

Client Terms and Conditions

SECTION 1 – GENERAL TERMS

WARNING NOTICE

OUR PRODUCTS AND SERVICES AT **TRADIN** ARE NOT SUITABLE FOR EVERYONE AND CARRY SIGNIFICANT RISK, ESPECIALLY FOR RETAIL CLIENTS. BY ACCEPTING THESE TERMS AND EACH TIME YOU TRADE WITH US, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE RISKS DESCRIBED HEREIN, IN THE PRODUCT SCHEDULES, AND IN OUR RISK WARNING NOTICE PUBLISHED ON https://tradin.com.

1. About us

1.1 Tradin is authorised and regulated by FSC with license number GB25204266. The firm's registered office is at The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201, Ebene, Republic of Mauritius

2. The Agreement Between You and Us

- **2.1** In these Terms, references to "Tradin", "we", "us", and "our" refer to Tradin, including any of its successors or assignees. References to "you" and "your" refer to the client, whether an individual or an entity, including any successors, assignees, and any Authorised Individuals acting on behalf of the entity. Additional defined terms are provided in Clause 89.
- **2.2** These Terms and Conditions, including any Schedules (collectively referred to as the "Terms"), together with all documents referenced herein—such as the **Risk Warning Notice**, **Order Execution Policy**, **Conflicts of Interest Policy**, and any other applicable policies as amended from time to time—form the binding agreement between you and Tradin (the "Agreement").
- 2.3 These Terms govern the overall relationship between you and us. For each specific Product you trade with us, the terms applicable to that Product are set out in its corresponding Schedule. You must read and agree to both these Terms and the relevant Schedule before engaging in trading activities.
- **2.4** If any inconsistency arises between a Schedule and the general Terms, the provisions of the Schedule will take precedence to the extent of the inconsistency.
- **2.5** In the case of any inconsistency between these Terms and other documents within the Agreement, these Terms will prevail to the extent necessary.
- **2.6** You are responsible for regularly checking our Website and reviewing the most current version of the Agreement. We reserve the right to amend these Terms in accordance with Clause 74.
- **2.7** These Terms replace any previous agreement between you and us on the same subject matter and will apply to all transactions contemplated herein.
- 2.8 This Agreement becomes effective once you expressly agree to these Terms or when you begin using our Services—whichever occurs first. Your continued access and use of our Services will be deemed as your acceptance of the Agreement.
- 2.9 If you have any questions regarding the Agreement, please contact us using the information provided in Clause

3. Products and Services

- **3.1** Subject to these Terms, we will provide you with non-advisory, non-discretionary, and execution-only services (including Electronic trading Services as outlined in Clause 15), along with any other services we may offer periodically in connection with our Products.
- **3.2** We reserve the right, at our sole discretion, to withhold or restrict access to one or more Products in accordance with the Agreement, our Policies, and any other relevant considerations.

4. Risk Disclosures

- **4.1** Investing in derivative products, including rolling spot forex, involves a high level of risk as detailed in our Risk Warning Notice available on our Website. Our Services are intended for individuals with sufficient knowledge and experience in financial markets and in the types of transactions and Products covered by these Terms.
- **4.2** By agreeing to these Terms, you confirm that you possess the necessary knowledge and experience to engage with our Services, understand the associated risks, and have provided us with all information required to assess service appropriateness. If you are uncertain about the suitability of our Services, you should seek independent financial advice before proceeding.
- 5. Capacity



- **5.1** We act as a straight-through processing (STP) broker and will quote prices supplied electronically by our Liquidity Providers via our Electronic trading Services.
- **5.2** You agree to act solely as principal when using our Services and entering into transactions. You must not act as an agent or trustee for another party at any time.

6. Restricted Countries

- **6.1** We may restrict or prohibit the provision of our Services to clients domiciled in, or accessing our Services from, Restricted Countries. This list may be updated from time to time. Contact us if you need clarification.
- **6.2** If you or any Authorised Individual travels to or through a Restricted Country, access to your Account or our Services may be restricted. This applies even if you do not ordinarily reside in that jurisdiction. We are not liable for any losses resulting from such access limitations.

7. Compliance with Applicable Regulations

- **7.1** These Terms, and all Positions and transactions executed under them, are governed by Applicable Regulations. Accordingly:
- (a) Where these Terms conflict with Applicable Regulations, the latter shall prevail;
- (b) We may take or omit any actions we deem necessary for compliance with Applicable Regulations;
- (c) Any such compliance actions will be binding upon you;
- (d) We and our staff (including affiliates, officers, and representatives) shall not be liable for any actions or omissions undertaken to comply with Applicable Regulations;
- (e) These Terms do not limit or exclude any mandatory duties owed to you under Applicable Regulations.

8. Communications Between You and Us

Communicating with Us

- 8.1 You may contact us using the communication methods listed on our Website.
- 8.2 Orders must be placed in accordance with Clause 25, and notices must be delivered pursuant to Clause 71.

Communicating with You

- **8.3** You authorise us to communicate with you through our Platforms, Website, email, phone, post, live chat, or any other communication method.
- **8.4** We will use your most recently provided contact details. You must inform us immediately of any changes to this information, including your country of residence or nationality.

Electronic Communications

- **8.5** Acceptance of documents via electronic means—such as checkbox confirmations, emails, or on-platform confirmations—will be legally binding.
- 8.6 Any use of electronic signatures will be treated as equivalent to a physical signature.

Telephone Communications

8.7 You agree that all telephone or face-to-face communications with us may be recorded, including without the use of a warning tone.

All Communications

8.8 All communications with us may be used for training, complaint resolution, legal purposes, or as evidence in disputes. We will retain such records for the duration required under Applicable Regulations and may provide copies upon request, potentially subject to a fee. These records shall serve as proof of any instructions or orders given by you.

9. Complaints Procedure

- **9.1** We maintain internal procedures for handling complaints promptly and fairly. You may submit a complaint through the process outlined in our Complaints Handling Procedure available on our Website.
- **9.2** We will acknowledge receipt of your complaint in writing within five Business Days and provide information regarding our complaint resolution process, including when and how you may escalate the complaint to the relevant regulatory authority. Please refer to our Complaints Handling Policy for further details.

10. Opening and Operating Your Account

- 10.1 You may open an Account with us only after successfully completing the application process.
- **10.2** During the course of your relationship with us, you must provide any information we request as part of our onboarding and compliance obligations, including identity verification, anti-money laundering, and sanctions checks.
- **10.3** We may, at our sole discretion, decline your application without providing a reason, to the extent permitted by law.
- 10.4 If we are unable to verify your identity, we may suspend or terminate your Account at any time without notice.

11. Appropriateness Assessment

11.1 You agree to seek independent advice if necessary and acknowledge that we are not responsible for any losses resulting from inaccurate or incomplete information you provide.

12. Provision of Information

- **12.1** You agree to provide any information or documentation we request to comply with Applicable Regulations or internal policies. This may include know-your-customer (KYC) and due diligence documentation.
- 12.2 If any previously provided information becomes inaccurate or misleading, you must update us promptly.
- **12.3** All information you provide must be complete, accurate, and not misleading. Failure to comply may result in rejection or suspension of your Account.
- **12.4** We may use third-party services to verify the information you provide.
- 13. Account Security



- 13.1 You must keep your Account credentials, including passwords, secure and confidential.
- 13.2 Giving third-party access to your Account is at your own risk, and you remain responsible for their actions.
- **13.3** If you are an Entity, you may authorise individuals to access the Account, but you remain liable for their actions. You must notify us of their identity and any changes.
- **13.4** We may assume all activity on your Account is authorised unless we believe blocking access is necessary for security or legal reasons.

14. Suspension of Your Account

If we suspect you or others connected to your Account have engaged in behaviour we deem harmful, including market abuse or unlawful activity, we may suspend your Account immediately. This may include freezing funds, restricting access, or limiting activity during our investigation.

15. Execution-Only Services

We provide execution-only services and act as agent or matched principal solely for executing your Orders. We do not manage your portfolio or offer discretionary services.

16. No Investment Advice or Personal Recommendations

- 16.1 We do not provide:
- (a) Advice on the merits of a specific transaction;
- (b) Personal investment recommendations;
- (c) Legal, regulatory, tax, or accounting advice.
- **16.2** By placing an Order, you confirm you have independently evaluated the associated risks and will not treat our publications or communications as investment advice.
- 16.3 We may, at our discretion, share:
- (a) Procedural or risk-related information on transactions;
- (b) Market views or product information.
- **16.4** Where such information is shared, you agree:
- (a) It does not constitute advice;
- (b) We offer no guarantee of its accuracy, completeness, or suitability;
- (c) You will not distribute restricted content to unauthorised parties;
- (d) We may act on such information before sharing it and do not guarantee simultaneous distribution to all clients.

17. No Management Services

We do not provide portfolio management or discretionary management services under any circumstances.

18. No Fiduciary Duty

Unless otherwise explicitly agreed in writing, the provision of Services by us does not create any fiduciary or equitable duty on our part, or on the part of our Affiliates or employees. You agree that these Terms do not establish any fiduciary, trustee, agency, joint venture, or partnership relationship between you and us, our Affiliates, or our employees.

19. Introducing Party

- 19.1 If a third party (an "Introducing Party") has introduced you to us, you acknowledge and agree that:
- (a) Our responsibilities are limited strictly to the provision of execution-only Services;
- (b) We are not responsible for, and make no representation, warranty, or endorsement regarding, the conduct, advice, recommendations, or statements of the Introducing Party, whether relied upon at the time of entering into or during the life cycle of a Position;
- (c) Subject to Applicable Regulations, we are not obligated to verify the legal or regulatory status of any Introducing Party; and
- (d) Unless explicitly confirmed by us in writing:
- (i) The Introducing Party is acting as an independent intermediary;
- (ii) The Introducing Party is not our employee, agent, representative, or Affiliate; and
- (iii) The Introducing Party is not authorised to make representations about us, our Affiliates, or our Services, except to the extent necessary to facilitate your introduction to us.

SECTION 4 – QUOTES AND PRICING

20. Quotes and Orders

You may open or close a Position by placing a 'buy' or 'sell' Order at the price quoted to you.

21. Quotes Are Not Offers

A quote provided by us is indicative and does not constitute an offer to enter into a Position at the quoted price. A Position is only opened once we accept your Order at the quoted price.

22. Price Quotation

Pricing methods vary by Product and are detailed in the relevant Product Schedule and our Order Execution Policy.

23. Market Movements and Slippage

- **23.1** Market conditions may change between the time a quote is given and the time an Order is executed, potentially affecting execution in your favour or against you. Execution will occur at the prevailing market price based on available liquidity.
- 23.2 Prices quoted by third parties or market makers do not apply to transactions with us.
- **23.3** Quotes are only valid at the time of display and are subject to change. Spreads and transaction costs may vary based on market conditions.
- 23.4 Submit Orders only if you understand and accept the risks of market volatility and slippage.
- 24. Manifest Error and Latency Trading



- **24.1** If we reasonably determine that a quote or price contains an obvious error ("Manifest Error"), we reserve the right to void, amend, or reverse any Order or transaction, taking into account relevant factors including market conditions and source data quality.
- **24.2** If we believe you are exploiting latency or system inefficiencies, we may void, amend, or reverse trades, return only net deposited funds, and close your Account at our sole discretion.
- **24.3** Except in cases of our fraud or gross negligence, we are not liable for any losses resulting from actions taken under Clause 24.2 or due to a Manifest Error.

SECTION 5 – ORDERS AND INSTRUCTIONS

25. Placing of Orders

- 25.1 Orders and instructions must be placed through the Platform unless we specify an alternative method.
- **25.2** We are only obligated to act on Orders once they are received and accepted. We are not responsible for losses due to delayed or unreceived Orders.

26. Cancelling or Amending Orders

Orders can only be cancelled or amended if we have not vet acted upon them.

27. Authority to Act on an Order

- **27.1** We may act on any Order or communication that appears to be from you, your Authorised Individual, or someone acting on your behalf through the Platform, without verifying identity or authority.
- 27.2 You are responsible for any resulting losses from such actions.
- **27.3** Orders submitted by alternative methods may require additional identity verification in accordance with Applicable Regulations.
- **27.4** If your Order is unclear or incomplete, we may act or decline to act based on our good faith interpretation without liability.

28. Right Not to Accept an Order

28.1 We are not obligated to accept any Order and may reject it at our discretion, without explanation, but will notify you in accordance with Applicable Regulations.

28.2 We are not liable for losses resulting from:

- (a) Our refusal to accept an Order;
- (b) Delay or omission in notifying you of such refusal; or
- (c) Any delay caused by resolving ambiguity in your Order.

29. Closing Out Positions After Accepting an Order

If we suspect that an accepted Order breaches Applicable Regulations, our Policies, or these Terms, we may close out the resulting Position or treat it as void.

30. Trading Limits

- 30.1 We, a Market, or an Underlying Market may impose limits on your Orders or Positions, including:
- (a) Margin controls;
- (b) Price constraints for Order placement;
- (c) Order verification requirements;
- (d) Restrictions on Order size or amount;
- (e) Exposure or Net Open Position (NOP) limits. If imposed, we will notify you. Non-compliance may result in forced Position closures or trading restrictions without liability for resulting losses; and
- (f) Any other limits required by Applicable Regulations or internal Policies.
- 30.2 You remain responsible for all Orders placed, even if they breach imposed limits.

31. Market or Liquidity Provider Action

- **31.1** If a Market, Liquidity Provider, or any intermediary (acting under the direction of, or due to actions taken by, a Market) or a regulatory authority takes any action that affects a Position, we may take any steps we reasonably deem necessary to minimise any loss to you or to us resulting from such action.
- 31.2 You agree to be bound by any actions we take in accordance with Clause 31.1.

32. Order Execution and Handling

- **32.1** While we will use reasonable efforts to execute your Orders promptly, we do not guarantee execution according to your instructions or at the quoted price.
- **32.2** Orders will be executed only during the open hours of the relevant Market or Underlying Market. Orders received outside of these hours will be processed as soon as reasonably practicable once the Market reopens. **32.3** We will take all sufficient steps to achieve best execution in accordance with the FSC Regulations and our Order Execution Policy, which is available on our Website. By placing an Order, you confirm that you have read
- and accepted the Order Execution Policy, as amended from time to time.

33. Aggregation of Orders

- **33.1** We may aggregate your Orders with those of other clients if we reasonably believe this will not be detrimental overall. However, aggregation may result in a more or less favourable price for you for a particular Order
- **33.2** Our policies on Order aggregation, fair allocation, and treatment of partial executions are outlined in our Order Execution Policy.

34. Statements

34.1 Subject to the terms of a Position, we will issue a monthly statement outlining the Positions opened or closed during that period. Additional statements may be issued at our discretion and will be available via the Platform or another electronic channel we specify.



- **34.2** You must notify us if you do not receive a statement or if any details are inaccurate. In the absence of a Manifest Error, such statements will be deemed conclusive and binding unless you notify us in writing within three Business Days.
- **34.3** Any objection raised will be reviewed under our complaints handling procedures. Our final decision following that review will be binding.

SECTION 6 – LEVERAGE AND MARGIN Trading

35. Balance and Equity

- **35.1** Your Account Balance consists of the cash you have deposited and any realised profits or losses ("Balance"). Profit or loss becomes realised once a Position is closed.
- **35.2** Your Account Equity is the sum of your Balance and any unrealised (floating) profits or losses from open Positions ("Equity").

36. Margin and Free Margin

- **36.1** Margin refers to the portion of your Equity used to open and maintain one or more Positions. This Margin cannot be reused for additional Positions or withdrawn.
- **36.2** Some Products may be offered on a fully paid (non-leveraged) basis, requiring the full notional value upfront. Others may be leveraged, allowing you to open Positions with a notional value greater than your Margin.
- **36.3** Free Margin consists of funds in your Account not tied to existing Positions, plus any floating profit, but excluding Fully-Paid Positions. Free Margin may be used to open new Positions or be withdrawn, subject to Clause 51.

37. Margin Trading and Leverage Ratio

- **37.1** Leverage allows you to control larger Positions with a smaller amount of Equity. This Clause does not apply to Fully-Paid Positions.
- **37.2** Leverage is typically shown as a ratio (e.g., 2:1), allowing you to open a USD 100 Position using USD 50 in Margin.
- **37.3** Leverage limits are determined by us and may be updated at any time. These changes may be required to comply with FSC Regulations. Leverage limits are published and updated on our Website.
- **37.4** If a Position was opened with a leverage limit that is no longer permitted, we may close your Positions or Account without further notice. We are not liable for any resulting losses.
- 37.5 You are responsible for monitoring leverage limit changes due to:
- (a) Market or Underlying Market conditions; (b) Announcements by monetary authorities (e.g., Federal Reserve, ECB); (c) Events of Default or Potential Default; (d) Regulatory changes; (e) Risk assessments; or (f) Increased market volatility.
- 37.6 We may change Margin requirements at any time, including due to:
- (a) Market changes; (b) Adverse economic news; (c) Insolvency or trading suspension of issuers; (d) Your trading pattern changes; (e) Credit deterioration; (f) Market concentration of your exposure; (g) Changes by counterparties or clearing brokers; (h) Regulatory changes; or (i) Exceptional events (see Clause 73.2).
- **37.7** Dynamic leverage may apply, meaning leverage is adjusted automatically based on volume, Balance, and other factors. We are not responsible for losses due to dynamic leverage.
- **37.8** Margin trading is high-risk and may result in losses exceeding your initial deposit. You should fully understand the risks involved and consider independent advice. See our Risk Warning Notice and Website for more

38. Margin Call

- 38.1 This Clause does not apply to Fully-Paid Positions.
- **38.2** You must always maintain sufficient Equity to cover the required Margin. If your Equity falls below 100% of the required Margin, you must:
- (a) Add more funds; (b) Close open Positions; or (c) Do both.
- **38.3** If your Margin falls below the required Margin Level, a margin call ("Margin Call") will apply. You must monitor your Account. We may, but are not obliged to, notify you by phone, email, or through the Platform.

39. Auto-Stop-Out

- 39.1 Margin Level = Equity ÷ Margin.
- **39.2** If your Margin Level falls below a threshold set by us (or as required by FSC), Positions will be closed automatically by our system ("Auto-Stop-Out") to maintain sufficient Equity. No prior notice is required.
- **39.3** We do not manage your portfolio. The system may close multiple Positions until Equity requirements are met. All Positions may be closed.
- **39.4** For fully hedged Positions, we may require Margin on one side. If no Margin is required, you may not receive a Margin Call. However, Auto-Stop-Out or liquidation may still occur if Equity drops below zero.

SECTION 7 – ELECTRONIC Trading SERVICES

40. Access to and Use of Electronic Trading Services

- **40.1** You may be granted access to one or more Electronic trading Services for your personal use only. You may not transfer or resell access without our written consent.
- 40.2 You are responsible for your access credentials and any resulting errors or failures.
- 40.3 You are liable for all Orders entered via the Electronic trading Services.

41. Termination, Suspension, and Changes to Services

- 41.1 We may suspend or withdraw access with 10 Business Days' notice.
- 41.2 We may also terminate or alter the service immediately, without notice, for reasons including:



- (a) Regulatory non-compliance; (b) Breach of Agreement; (c) Event of Default; (d) Security breach; (e) Maintenance or system failure; (f) Market or clearing house issues; or (g) Other good faith reasons.
- 41.3 Access may also terminate automatically if:
- (a) These Terms are terminated; (b) A related license is revoked; (c) A Market withdraws the service; or (d) We must comply with regulations.
- 41.4 Upon termination, you must return or destroy all related materials and software.

42. Third-Party Electronic Trading Services

- 42.1 Services may be provided under third-party licenses. You agree to comply with their terms.
- 42.2 Use of such services is at your own risk.
- 42.3 You must evaluate suitability before use.
- 42.4 These services are provided "as is" with no warranties.

43. Standards of Use

- 43.1 When using an Electronic trading Service, you warrant that you will:
- (a) Not use unauthorised software or AI without our consent; (b) Maintain secure, virus-free access; (c) Notify us immediately of unauthorised use; (d) Report any malfunctions or defects; (e) Avoid unfair or unlawful use; and (f) Not reverse-engineer or tamper with the service.
- 43.2 You agree to comply with any IT or security requirements we communicate.

44. Electronic Market Access

- 44.1 If the service allows access to a Market or Underlying Market, we may require related information.
- 44.2 We may monitor or revoke access at our discretion.
- 44.3 You must comply with all applicable Market rules and regulations in addition to these Terms.

45. Intellectual Property

- **45.1** All proprietary rights in our Electronic trading Services belong to us or our licensors and are protected by law. You receive only the rights explicitly stated in these Terms.
- 45.2 We and our licensors retain full intellectual property rights in the software and databases.
- **45.3** Any IP addresses assigned to you must only be used for Electronic trading Services and will be revoked if the service ends.
- **45.4** You must not infringe on our proprietary rights or those of our licensors. Report any suspected violations immediately.

SECTION 8 - CLIENT MONEY

46. Client Money Requirements

- 46.1 This Clause is subject to Clause 47.
- **46.2** Unless otherwise stated, we will handle money received from you or held on your behalf in accordance with FSC regulations. Client funds will be maintained in appropriately designated accounts, segregated from the firm's own assets to ensure clear distinction and protection.
- **46.3** We may deposit client money into accounts with central banks, credit institutions, or banks, or pass it to third parties (such as brokers, clearing houses, or markets) to facilitate transactions or meet collateral obligations. These funds may be held in pooled or omnibus accounts. Where applicable, we will disclose the associated risks of pooled account structures, including potential implications for fund recovery in the event of third-party insolvency. We may deposit clients' money with the central bank, credit institutions, or licensed third parties (such as brokers, clearing houses, or exchanges) to facilitate transactions or meet margin requirements. While we take reasonable care in selecting such parties, we are not liable for their acts, omissions, or insolvency, subject always to our obligations under FSC Regulations.
- **46.4** In accordance with Applicable Regulations, we may earn interest or profit on your money and are not obliged to share it with you unless agreed otherwise in writing. Terms regarding interest accrual, third-party transfers, and dormant account handling will be clearly communicated as part of our client money policy.
- **46.5** Your funds may be deposited with a depositary who may have a security interest, lien, or right of set-off, subject to FSC Regulations. Client money will not be misused, pledged, or re-hypothecated unless expressly permitted under a contractual arrangement and adequately disclosed to you in advance. Your funds may be deposited with a depositary that may have a security interest, lien, or right of set-off, in accordance with FSC Regulations. We will ensure that such arrangements are permitted and disclosed to you in advance where

47. Ceasing to Treat Money as Client Money

- **47.1** When Obligations owed by you become due and payable, we may cease treating the equivalent amount as client money and apply it toward satisfaction of those Obligations without prior notice, in accordance with FSC Regulations.
- **47.2** If your account remains inactive for three (3) years and we are unable to contact you despite reasonable efforts, we may treat the funds as unclaimed and handle them in accordance with FSC Regulations, which may include transferring them to a segregated suspense account or to a designated authority.

48. Transfer of Business

You agree that we may transfer client money to another entity as part of a business transfer or corporate restructuring, provided that the recipient is authorised and subject to equivalent regulatory protections for client funds.

SECTION 9 – CHARGES AND FEES

49. Charges and Fees



Fees for our Services are published on our Website or communicated by other appropriate means at our discretion

SECTION 10 – PAYMENTS, DEPOSITS AND WITHDRAWALS, INTEREST, CURRENCY AND CALCULATIONS

50. Payments

Unless agreed otherwise, all payments from you to us are due immediately upon demand, must be made in full cleared funds, and in the currency we specify. Payments must be made without any deduction or withholding.

51. Deposits and Withdrawals

- 51.1 You may deposit or withdraw funds using methods listed on our Website or Client Portal.
- 51.2 If you owe us money, we may deduct it from deposit or withdrawal requests.
- **51.3** Requests are processed promptly on a best-efforts basis. Delays may occur due to verification checks or third-party issues.
- **51.4** Deposits and withdrawals may be processed by our Affiliates.
- **51.5** Transactions may be subject to minimum or maximum limits.
- **51.6** Fees or charges may apply from various parties, including us, and may be deducted from your transaction amount.
- 51.7 Deposits must only be made from payment methods in your name. Third-party deposits are not accepted.
- 51.8 We do not support Crypto Asset forks or airdrops unless otherwise stated.
- 51.9 We generally apply a return-to-source policy for withdrawals, prioritising card refunds.
- **51.10** Withdrawals will be returned to their original source and in the original currency. Profits may be withdrawn using the method and currency of your choice. Crypto withdrawals must return to the originating Crypto Address.
- **51.11** Crypto deposit/withdrawal instructions must originate from or go to a Supported Address. Instructions are irrevocable.
- 51.12 If a deposit/withdrawal error occurs, we may recover overpaid funds without notice.
- 51.13 Free Margin can be withdrawn unless market movement reduces its availability during processing.
- **51.14** To withdraw total Equity, all Positions must be closed. Requests can be made through the Portal or by contacting Support.
- 51.15 We may return money to you even if you haven't submitted a withdrawal request.
- **51.16** Requests may be rejected if we cannot verify the payment method or suspect inaccuracies or non-compliance. Funds will be returned to source if a deposit is rejected.
- 51.17 If suspicious or irregular activity is detected, we may:
- (a) Investigate or hold the request; (b) Reject it; (c) Set off amounts owed; (d) Terminate these Terms; and (e) Take any necessary regulatory or policy-driven action.
- 51.18 If you initiate a chargeback or cancellation, and we suspect dishonesty, we may:
- (a) Set off related charges; (b) Terminate the Terms; and (c) Take appropriate action in line with regulations.

52. Prepaid Cards

Prepaid cards may be offered with separate terms and applicable fees.

53. Interest on Late Payment

Interest may be charged on overdue amounts, calculated daily and compounded until paid in full, at a rate specified by us.

54. Currency

- 54.1 We may convert currencies as needed for service execution without notice.
- 54.2 Currency conversions may incur costs, and trades in non-base currencies will be converted accordingly.
- 54.3 We reserve the right to vary conversion costs and fees.
- **54.4** Currency exchange is based on bid/offer rates and subject to fluctuations. You bear all related risks.

55. Calculations

Unless otherwise specified, we will act in good faith to determine appropriate calculation methods under these Terms.

SECTION 11 – REGULATORY REPORTING

56. Regulatory Reporting

56.1 You consent to us disclosing information relating to you, your transactions, or these Terms to FSC, Markets, or other regulatory bodies, as required or permitted under Applicable Regulations. We may also be obligated to make certain public disclosures. You agree that we may do so and that such information remains our property.

56.2 You agree to provide any information we reasonably request to comply with regulatory obligations. You also consent to us sharing your information with third parties as necessary to comply with legal or contractual obligations.

57. No Reporting on Your Behalf

57.1 Unless otherwise agreed in writing, we are not responsible for making regulatory reports on your behalf.

57.2 You are solely responsible for your regulatory reporting obligations. We may charge a fee if we agree to assist or report on your behalf.

SECTION 12 - CONFLICTS OF INTEREST

58. Conflicts of Interest

- 58.1 Conflicts may arise between you and:
- (a) Tradin, its Affiliates, employees, or agents; (b) Other clients.
- 58.2 Examples of conflicts include:



- (a) Use of affiliated intermediaries; (b) Order matching with other clients; (c) Acting simultaneously as buyer and seller; (d) Incentivised relationships with brokers or marketers.
- 58.3 We will identify and manage conflicts in accordance with our Conflicts of Interest Policy.
- **58.4** The Conflicts of Interest Policy forms part of these Terms and is available on our Website. By agreeing to these Terms, you accept the Conflicts of Interest Policy.

SECTION 13 – REPRESENTATIONS AND WARRANTIES

59. Your Representations and Warranties

- 59.1 You represent and warrant that:
- (a) You are at least 18 years of age, and have the authority and legal capacity to enter into and comply with these Terms:
- (b) All information you provide is true, accurate, and up to date:
- (c) You will act honestly and in good faith at all times in your dealings with us;
- (d) You will notify us immediately of any Event of Default or any material change in your circumstances;
- (e) You will cooperate with us to meet our regulatory, legal, and compliance obligations, including providing documentation or clarification where requested;
- (f) You will comply with all applicable laws, regulations, and market rules in relation to your use of the Platform and services:
- (g) You will not use the Platform or services for any unlawful, fraudulent, or abusive purpose;
- (h) You will provide supporting evidence or documentation upon request to verify your identity, source of funds, or other matters required under applicable laws.
- 59.2 Upon agreeing to these Terms, and when opening or closing Positions, you further represent that:
- (a) You are legally competent and, if an Entity, duly incorporated and authorised; (b) You understand the risks and have sought advice if needed; (c) You act as principal and beneficial owner; (d) No Event of Default has occurred; (e) You will not breach regulations, manipulate prices, or misuse information.

SECTION 14 - MISUSE OF THE ACCOUNT, EVENTS OF DEFAULT, TERMINATION & DEATH

60. Misuse of the account, Events of Default

- **60.1** Gambling behaviour especially if it involves misuse of trading platforms or excessive speculative activity can be considered a form of abusive or high-risk conduct.
- **60.2** Capital management and profits preservation: Take care of your accounts and use them as if trading your capital on your account. You must prioritize capital preservation when the market environment seems or tends to be much riskier than usual uncertain market conditions should be avoided, and you should implement profits preservation measures have an innovative and safe approach by not risking excessive profits, it is crucial to not risk more than 1% per trade, trade idea or position, your biggest losing trade shouldn't be more than 1% of the account size.
- 60.3 Events of Default include (but are not limited to):
- (a) Insolvency or bankruptcy proceedings; (b) Incapacity (if a natural person); (c) Non-payment of debts or Margin; (d) Breach of obligations under these Terms; (e) Misrepresentation; (f) Unauthorised activity or regulatory breaches; (g) Trading practices deemed abusive; (h) Regulatory or legal changes preventing contract performance.
- 60.4 You must notify us immediately upon an Event of Default occurring.

61. Rights Following an Event of Default

- 61.1 Upon an Event of Default, we may:
- (a) Close or cancel your Positions; (b) Refuse new Orders; (c) Convert currency balances; (d) Set-off amounts owed; (e) Terminate these Terms immediately; (f) Take any further steps to mitigate loss or comply with regulations.
- **61.2** We may also choose not to take action and allow trading to continue, subject to conditions.
- 61.3 We are not obliged to make payments or allow withdrawals while an Event of Default is ongoing.

62. No Waiver

Failure to enforce our rights in one instance does not prevent us from exercising them later. Our rights remain enforceable at all times.

63. Termination of These Terms

- 63.1 These Terms may be terminated by either party with five Business Days' notice.
- 63.2 You must close all Positions before termination takes effect.
- 63.3 If you fail to do so, we may close them and deduct all amounts due.
- **63.4** Access to Services and Platforms will cease upon termination.
- 63.5 Outstanding rights and obligations survive termination until resolved.

64. Death

Upon receiving valid proof of death, we will close all Positions and transfer remaining funds in accordance with applicable procedures or court instruction.

SECTION 15 - LIMITATION ON LIABILITY AND INDEMNITIES

65. General Exclusion of Liability

65.1 Neither we, our Affiliates, nor our or their directors, officers, employees, agents, or representatives shall be liable for any Losses you incur under these Terms (including any Position), unless directly and solely caused by our gross negligence or fraud.



65.2 We are not liable for any special, indirect, or consequential damages, including lost profits, goodwill, or business opportunities.

65.3 Without limiting the above, we are not liable for: (a) Tax or accounting consequences of any Position; (b) Delays or market changes before a Position is effected; (c) Third-party information inaccuracies; (d) System failures, acts of God, terrorism, regulatory actions, or failures by brokers, custodians, or markets.

65.4 These exclusions apply in addition to all other limitations stated under these Terms.

65.5 We do not limit liability for death or personal injury caused by our negligence.

65.6 We do not exclude liability which cannot be excluded under Applicable Regulations.

66. Electronic Trading Services

66.1 This Clause supplements other Terms limiting liability.

66.2 We are not liable for damages resulting from: (a) Operation or malfunction of Electronic Trading Services; (b) Viruses or harmful software introduced through Electronic Trading Services.

66.3 We are not liable for:

- Transmission errors.
- Internet or technical failures.
- Unauthorised Electronic Trading Service use,
- Market or regulatory body acts,
- Interruptions in service availability.

66.4 You must not introduce viruses or malicious items into our systems.

67. Indemnity

You shall indemnify us for all Losses, expenses, and penalties arising from: (a) Your Accounts, Positions, or related transactions; (b) False or misleading information or declarations; (c) Breach of these Terms; (d) Enforcement of our rights.

These indemnities apply in addition to any others within these Terms.

SECTION 16 - CORPORATE EVENTS

68. Adjustments to Orders and Positions

68.1 If a Product is affected by a Corporate Event (such as a merger, acquisition, stock split, rights issue, dividend distribution, insolvency, or similar event), we may, at our sole discretion, take such actions as we consider reasonably necessary to preserve the economic equivalent of your Orders or Positions or to reflect the effect of the Corporate Event.

68.2 These actions may include, without limitation, modifying the size, value, or nature of an Order or Position, closing or opening new positions, or suspending trading.

68.3 Any such action or adjustment may have tax consequences, and you remain solely responsible for meeting any resulting tax obligations.

68.4 All actions taken by us under this Clause are final, binding, and may be applied retrospectively if reasonably necessary to ensure market integrity or alignment with the Corporate Event.

SECTION 17 – DATA PROTECTION

69. Data Protection

69.1 Both parties agree to comply with data protection requirements under Applicable Regulations.

69.2 We process personal data only to fulfill obligations under these Terms and Services.

69.3 You authorise us to disclose and transfer personal data to Affiliates or third parties, including across jurisdictions with different data protection laws.

69.4 Further details are outlined in our privacy policy available on our Website.

SECTION 18 - MISCELLANEOUS

70. Language

We provide these Terms in Arabic and English. In case of conflict, the English version will prevail.

71. Notices

71.1 Notices may be given by email, Platform message, or post.

71.2 Notices are considered served: (a) By post: 5 days after sending; (b) By email: 1 hour after sending during business hours.

71.3 It is your responsibility to update your contact details.

71.4 Notices are deemed conclusive unless you object within five Business Days.

72. Rights and Remedies

Our rights and remedies are cumulative and may be exercised at any time. Delay or partial exercise does not constitute a waiver.

73. Force Majeure

73.1 We may take actions without notice if we determine a Force Majeure event has occurred, including changing margin requirements, closing Positions, or cancelling Orders.

73.2 Force Majeure includes, but is not limited to:

- Natural disasters, pandemics, terrorism, war;
- Market suspensions;
- Regulatory changes;
- Technical failures;
- Lack of liquidity.



74. Amendments

74.1 We may amend these Terms by notice or Website update. Material changes require five Business Days'

74.2 Continued use of our Services after amendment constitutes acceptance.

75. Surviving Terms

Provisions including liability limitations and outstanding obligations survive termination.

76. Policies

76.1 Policies form part of the Agreement. By accepting these Terms, you accept our Policies.

76.2 Policy changes will be published on our Website. Continued use after five Business Days constitutes acceptance.

77. Joint and Several Liability

Where multiple persons are involved, liability is joint and several.

78. Assignment

78.1 You may not transfer rights under these Terms without our consent. We may assign or delegate our rights.

79. Confidentiality

We treat your information as confidential and may disclose it only to:

- Affiliates;
- Service providers;
- Regulators;
- Legal authorities;
- Other parties with your consent.

80. Right to Set-Off

80.1 You must pay any shortfalls immediately.

80.2 We may set off obligations you owe us against amounts in your Account or by closing Positions.

80.3 We may set off between your multiple Accounts.

80.4 We may also set off between your Account and those of colluding clients in cases of suspected improper conduct.

81. Severance

81.1 If, at any time, any provision of these Terms is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, then such provision shall, to the extent of that illegality, invalidity, or unenforceability, be deemed not to form part of these Terms. However, the legality, validity, and enforceability of the remaining provisions of these Terms shall not be affected or impaired and shall remain in full force and effect. **81.2** If any illegal, invalid, or unenforceable provision of these Terms would be legal, valid, and enforceable if part

81.2 If any illegal, invalid, or unenforceable provision of these Terms would be legal, valid, and enforceable if part of it were deleted or modified, then that part shall apply with the minimum modification necessary to make it legal, valid, and enforceable, preserving to the greatest extent permissible the original intention of the Parties.

81.3 The invalidity, illegality or unenforceability of any provision of these Terms in one jurisdiction shall not affect its validity, legality or enforceability in any other jurisdiction where it may still be valid and enforceable.

82. Recording and Monitoring of Communications

82.1 We may, at our discretion, monitor and/or record communications with you through telephone, electronic mail, chat messages, or through any means used via our Platforms. Such monitoring and recording may occur with or without the use of a tone or additional warning.

82.2 The purpose of such recording or monitoring includes, but is not limited to, ensuring the accuracy of instructions, meeting regulatory requirements, resolving disputes, detecting fraud or misconduct, and ensuring quality of service.

82.3 These records shall be deemed our property and shall be accepted by you as conclusive evidence of the communications that have taken place. You acknowledge and agree that such records may be used in legal or regulatory proceedings as valid and binding evidence.

83. Our Records

83.1 Our internal records, including without limitation electronic data records, audio recordings, and trade confirmations, shall be conclusive evidence of all Orders, transactions, communications, and dealings undertaken by you with or through us, unless there is manifest error.

83.2 You waive any right to challenge the admissibility or evidentiary value of our records in any legal or regulatory proceeding solely on the grounds that such records are not original, not written, or computer-generated.

83.3 While we may make such records available to you on request and at our discretion, you acknowledge that you remain responsible for maintaining your own records and shall not rely on us to do so.

84. Your Records

84.1 You agree to maintain accurate and comprehensive records sufficient to demonstrate the nature, timing, and terms of all Orders and instructions submitted to us.

84.2 Such records shall be retained in accordance with Applicable Regulations and shall be made available to us promptly upon request to satisfy any audit, regulatory, or dispute resolution requirements.

85. Co-operation for Proceedings

85.1 You agree to fully co-operate with us, without delay, in connection with any legal, regulatory, arbitration, dispute resolution or investigatory proceedings, inquiries or actions to which we are or may become a party, whether brought by a regulatory authority, law enforcement body, court, tribunal or any third party.



85.2 Such cooperation includes, but is not limited to, promptly providing requested documentation, evidence, explanations, and access to records, as well as appearing or responding when required to provide testimony or further clarification.

85.3 Your obligation to cooperate shall survive termination of these Terms and remain binding to the extent reasonably necessary to address the proceedings in question.

86. Entire Agreement

86.1 These Terms, together with the Policies and any other documents referred to herein, constitute the entire agreement and understanding between you and us concerning the Services.

86.2 You acknowledge that you have not relied upon, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether made negligently or innocently) of any person (whether a party to these Terms or not) that is not expressly set out in these Terms.

86.3 Nothing in this Clause limits or excludes any liability for fraud or fraudulent misrepresentation.

87. Governing Law

87.1 A Position that is subject to the rules of an Underlying Market shall be governed by the law applicable under those rules.

87.2 Subject to Clause 87.1, these Terms, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

87.3 You agree that the courts of Mauritius shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

88. Jurisdiction

88.1 Subject to Applicable Regulations:

(a) the courts of the Republic of Mauritius shall have exclusive jurisdiction to resolve any suit, action, or legal proceeding arising in connection with these Terms:

(b) each Party irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings being brought in those courts on the grounds of inconvenient forum or lack of jurisdiction.

88.2 Nothing in this Clause shall limit our right to bring enforcement proceedings in any court of competent jurisdiction or to take proceedings in any jurisdiction for the purpose of enforcing a judgment or order.

89. Interpretation

89. Interpretation

89.1 In these Terms, the following words and expressions shall have the meanings set forth below, unless the context requires otherwise:

- "Access Method" refers to the essential hardware, software, technology, equipment, and network infrastructure required to connect to and utilize an Electronic Trading Service.
- "Account" denotes a dedicated trading account established with us, allowing you to execute transactions by opening or closing Positions.
- "Affiliate" of an entity ("A") is any other entity with direct or indirect control, whether by ownership or management influence. Specifically:
 - o (a) "Control" is defined as holding over 50% of the ownership or having decision-making authority.
 - (b) "Person" refers to any natural or legal entity.
- "Agreement" is the formal contractual arrangement outlined in Clause 2.1, governing our relationship.
- "Applicable Regulations" consist of:
 - (a) FSC Regulations and any other standards set by relevant regulatory authorities.
 - (b) The rules, regulations, and procedures governing a specified Market or Underlying Market.
 - (c) Any applicable laws, industry rules, and legal requirements including accounting principles, anti-money laundering policies, OFAC and financial sanctions that remain in effect over time.
- "Authorized Individuals" are those who:
 - o (a) Are granted permission to manage or access the Account.
 - o (b) Are legally authorized to act on behalf of the Entity.
 - (c) We reasonably believe to have authorization under (a) or (b).
- "Auto-stop-out" refers to the automatic closure of a Position when certain risk thresholds, as outlined in Clause 39.2, are reached.
- "Balance" is defined as the total funds available in your Account, as explained in Clause 35.1.
- "Business Days" refers to any working day other than a Saturday, Sunday, or an official public holiday in the Mauritius.
- "CFD" stands for a contract for difference, a financial instrument where profits or losses depend on the
 price variation between the opening and closing of a position on the Underlying Market. The CFDs
 available for trading are listed on our Website.
- "Client Portal" is the designated online portal accessible at trading Client Portal or other trading authorized websites, used for account management and trading activities.
- "Corporate Events" encompass any corporate actions that cause modifications to the Product held by you or on your behalf. These actions may include:
 - o (a) Structural adjustments to shares such as stock splits, consolidations, renaming, buybacks, cancellations, or free distributions through bonuses or capitalizations.



- (b) Issuer-led distributions to current shareholders, including additional securities, dividend rights, liquidation proceeds, or purchase rights at below-market prices.
- (c) The nullification of a Product that was traded on a "when-issued" basis, leading to the voiding of related Positions.
- (d) Any similar market events that cause dilution, concentration, or other alterations in the share value.
- "Crypto Address" refers to the unique alphanumeric identifier used as the source or destination for Crypto Asset transactions.
- "Crypto Asset" is a digital asset transmitted exclusively via blockchain technology, including cryptocurrencies such as Bitcoin (BTC), Ethereum (ETH), and Tether (USDT).
- "Electronic Trading Services" covers all digital trading services we offer, including Platforms, APIs, order routing, market data, and related software or applications used for executing trades. This includes services provided by third-party electronic trading providers.
- "Entity" refers to any legally recognized organization, including corporations, governments, partnerships, trusts, joint ventures, and other associations, whether or not they possess a distinct legal identity.
- "Tradin Group" represents Tradin and its affiliated companies.
- "Equity" is defined as per Clause 35.2, referring to the value of your Account after deducting liabilities.
- "Event of Default" has the meaning assigned in Clause 60.1, describing circumstances that may trigger
 a default scenario.
- "Free Margin" represents the portion of funds available for trading after accounting for existing margin commitments, as explained in Clause 36.3.
- "Fully-Paid Position" denotes a Position where the Margin equals the full notional value of the Product.
- "Introducing Party" is defined in Clause 19.1, referring to individuals or entities introducing clients to trading.
- "IP Addresses" are specified in Clause 45.3, identifying the digital network addresses assigned to your electronic devices.
- "Liquidity Provider" refers to a financial institution that supplies executable bid and offer prices for our Products
- "Losses" encompass all direct and indirect costs, damages, claims, penalties, and liabilities incurred.
- "Manifest Error" is explained in Clause 24.1, identifying errors that are obvious and undeniable.
- "Margin" is described in Clause 36.1, representing the required funds to maintain open Positions.
- "Margin Call" refers to notifications issued when the Margin Level falls below the required threshold, as outlined in Clause 38.3.
- "Margin Level" represents the ratio of Equity to Margin and is defined in Clause 39.1.
- "Market" refers to a regulated trading venue, such as an exchange, clearing house, or multilateral
 trading facility, where financial instruments are bought and sold.
- "Obligations" include all present or future liabilities, contingent responsibilities, or prospective amounts
 you owe us under transactions or agreements.
- "Order" denotes an instruction to open or close a Position in a Product.
- "Party" refers to either you or trading, while "Parties" encompasses both entities.
- "Platform" signifies the electronic trading software or interfaces we provide access to, such as MT4, MT5, TT, CQG, and the trading mobile application.
- "Policies" include all terms and guidelines adopted by us, available on our Website, such as the Risk Warning Notice, Order Execution Policy, Privacy Policy, and Conflicts of Interest Policy.
- "Potential Event of Default" describes situations that may evolve into an Event of Default under certain
 conditions.
- "Position" defines an exposure to a Product that has been traded and can be opened or closed based on market activity.
- "Products" refer to the financial instruments we offer for trading.
- "Risk Warning Notice" is a formal risk disclosure published on our Website, outlining trading related
 risks.
- "Restricted Countries" lists jurisdictions where we are unable to provide services due to regulatory or internal policy restrictions.
- "FSC" represents the Financial Services Commission of the Mauritius, including its predecessors and successors
- "FSC Regulations" denote the regulatory framework established by the FSC, as amended over time.
- "Services" include all offerings described in Clause 3.1, including Electronic Trading Services.
- "Schedule" refers to any supplemental document attached to these Terms and Conditions.
- "Supported Address" identifies blockchain addresses compatible with the Account, including Bitcoin (BTC), Ethereum (ETH), and Tether (USDT).



- "Terms" encompasses these terms and conditions, along with any attached schedules, subject to future modifications.
- "Underlying Market" is the primary financial market influencing the pricing of certain Products.
- "Website" refers to our official platform at Tradin, including any supplementary or replacement sites updated by us.

89.2 References to statutes, regulatory instruments, or Applicable Regulations include all future modifications, amendments, extensions, or reenactments. Additionally, references to "documents" shall encompass electronic records

89.3 Any singular term within these Terms shall be interpreted to include its plural form where applicable. **89.4** The term "person" includes a broad spectrum of entities, such as corporations, firms, associations, partnerships, government agencies, and any organizational structure—whether officially recognized or not. **89.5** The use of "including," "includes," and similar terms implies examples, but does not restrict scope or exclude additional possibilities.



SCHEDULE A – Trading CONTRACTS FOR DIFFERENCE

This Schedule A outlines the additional terms applicable when you engage in trading Contracts for Difference (CFDs) with us. Capitalised terms used in this Schedule have the meanings ascribed to them in Clause 89, unless otherwise defined in this Schedule or required by context. In the event of a conflict between this Schedule and any other part of the Terms, this Schedule shall prevail to the extent necessary.

1. What is CFD Trading?

- 1.1 CFD trading involves transactions designed to profit from or hedge against fluctuations in the value or price of an underlying instrument. Types of CFDs include, but are not limited to: foreign exchange CFDs, futures CFDs, options CFDs, share CFDs, stock index CFDs, and cryptoasset CFDs. The range of CFDs available for trading is listed on our Website and may change over time.
- 1.2 All CFDs are cash-settled and cannot result in the physical delivery of the underlying instrument.

2. Key Risks of CFD Trading

- 2.1 CFDs are complex, high-risk financial instruments that involve leverage, which can amplify both gains and losses. As a result, minor price changes in the underlying instrument may result in substantial losses, potentially exceeding your initial deposit.
- 2.2 Trading CFDs may expose you to losses greater than the margin required to establish or maintain a Position. If the market moves against your Position, you may be required to provide additional funds at short notice to maintain sufficient Margin. Failure to do so may result in the liquidation of your Position, leaving you responsible for any resulting deficit.
- 2.3 Before trading CFDs, you must understand the associated risks. We strongly recommend obtaining independent investment, legal, tax, or financial advice. Our Risk Warning Notice, available on our Website and updated from time to time, provides further details regarding these risks. You should read it carefully before entering into these Terms.

3. Product Pricing

- 3.1 Prices we quote for CFDs are based on rates received from our Liquidity Providers and are subject to our Order execution policy. Our prices include a spread between the buy and sell price, which may vary depending on market conditions and the timing of your Order. It is your responsibility to determine whether to accept a quoted price, except when we are authorised under these Terms to close your Position or do so automatically.
- 3.2 Detailed pricing information for our Products can be found on our Website or via other means we make available at our sole discretion.

4. Charges and Fees

- 4.1 We charge a fee for each Order you place, which may be reflected in the spread for that Product.
- 4.2 We may also charge a separate commission on executed Orders, either in addition to or in place of the aforementioned fee
- 4.3 Additional fees and charges may apply to our Services and Products, including CFDs. You are responsible for reviewing and understanding the current fee structure published on our Website. Charges are subject to change and may impact your Account.
- 4.4 All amounts owed to us may be deducted directly from your Account.

5. Conflicts of Interest

- 5.1 In addition to Clause 58, conflicts of interest may arise when trading CFDs, including conflicts between your interests and ours, or those of other clients.
- 5.2 For more details, please refer to our Conflicts of Interest Policy, available on our Website.

6. Leverage and Margin

- 6.1 You may trade CFDs on a non-leveraged basis through Fully-Paid Positions or on a leveraged basis, as outlined in Section 6 of the Terms.
- 6.2 Leverage limits vary by Product and underlying instrument. The current maximum leverage applicable to each Product is published on our Website.
- 6.3 Only cash can be used to meet Margin requirements for leveraged CFD Positions. Collateral is not accepted as Margin for these purposes.

7. Rights in the Underlying Instrument

- 7.1 Trading a CFD provides economic exposure to the underlying security or instrument, but does not confer legal ownership or associated rights. For example, you do not receive voting rights or direct dividend payments.
 7.2 We will not transfer any voting rights to you, nor will you be permitted to influence voting decisions on underlying securities or instruments.
- 7.3 Where the underlying security pays a dividend, we may make cash adjustments to your Account for Positions held over the ex-dividend date: credits for long Positions and debits for short Positions. Such adjustments may incur tax liabilities, and we may deduct applicable taxes as permitted under Clause 68.2.
- 7.4 Some CFDs with expiry dates include a forecasted dividend component in the quoted price. Dividend adjustments do not apply to these CFDs.

8. CFDs on Crypto Assets

- 8.1 We may offer CFDs that derive value from underlying Crypto Assets ("Crypto CFDs"). These are highly volatile virtual assets and carry a significant risk of rapid and total capital loss.
- 8.2 Our Crypto CFD prices are aggregated from multiple exchanges and trading venues. Prices may differ from those quoted on individual platforms due to normalisation and aggregation. In some cases, price quotes may be unavailable.



- 8.3 Risks specific to Crypto CFDs include:
- (a) Crypto Assets are decentralised and lack government or commodity backing, meaning no central authority can intervene in a crisis or issue additional currency.
- (b) Price volatility in Crypto Assets can be extreme and rapid. trading interruptions may prevent you from closing a Position during adverse market moves, exposing you to 'gap risk.'
- (c) Crypto Assets may be delisted from exchanges or become unsupported, resulting in them becoming worthless. In such cases, we may close affected Positions with minimal notice.
- (d) Blockchain and third-party technology platforms supporting Crypto Assets are subject to system changes and regulatory developments that may affect trading.
- (e) Software protocol changes ("forks") can significantly impact the value of Crypto Assets:
- i. Hard forks create two distinct blockchains. We may support both resulting assets or, if not feasible, issue a cash adjustment reflecting the new asset's value.
- ii. Soft forks upgrade the existing blockchain without splitting it. Price impacts will be reflected in the updated CFD price, and we may issue discretionary cash adjustments.

Before trading Crypto CFDs, you must ensure you fully understand the associated risks and confirm that you possess sufficient experience, financial capacity to bear losses, and a high tolerance for risk.