

22.4. All ongoing transactions between you and us will be subject to any amendments, unless indicated otherwise in our notice.

22.5. We may rectify any errors or omissions in any information or documents provided by us, provided such corrections do not significantly impact the Agreement.

22.6. It is your responsibility to stay informed of any adjustments made to the Agreement. The most current version available on our Website will be considered the applicable version at any given time. In the event of a dispute, the version available at the time of the dispute will take precedence.

23. Termination

23.1. You have the option to terminate the Agreement at all times at your discretion and without incurring any penalties. You may do so by promptly notifying us via email using your registered email address, provided there are no active positions in your Account and no outstanding obligations to us.

23.2. We reserve the right to terminate the Agreement at any time for any reason, providing you with a minimum notice period of 7 days, unless circumstances described in the following clause necessitate immediate termination. In such cases, we will specify the termination date and proceed to close any open positions in your Account.

23.3. The Agreement shall be terminated with immediate effect, irrespective of any other actions, in the event of any of the following occurrences:

- A breach of any part of the Agreement by you.

- The issuance of an application, order, resolution, or any other announcement regarding bankruptcy or winding-up procedures involving you.

- Your death or incapacity (please note that in the event of death, any funds in your Account(s) will become part of your estate).

- Reasonable grounds to believe that you have acted in bad faith, including but not limited to instances where you have intentionally or unintentionally abused our 'Negative Balance Protection' policy. This includes, but is not limited to, hedging your exposure through multiple trading Accounts, whether under the same profile or linked to another Client.

- Actions contrary to our 'Order Execution Policy' or any other policies or procedures.

- A breach of any applicable law by you, including but not limited to any anti-money laundering laws and regulations.

- All accounts remaining inactive for a period of six (06) months.

23.4. Termination of the Agreement does not nullify the existence of any outstanding responsibilities for either party. Upon termination:

- Any outstanding amounts due.

- Any costs incurred by us because of the termination of the Agreement.

- Any damages incurred post-termination require immediate settlement. Unless both parties agree otherwise in writing, any amounts due or outstanding will be either deducted from or credited to the Client's Account.

23.5. In the event of terminating the Agreement and the need to transfer any available amount from your Account(s) to you, such a transfer will be net of any outstanding amounts due unless prohibited by law.

24. Applicable Law and Jurisdiction

24.1. This Agreement is governed by the laws of the Republic of Mauritius. We will make every effort to resolve disputes promptly and effectively. Subject to any mandatory rights that cannot be excluded, disputes arising out of or in connection with this Agreement shall be subject to the jurisdiction of the competent courts of the Republic of Mauritius.

25. Standard Clauses

25.1. The Agreement is not transferable. However, we may assign our rights and obligations under the Agreement as long as it doesn't diminish your protections, complies with applicable laws, and is communicated to you in advance.

25.2. Exclusivity of this Agreement: These terms are the sole basis for the services provided to you. If you seek any modifications, kindly request written confirmation to ensure clear expectations and prevent potential disputes.

25.3. Partial Invalidation: If, under any circumstances, a court of competent jurisdiction deems any part of the Agreement or any specific clause to be unenforceable, that specific part shall be excised from the Agreement or clause, and the rest of the Agreement shall remain fully valid and enforceable.

25.4. Delay or Inaction: Any failure or delay on our part to exercise any right or remedy provided under the Agreement or by law shall not be construed as a waiver of that right, nor shall it hinder or limit the subsequent exercise of that right or any other rights or remedies. The exercise of any right or remedy, either partially or in full, will not impede or curtail the future exercise of that right or any other rights or remedies.

25.5. In order to clarify the interpretation of certain terms and phrases used in the Agreement, the following principles apply:

- Capitalization: Terms that start with a capital letter in the Agreement will have specific meanings unless stated otherwise.
- Singular and Plural: Capitalized terms can be used in both the singular and plural forms as appropriate.
- Statutes and Obligations: Any reference to a statute or statutory obligation includes any extensions, reenactments, or modifications made from time to time.
- Documents and Information: References to documents, including any information provided, encompass those documents as amended over time.
- Inclusion: When the Agreement includes the terms 'including' or 'includes,' they should be understood as inclusive without limitations.
- Subsections, Clauses, Titles: Subsections, clauses, and titles are included for convenience purposes only and do not impact the interpretation of the Agreement.
- Bolding for Reference: The bolding of specific paragraphs, words, or phrases in the Agreement is solely for ease of reference. It is your responsibility to read the full terms and conditions.
- Obligations: Any obligation on one party not to do something also implies an obligation not to allow that action to be carried out.

25.6. Upon the termination of the Agreement, certain clauses will continue in effect to maintain the intended meaning of the Agreement. These clauses are found in the following sections:

- 'Mutual Understandings'
- 'Data Protection and Confidentiality'
- 'Promises, Guarantees and Warranties '
- 'Limitation of Liability'
- 'Indemnification for Liabilities and Losses'
- 'Termination'
- 'Applicable Law and Jurisdiction'
- 'Standard Clauses'

Additionally, any other clause necessary for the complete understanding and enforcement of the Agreement will also persist beyond the Agreement's termination.

Schedule A: Glossary

Account: Refers to the trading account(s) and/or the Wallet (as the context requires) with a unique number, held by a Client for the purpose of trading financial instruments through the Eurotrader trading platform(s).

Affiliate Entity: Denotes any company or entity, including subsidiaries and/or holding companies of Eurotrader, each subsidiary of such a holding company, or any other entity under common control with Eurotrader, whether directly, indirectly, or otherwise.

Authorised Representative or Attorney: Signifies an individual expressly authorized by the Client to act on their behalf. This relationship is formalized through a Power of Attorney, a copy of which is retained by Eurotrader.

Balance Currency: The currency in which Account(s) are denominated. All charges, including but not limited to spread(s), commission(s), and swap(s), are computed in this currency.

Balance: Represents the available funds in an Account, which can be utilized for trading financial instruments.

Client Money: Money deposited by the Client into Eurotrader's accounts, held for the Client, and calculated as the sum of funds deposited by the Client, adjusted by any unrealized or realized profit or loss of open positions, as well as any amounts owed by the Client to Eurotrader and vice versa.

Contracts for Differences (CFDs): These are derivative financial products traded on margin ('Leveraged Products'). CFDs are off-exchange (OTC) agreements to exchange the difference in value of a specific instrument or currency between the agreement's initiation and closure. This enables Clients to replicate the economic effects of trading in particular assets without actual ownership.

Equity: Signifies the balance, inclusive of any profits or losses resulting from Open Positions.

Eurotrader Client Portal: Refers to: https://my.eurotrader.group/

Instructions: Includes any requests made by Clients concerning their accounts, excluding orders to buy or sell financial instruments on our platform(s).

Required Margin: Refers to the minimum amount of funds that a trader must have in their trading account to open and maintain a specific position. It acts as collateral to cover potential losses, ensuring that the trader can meet their financial obligations during the trade.

Margin Level: Represents the ratio of a trader's equity to the used margin, expressed as a percentage. It indicates how much of a trader's account balance is available as free margin, which can be used to open new positions.

Over the counter (OTC): Refers to instruments and financial products that are traded directly between parties, typically decentralized and outside of traditional exchanges. They are not traded on formal exchange platforms.

Power of Attorney: Refers to a legal document that grants an individual, known as the "attorney-in-fact" or "agent," the authority to trade, manage, deposit, withdraw and act on behalf of another person, the "principal."

Leveraged Products: Refers toinvestment instruments that allow traders and investors to control a larger position or exposure with a relatively small amount of capital.

Segregated Account: Refers to an account held with a banking institution for safeguarding Client funds. These accounts are held in trust, with Clients as ultimate beneficiaries, in accordance with applicable rules.

Server Time: Signifies GMT (or GMT+1 during daylight saving time, if applicable).

Value Date: Indicates the clearing date of funds.

Wallet: Denotes the account with a unique number, maintained by the Client for the purpose of managing funds, such as depositing, withdrawing, and transferring money from and to their Eurotrader trading accounts.

Website: Refers to https://www.eurotrader.com and Eurotrader Client Portal https://my.eurotrader.group/

Eurotrade International Ltd

3 Emerald Park, Trianon, Quatre Bornes 72257,

Republic of Mauritius

T: +44 800 102 6038

www.eurotrader.com | support@eurotrader.com

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