

Terms & Agreement

Varion Group

Terms and Conditions

Commodities & Algorithmic (Scalping Bot) Trading Services

A single agreement comprising shared terms, Part A (Commodities & General Trading) and Part B (Scalping Bot & Cryptocurrency Trading).

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1. Introduction

Welcome to Varion Group (“the Firm,” “the Platform,” “we,” “us,” or “our”). These Terms and Conditions (“Terms”) form a legally binding agreement between you (“Client,” “user,” or “trader”) and the Firm, governing your access to and use of our trading services. These services include commodities options trading (described in Part A) and our proprietary automated trading bot and cryptocurrency scalping strategies (described in Part B).

By registering an account, depositing funds, or engaging in any trading activity, you acknowledge that you have read, understood, and agreed to be bound by these Terms in their entirety. If you do not agree with any provision herein, you must immediately cease using our services.

This document is organized as follows: Sections 1 through 5 contain definitions, disclaimers, and shared terms that apply to all Clients and both Parts. Part A sets out terms specific to commodities and general trading. Part B sets out terms specific to the scalping bot and cryptocurrency trading.

Sections 14 through 20 are general terms that apply to both Parts. Where a Part-specific term conflicts with a shared term, the Part-specific term prevails for that service only.

2. Definitions

The following terms have the meanings set out below wherever they appear in these Terms. Defined terms are capitalized. References to the singular include the plural and vice versa, and references to law include common law, equity, and statutes (together with regulations and instruments made under them, and any consolidations, amendments, re-enactments, or replacements).

Account means the trading account that you hold with us.

Agreements means these Terms, the Application Form, any applicable Product Disclosure Statement (PDS) or Wholesale Client Information Statement, the Confirmations, and the information located on the Platform or our website, which together govern our relationship with you.

AML/CTF Laws means the anti-money laundering and counter-terrorist financing laws, regulations, rules, and instruments applicable to the Firm, as updated, replaced, or amended from time to time.

Application Form means the online form that you complete on our website to open an Account with us.

Authorized Person means the person you authorize to give instructions to us in connection with your Account.

Business Day means a day (other than a Saturday, Sunday, or public holiday) on which banks are open for general banking business.

CFD means a contract-for-difference, a type of over-the-counter (OTC) derivative product that we offer from time to time under the Agreements.

Client means any individual, corporate entity, or institutional trader registered on the Platform.

Close of Business means 5:00 pm New York time.

Close-Out (or Closed Out) means the termination of all or part of your Contract in compliance with the Agreements.

Confirmation means a message that we send you via the Platform to confirm the execution of your Order.

Contract means an OTC derivative contract between you and us, being an agreement to pay or receive the difference in value of an Underlying Asset.

Contract Quantity means the notional quantity to which your Contract or Order relates.

Corporate Action means in respect of shares: a subdivision, consolidation, redenomination, reclassification, buy-back, cancellation, bonus or capitalization issue, rights issue, or distribution of additional shares or securities; the voiding of a “when-issued” Underlying Asset; or any other event that dilutes or concentrates the market value of the shares. In respect of a digital asset: any hard or soft fork, distribution, or similar event with an

equivalent effect. In respect of any other Underlying Asset: any event with an equivalent effect.

Costs means costs, charges, and expenses, including those incurred in connection with advisers.

CTE (Company Trading Equity) means a promotional bonus credited to a Client's Account, which may be used for trading but is not redeemable for cash; only profits generated from CTE may be withdrawn.

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right, trust arrangement, or any other arrangement having the same effect.

Event of Default means any of the events described in Section 19.4 of these Terms.

Exposure Limit means a limit that we place on the sum of all your Contract values.

Free Balance means the excess money (if any) in your Account that is more than our Margin requirements.

Guarantor means any person(s) identified as such in your Application Form.

Insolvent means the state of a person who commits an act of bankruptcy, has a liquidator, trustee, or controller appointed, is in liquidation or administration, is subject to an arrangement or moratorium with creditors, or is otherwise unable to pay debts as they fall due (or anything with a substantially similar effect under any jurisdiction).

Liability or Claim means any loss, liability, claim, action, proceeding, damage, compensation, cost, or expense (including all reasonable legal costs), including liability in tort and any consequential or economic losses.

Limit Order means a pending Order to enter or Close-Out a Contract at a trigger price that is the same as or better than the price currently available in the market.

Liquidity Provider means a counterparty to which we pass trades to manage our risk, also known as a hedging counterparty.

Long Party means the party that enters a Contract to "buy" an OTC derivative.

Loss means the difference between the opening value and the Close-Out value of your Contract where, for a Long Party, the value is lower at Close-Out than at opening; or, for a Short Party, the value is higher at Close-Out than at opening.

Margin means the amount of money you must deposit into your Account to enter or maintain a Contract, which varies depending on the Underlying Asset and other factors.

Material Error means an error, omission, or misquote in the pricing we quote for a Contract, including an incorrect price, date, or time, or any error or lack of clarity in information regarding a Contract.

Negative Balance Protection means an arrangement under which we waive a negative equity balance incurred on your Account, as described in Part A.

Order means an offer that you make to enter, or to Close-Out, a Contract with us under the Agreements.

Profit means the difference between the opening value and the Close-Out value of your Contract where, for a Long Party, the value is higher at Close-Out than at opening; or, for a Short Party, the value is lower at Close-Out than at opening.

Retail Client means a Client classified as a retail client under applicable law and afforded the highest regulatory protections available.

Scalping means a high-frequency trading strategy characterized by rapid buy-sell executions intended to capitalize on minor price fluctuations.

Short Party means the party that enters a Contract to "sell" an OTC derivative.

Stop Loss Order means a pending Order to exit a Contract if the set trigger price is reached.

Swap Rate means the rate at which we apply a Swap Charge or Swap Benefit to you, which may change from day to day.

Swap Charge / Swap Benefit means the charge incurred or benefit received for holding a Contract through Close of Business, calculated at our discretion at the applicable Swap Rate.

Trading Bot means our proprietary algorithmic trading system that executes trades autonomously based on predefined strategies.

Underlying Asset means the instrument or asset that underlies your Order or Contract and determines its value — for example, an index, commodity, currency, futures contract, equity, or cryptocurrency.

Underlying Market means the market in which an Underlying Asset is traded.

Wholesale Client means a Client classified as a wholesale client under applicable law and our policy requirements.

3. Risk Disclosure and Market Disclaimer

3.1 Trading involves significant risk. Only risk capital that you can afford to lose should be deployed. Contracts for difference, options, futures, swaps, forward rate contracts, and many other derivatives (including most put options) are leveraged products and carry a high level of risk. It is possible for the Client to lose all invested capital. These products may not be suitable for everyone, and the Client should ensure that they understand the risks involved and seek independent advice if necessary.

3.2 The Client fully acknowledges and accepts that, notwithstanding any information the Firm may provide, the value of any investment in financial instruments may fall as well as rise, and there is a substantial risk that the investment may lose its value. In the case of financial instruments that are contracts for difference or other derivatives, the entire amount of the Margin deposit may be lost.

3.3 The Client acknowledges that the Firm has not solicited or otherwise recommended its participation in trading pursuant to any trading system, and that the Client has made sufficient inquiries and investigations to make an informed investment decision.

3.4 The Client acknowledges and accepts without reservation that the Client bears a significant risk of incurring losses and damages as a result of the purchase or sale of any financial instrument, and accepts and declares that the Client is willing to assume this risk.

3.5 The Client acknowledges and agrees that the Firm does not guarantee, and will not provide, any investment advice with 100% effectiveness. Any general opinion expressed to the Client (whether orally or in writing) regarding the economic climate, markets, investment strategies, trading suggestions, research, or similar information should not be considered investment advice or a recommendation, and will not give rise to any advisory relationship. Each decision to enter into a Contract is an independent decision of the Client. The Firm is not acting as an adviser or fiduciary to the Client and specifically disclaims such duties.

3.6 The Client confirms that the funds deposited come from legitimate sources, and that the Client has the financial resources and relevant knowledge to make an informed decision regarding the funding and trading of the Account. The Client acknowledges and accepts that there may be risks other than those mentioned in this Section.

4. Account Application and Requirements

4.1 General Application Process

4.1.1 You must have an active Account before you can trade with us, and you may apply for more than one Account. To open an Account you must complete an Application Form, which we may accept or reject in our sole discretion. If we accept your Application Form, we will open an Account for you. Where we require you to pay Margin, you must deposit it into our trust account, and once your funds have cleared we will credit your Account with that Margin.

4.1.2 The Agreements take effect when you accept them online as part of your Account application process and remain in force unless terminated under these Terms.

4.1.3 Only one Account per individual is permitted unless prior written authorization is granted by the Firm. We reserve the right to reject applications at our sole discretion, particularly where submitted documentation appears fraudulent or insufficient.

4.1.4 If you have opened more than one Account with us, we will treat your Accounts as entirely separate, except as otherwise set out in the Agreements.

4.2 Personal Accounts

To ensure compliance with applicable financial regulations and anti-fraud measures, personal applicants must:

- Be at least 18 years of age (or the legal age of majority in their jurisdiction).
- Provide a valid government-issued photo ID (passport, national ID card, or driver's license).
- Submit proof of residence, such as a recent utility bill or bank statement no older than three months.

4.3 Corporate Accounts

Corporate Clients must furnish additional documentation to verify the legitimacy of their business operations:

- Certificate of Incorporation (or equivalent company registration document).
- Memorandum & Articles of Association (or equivalent constitutional documents).
- Register of Directors and Ultimate Beneficial Owners (UBOs), identifying all individuals holding 10% or more ownership.
- Corporate bank statement confirming the entity's financial standing.

Corporate Accounts may be subject to enhanced due diligence (EDD), particularly for politically exposed persons (PEPs) or high-risk jurisdictions.

4.4 Account Verification (KYC/AML)

4.4.1 All Clients must complete Know Your Customer (KYC) verification before trading. We may request additional documentation (for example, source-of-funds declarations) at any time. Failure to comply with verification requests may result in account suspension or termination.

4.4.2 By accepting these Terms, you agree to provide any information and assistance we require to comply with AML/CTF Laws. You acknowledge that we may pass information collected from you or about your trading activities to government agencies and regulators in compliance with AML/CTF Laws or other relevant laws, without notice to you. We may also carry out checks on you (including checks against restricted-party, blocked-person, and sanctioned-country lists), and we reserve the right to take any action regarding these checks without liability to you.

4.4.3 You warrant that you are not aware, and have no reason to suspect, that the money used to fund your Account has been or will be derived from or related to money laundering, terrorism financing, or other illegal activity, and that the proceeds of your investment will not be used to finance any illegal activity.

4.5 Client Classification

4.5.1 Your client classification determines the level of regulatory protection you receive when you trade with us. Unless you apply for and are approved as a Wholesale Client, you will be treated as a Retail Client. Retail Clients are given the highest regulatory protections available.

4.5.2 To be classified as a Wholesale Client, you must meet one of the applicable wholesale classifications and our policy requirements. If you are a Wholesale Client and want to be re-classified as a Retail Client, you must provide us with a written request. If you are a Wholesale Client, you are responsible for letting us know of any change in circumstances that warrants re-classification.

4.5.3 We may carry out additional reviews of your client classification at any time, at our discretion, and we will tell you in writing if anything impacts your classification.

5. Dealings, Orders, and Platform Terms (Shared)

5.1 No Personal Advice

The contents of these Terms and any information we give you are general information only and do not consider your personal situation, financial objectives, or needs. We do not provide personal advice about whether you should open, hold, or Close-Out a Contract. You are entirely

responsible for assessing the features and risks of the products we offer and for seeking your own independent advice about whether they are suitable for you before you trade with us.

5.2 No Ownership of Underlying Assets

You acknowledge that when you trade with us you do not own, have any rights in, or take physical delivery of any Underlying Asset, and there is no exchange of one Underlying Asset for another.

5.3 Entering and Closing Contracts

5.3.1 We enter into a Contract with you when we accept an Order you have submitted, provided you comply with your obligations under the Agreements. We enter into each Contract as principal, not as your agent. You also enter into each Contract as principal unless we agree otherwise with you in writing. You may instruct us to enter into a Contract that is opposite to one or more of your open Contracts.

5.3.2 Whenever we send you a notice setting out an amount or rate for a Contract or Order, you should take it as evidence of that amount or rate unless proven incorrect. You are responsible for verifying the contents of each notice you receive, and our notices will be taken to be correct and conclusive unless you tell us otherwise in writing within 3 Business Days of receiving them.

5.3.3 Your open Contract is Closed-Out when we accept your Order requesting Close-Out, or by us under Section 19. Where we Close-Out a Contract, we will pay you any Profit and you must pay us any Loss on your Account, to the extent these amounts have not already been prepaid as Margin.

5.3.4 You must not permit another person to trade on your Account (as your agent or otherwise) without our written approval and without first completing any documents and due-diligence process we require. You acknowledge that you are entirely responsible for any activity carried out by another person on your Account, whether or not you have appointed them as an agent. You must let us know immediately if you have withdrawn an agent's authorization, and we reserve the right to decline or terminate any agency arrangement in our sole discretion.

5.3.5 We are entitled to act on verbal or written Orders received using your username, account number, user ID, or password, whether from an Authorized Person or from any person who appears to us to be an Authorized Person, even if that person does not in fact have authority. If you are more than one person (for example, joint account holders), you are jointly and severally liable, we may act on instructions from any one of you, and any notice we provide to one of you is taken to be provided to all of you.

5.4 Quoting Prices and Placing Orders

5.4.1 We quote the prices at which we are prepared to enter into a Contract with you. You acknowledge that any quote is indicative only, and that we do not enter into a Contract with you until we accept your Order.

5.4.2 By placing an Order, you may offer to enter into a new Contract or ask us to Close-Out an open Contract. You may provide verbal or written Orders (including via the Platform), and we will acknowledge your instructions either verbally or in writing, as appropriate.

5.4.3 Your Order may be a day Order, which will be automatically cancelled at 22:00 GMT; or a "good-'til-cancelled" Order, which remains capable of being accepted by us until either you cancel it or we accept it.

5.4.4 Before placing an Order, you are responsible for ensuring that the money on deposit in your Account is equal to or more than the Margin we require, and that you comply with the Margin and commission provisions of these Terms. When you place an Order, you must tell us whether you intend to be the Long Party or the Short Party, the Contract Quantity, the Underlying Asset, and any other information we require.

5.4.5 You may place market Orders (to trade as soon as possible at the price available in the market), and Limit Orders and Stop Loss Orders (to trade when the price reaches a predefined level). You must place Limit Orders to buy and Stop Loss Orders to sell below the current market price, and Limit Orders to sell and Stop Loss Orders to buy above the current market price. When the relevant bid or ask price is reached, the Order will be filled as soon as possible at the price available in the market; we cannot guarantee that Limit Orders or Stop Loss Orders will be executed at the exact price you set.

5.5 Acceptance, Modification, and Cancellation of Orders

5.5.1 We may accept an Order from you in whole or in part, at our discretion. We accept your Order when we record the related transaction in our system. If we decide not to accept your Order, we will let you know. If we accept it, we will send you a Confirmation, which we may email to you in addition to making it available within the Platform; we are not obliged to provide any other notice of acceptance.

5.5.2 Once we accept your Order, it is binding on you, and the validity of your Order or Contract is not affected if you do not receive a Confirmation. If you ask us to cancel an Order but we do not receive your request until after we have accepted it, the resulting Contract or Close-Out is valid and binding. Any action you take to modify or cancel an Order is ineffective unless we have received a cancellation notice from you in an acceptable form, or we have cancelled the Order in our system.

5.5.3 If there is a conflict between the Agreements and our records of a Contract or Order, our records of the transaction will prevail.

5.6 Pricing Errors (Material Errors)

5.6.1 It is possible for errors, omissions, or misquotes ("Material Errors") to occur in the pricing we quote for Contracts. A Material Error may include an incorrect price, date, or time, or any error or lack of clarity in information regarding a Contract.

5.6.2 If your Contract is based on a Material Error, we reserve the right, without your consent, to do any one or more of the following:

(a) amend the terms and conditions of the Contract to reflect what we consider would have been a fair price at the time the Contract was entered into, had there been no Material Error;

(b) apply an equity adjustment to your Account that reflects what we consider would have been the fair price, providing you with a record of the adjustment as soon as reasonably practicable;

(c) Close-Out your Contract;

(d) require you to repay us any money we have paid you regarding the Contract;

(e) void the Contract from the outset; or

(f) take no action to amend or void the Contract.

5.6.3 We will exercise these rights reasonably, in good faith, and as soon as we are reasonably able after becoming aware of the Material Error. Where possible we will tell you before taking action, and otherwise as soon as possible afterwards. In the absence of fraud or gross negligence on our part, we are not liable for any loss, Cost, claim, demand, or expense (including loss of profits or indirect or consequential losses) arising from or connected with a Material Error, including where it arises from an information service that we rely on.

5.6.4 Price, Execution, and Platform Manipulation. If we reasonably believe that you have manipulated our prices, execution processes, or the Platform (including using any device, software, algorithm, trading strategy, or arbitrage practice such as latency abuse, price manipulation, or time manipulation), we may in our sole and absolute discretion, without your consent, enforce the Contract against you, treat the Contract as void where we owe you money, withhold suspect funds, make corrections or adjustments to your Account, close your Account, or take any other action we consider appropriate.

5.7 Platform

5.7.1 The Platform is an online facility that allows you to execute trades and to view, download, and print Confirmations and other reports about your Account. You may use the Platform to submit Orders, receive Confirmations and reports, review your Contracts, and monitor your obligations. It is your responsibility to understand and assess the Platform before trading with us.

5.7.2 The Platform is provided by third parties and on an “as is” basis, without express or implied warranty or guarantee, and we do not promise that it is fit for a particular purpose. Except in the case of our fraud, willful default, or negligence, we are not liable for any loss, expense, Cost, or liability you suffer or incur because of any Platform failure, data or service interruption, transmission failure or delay, or similar technical error; nor for any errors in quotes resulting from typing errors, feed errors, or incorrect information you enter into the system.

5.7.3 The price of your Contract may change between when we initially offer it and when we receive your Order, because of transmission delays. Where we offer automatic Order execution, we are entitled to change the price at which your Order is executed to the market value at the time we receive it. You are responsible for all Orders and for the accuracy of all information sent via the Platform using your credentials, and you must keep all passwords secret. You are liable for Contracts executed using your password even if you have not authorized that use or your Account is wrongfully accessed.

5.7.4 Trading Hours. The Platform opens at 9:00 am New York time on Monday and closes at 4:00 pm New York time on Friday. You may view live prices and place live Orders during these hours, except during rollover when trading is disabled. You may access the Platform and view your Account and market information outside these hours but will not be able to trade or access live prices. We are not obliged to quote prices or accept Orders on a public holiday in any jurisdiction that, in our reasonable opinion, affects the relevant Underlying Asset.

5.8 Margin Requirements

5.8.1 It is your responsibility to be aware of our Margin requirements (available within the Platform) and to pay money into your Account to meet those requirements at all times

while your Contract is open. We are not obliged to notify you when the money on deposit in your Account is less than our Margin requirements.

5.8.2 If you have multiple Accounts, we will calculate your Margin requirements separately for each, and we may (but are not obliged to) automatically transfer Free Balance between your Accounts to meet our requirements. If you hedge a Contract, we will calculate Margin based on the "largest leg" of your Contract — that is, the part with the largest exposure.

5.8.3 If the money in your Account is insufficient to cover our Margin requirements, you must Close-Out your Contract or transfer the necessary additional cleared funds to us. If we ask you to transfer money to meet our Margin requirements, you must do so immediately; if you do not, this constitutes an Event of Default. We may also cancel Orders or Close-Out one or more of your Contracts (or part of a Contract) at our sole discretion without being liable to you, regardless of whether you subsequently transfer additional money.

5.8.4 If we are unable to give you access to the Platform to view your Account information because of circumstances outside our control, we will attempt to contact you to ask you to deposit more money. You acknowledge that in extreme circumstances where your Contract is moving quickly against you, we may not be able to contact you before exercising our rights to Close-Out your Contract.

5.9 Commissions, Charges, and Other Costs (Unified)

This Section consolidates all commission and fee terms; commissions are not stated elsewhere in these Terms.

5.9.1 Profit-Based Commission. We charge commission only on net realized profits at CloseOut (there is no commission where a Contract does not make a profit). The Firm's share of net realized profits depends on your account type and applies equally to both Part A and Part B services. We charge a 15% commission on realized profits only. No commission is charged on funds that remain in your trading account and continue to be used for trading.

Profits are considered realized only when they are withdrawn or paid out to you. Accordingly, the 15% commission is calculated only on the amount of realized profits included in each withdrawal or payout, while any remaining profits that stay in your account for continued trading are not subject to commission until they are withdrawn. Commissions must be paid first for release of funds.

Account Type	Commission (Firm Share of Net Realized Profits)
Retail Account	15%
Institutional Account	10%

No profits means no fees — the Firm's earnings are tied to Client success.

5.9.2 Quarterly Maintenance Fee. A quarterly maintenance fee applies based on Account balance:

Account Balance	Quarterly Maintenance Fee
Under $50,000	0.80%

$50,000 to $250,000	0.50%
Above $250,000 to $1,000,000	0.35%
Above $1,000,000	0.20%

5.9.3 Inactivity Penalty. After 10 Business Days of non-operation, an inactive Retail Account is charged 5% of total equity per day, and an inactive Institutional Account is charged 3% of total equity per day.

5.9.4 Interest on Unpaid Amounts. If you do not pay us money you owe within our required timeframe, we may charge interest on the unpaid amount at the default interest rate, being

the central-bank target cash rate for the relevant Underlying Asset plus 3%, debited from your Account each day until you pay. We may change our default interest rates without notice where the change is to your advantage or results from external circumstances beyond our control; otherwise we will give 30 days' notice.

5.9.5 Currency Conversions. Money may be paid under the Agreements in United States Dollars (USD). If you transfer amounts denominated in different currencies between your Accounts, we will convert each amount into your nominated currency at the current spot rate, less a conversion fee of up to 1%. Your realized Profits and Losses are converted into your nominated currency at the current spot rate immediately on Close-Out. We may waive or defer the conversion fee at our discretion.

5.9.6 Swap Rates. If your Contract is open at Close of Business, it will be subject to a Swap Charge or Swap Benefit (daily financing cost). For a Long Party, a positive bought Swap Rate is credited as a Swap Benefit and a negative one debited as a Swap Charge; for a Short Party, a positive sell Swap Rate is credited as a Swap Benefit and a negative one debited as a Swap Charge.

5.9.7 Changes to Charges. We will generally vary our commissions and charges (excluding Swap Rates) by giving you 30 days' notice. We may make changes more quickly because of circumstances beyond our control — such as changes in our relationships with Liquidity Providers, or changes in charges from exchanges, clearing houses, or information providers that we pass on to you — in which case we will give as much notice as possible. We debit commissions and charges from your Account at Close of Business on the day you incur them.

5.10 Payments and Use of Client Money

5.10.1 You may access through your Account the Contracts you have entered into, the payments you have made or are required to make to us, and the payments we have made or are required to make to you. You permit and direct us, without notice, to debit any Free Balance you request to withdraw and any money you owe us, to credit money you deposit and amounts we owe you, and to designate money in your Account as either Free Balance or Margin.

5.10.2 We deposit the money you pay us into our trust account, operated in compliance with applicable Client Money Rules. We do not keep your money separate from that of other clients in our trust account, and we will only withdraw your money to make payments in line with your directions, to withdraw transaction fees, to pay us money we are entitled to, or as otherwise permitted by law.

5.10.3 We are entitled to invest the money in our trust account in compliance with applicable law (for example, in permitted investments, deposits with eligible money-market dealers,

cashmanagement trust interests, government securities, or deposits with a clearing and settlement facility). Unless we agree otherwise in writing, we are solely entitled to any interest or earnings derived from your money being deposited in our trust account, and we will not charge you a fee for investing your money in compliance with applicable law.

5.10.4 We do not use the money in our trust account to meet our hedging obligations with Liquidity Providers, or to meet trading obligations with other clients; we fund those obligations from our own money. We may restrict the payment methods available to you and will only accept deposits and withdrawals where we are satisfied that you or your Authorized Person is the sender; we may require documents to prove that a payment method is in your name before crediting your Account.

PART A

Commodities & General Trading

This Part applies to commodities options trading and the general derivatives trading services described below. The shared terms in Sections 1–5, and the general terms in Sections 14–20, also apply.

A1. Commodities Trading (Options Contracts)

A1.1 We trade options contracts only (no spot or futures contracts), leveraging institutional liquidity pools, for gold, oil, silver, and other major commodities.

A1.2 We trade European-style options, which are exercisable only at expiry.

A1.3 Institutional Accounts may be offered Direct Market Access (DMA) for commodities options and customizable algorithmic strategies tailored to institutional risk parameters.

A2. Account Types and Funding (Commodities)

A2.1 Retail Accounts

Retail commodities Accounts require a single minimum deposit and are intended to accommodate varying levels of capital and trading sophistication:

Account Level	Minimum Deposit
Retail (Basic)	$3,000

A2.1.1 Retail Accounts are intended for Clients who prefer shorter interaction horizons in quarterly terms. Maximum gains are generally targeted in the range of 1% to 35% quarterly. Retail Accounts are rewarded with a lower percentage for earning processes in exchange for a shorter minimum permanence time. Refer to Section A4 for the applicable withdrawal lock-in period and the proportion of capital you may control once the minimum term is met.

A2.2 Institutional Accounts

Institutional Accounts are designed for high-net-worth individuals, hedge funds, and corporate traders, and focus on creating a greater capitalization environment with solidity over time and larger returns:

- Minimum deposit: $100,000.
- Direct Market Access (DMA) for commodities options.
- Customizable algorithmic strategies tailored to institutional risk parameters.
- Reduced commissions.

A2.2.1 Institutional Accounts specialize in diversification and operate over a longer horizon, with average quarterly gains targeted across a wide range. Refer to Section A4 for the applicable withdrawal lock-in period and the proportion of the portfolio you may control once the minimum term is met.

A2.3 Company Trading Equity (CTE) & Bonuses

A2.3.1 We may, at our discretion, offer CTE bonuses to incentivize trading activity. CTE funds are non-withdrawable; only profits generated from them may be withdrawn. Trading-volume requirements may apply before bonus profits are released, and we reserve the right to modify or revoke bonuses if terms are violated.

A3. Leverage, Margin, and Negative Balance Protection

A3.1 Leverage is applied to enhance position sizing. Clients must maintain sufficient equity to avoid forced liquidations, which will occur in accordance with Section 5.8 where Margin requirements are not met.

A3.2 Negative Equity. When certain market conditions outside our control occur, the Platform's automated stop-out procedures may not prevent you from incurring a negative equity balance on your Account.

A3.3 Negative Balance Protection for Retail Clients. If you are a Retail Client and incur a negative equity balance on your Account in these circumstances, you will not be liable for that negative equity balance.

A3.4 Negative Balance Protection for Wholesale Clients. As a Wholesale Client, we may in our sole discretion provide you with one-time Negative Balance Protection of up to USD $100,000 of your total Account balance (the combined equity balance of all your Accounts after all open Contracts have been Closed-Out). We will only provide this protection once; thereafter you will be liable for any negative equity balance. We reserve the right not to grant this protection where we reasonably consider that the negative balance has been caused by misconduct or market abuse, and we will tell you why.

A4. Withdrawals and Lock-In (Commodities)

A4.1 Retail Lock-In Period. A Retail Account is subject to a minimum lock-in of twelve (12) months from activation before the Account may be liquidated. Profits may be taken after six (6) months of operation, and withdrawals on the profit margin may be made during that time. Once the minimum term has been met, the Client may take control of up to 70% of the capital, maintaining an operational minimum of 30%.

A4.2 Institutional Lock-In Period. An Institutional Account operates with a minimum stay of thirty-six (36) months. Initial returns are available after a minimum of twelve (12) months of operation, and a withdrawal above the profit margin may be requested during that time.

After eighteen (18) months, the Client may take control of up to 70% of the total portfolio, maintaining an operational minimum of 30%.

A4.3 Withdrawal Frequency. Subject to the applicable lock-in period, an active Client may make a first withdrawal after 6 months active and, thereafter, until the full 12 months, for a minimum of 30% of their Free Balance.

A4.4 Withholding. We may withhold all or part of a requested withdrawal where we need you to maintain a certain amount to meet our Margin requirements, where we are entitled to withhold under applicable law, or in line with our payment-method and source-of-funds provisions. We will let you know as soon as reasonably possible if we decide to withhold any part of your Free Balance. Withdrawals must be made using the same method and to the same sender used to deposit funds, and we reserve the right to refuse a particular payment method, to return funds in the currency of deposit, and to request additional documentation while processing a withdrawal request.

A5. Market Suspension and Disruption

A5.1 If at any time trading in an Underlying Asset on any exchange is limited or suspended, or trading is limited or suspended on any exchange that restricts trading within a relevant index, so that we are prevented from determining the price of the Underlying Asset, we will take the price of the Underlying Asset to be the price immediately preceding the limitation or suspension.

A5.2 If the limitation or suspension continues for 5 Business Days, we may Close-Out part or all of your Contract in our discretion. When this happens, we will decide the Close-Out date and the Close-Out value of your Contract in good faith (the Close-Out value will be the Underlying Asset price multiplied by the number of Contracts).

A5.3 We always reserve the right during any limitation or suspension period to adjust the price of any affected Underlying Asset in our reasonable discretion, considering prevailing market conditions.

A6. Corporate Actions

A6.1 If your Contract is the subject of a Corporate Action, we will decide what adjustment (if any) to make to your Contract or Order in order to preserve the economic equivalent of the rights and obligations of you and us immediately before the Corporate Action, or to replicate the effect the Corporate Action would have on someone holding an interest in the relevant Underlying Asset. This may include Closing-Out a Contract or opening a new Contract.

A6.2 We will act reasonably in deciding any adjustment, which may include changes to the size, value, or number of your Contracts and to the level of your Order. Any action will be effective from a date we set and may be retrospective. Once we make an adjustment, it is binding on you. If you are the Long Party, we will consider any preferences you tell us within a reasonable period; if you are the Short Party, we will take whatever action we consider necessary, and we will notify you as soon as reasonably practicable.

A6.3 Takeovers. If your Contract's Underlying Asset is shares in a company subject to a takeover offer, we will use reasonable endeavors to notify you, will apply the terms of the takeover offer to your Contract as if you were a holder of the Underlying Asset, and may either offer you the opportunity to agree to the offer or agree to it on your behalf where we reasonably believe it is in your best interests. In either case your Contract will be

suspended until the closing date, when it will be Closed-Out in line with the terms of the offer. You acknowledge that we are entitled to cancel or adjust your Contract or Order to reflect the takeover offer, including where drag-along rights apply, and that you will be bound by any such cancellation or adjustment. We may notify you of our intention to CloseOut your Contract at any time before the closing date, in which case the Close-Out

date will be the date we send the notice and we will decide the price based on our reasonable assessment of the market value of the Underlying Asset.

A6.4 Voting Rights. You acknowledge that we will not transfer voting rights in an Underlying Asset to you, or otherwise allow you to influence how we or any agent we appoint exercise any voting rights we hold.

A6.5 Interest. We will assess the value of your open Contracts and calculate the cost of holding the position at the benchmark interest rate plus or minus our fixed overnight charge (available on our website). If you are the Short Party, you will receive the benchmark interest rate minus our fixed overnight charge; if you are the Long Party, you will pay the benchmark interest rate plus our fixed overnight charge. For some expiring Contracts, our quote includes an interest component, and we will not separately adjust those Contracts for interest.

A6.6 Dividends. We will credit or debit your Account with a dividend adjustment if the Underlying Asset is a stock, share, or index that pays a dividend and your Contract is open on the ex-dividend day. If you are the Long Party, we will generally credit your Account with a cash adjustment reflecting the net dividend a holder would receive; if you are the Short Party, we will generally debit your Account with a cash adjustment reflecting the pre-tax dividend amount, unless we agree otherwise. For special, unusually large or small, or unusually timed dividends, or where a regular dividend is omitted, we may make an appropriate (and possibly retrospective) adjustment to the opening price or size of your Contract.

A7. Conflicts of Interest

A7.1 We may have a conflict of interest in acting as principal on both sides of a transaction. Because of the nature of the products we provide, we can sometimes hold residual long or short Contracts as a result of total client volume in one direction.

A7.2 You accept that we and our affiliates may have interests that conflict with yours, and you consent to our acting in any manner we consider appropriate, subject to applicable regulation. We will comply with the applicable regulations binding on us but are under no duty to disclose any interest, benefit, profit, commission, or other remuneration made or received by reason of any transaction or position. We maintain arrangements to manage conflicts of interest in accordance with our conflicts-of-interest policy.

PART B

Scalping Bot & Cryptocurrency Trading

This Part applies to our automated Trading Bot and cryptocurrency scalping services. The shared terms in Sections 1–5, and the general terms in Sections 14–20, also apply.

B1. Trading Bot and Strategies

B1.1 Our proprietary Trading Bot operates autonomously, executing trades based on real-time market data and algorithmic scalping strategies. The Bot's performance is not guaranteed, and past results do not indicate future returns.

B1.2 Cryptocurrency Trading (Scalping). The Bot specializes in high-frequency cryptotocrypto trades, including (but not limited to) pairs such as BTC/ETH, SOL/USDT, and XRP/BTC, with ultra-short holding periods ranging from seconds to minutes.

B1.3 You agree not to use any electronic device, software, algorithm, or trading strategy (including latency abuse, price manipulation, or time manipulation) that aims to manipulate or take unfair advantage of the way we construct, provide, or convey our prices or operate our Platform. Trading in a manner whereby you are not subject to any downside market risk will be treated as evidence of taking unfair advantage of us.

B2. Cryptocurrency Risk Disclosure

B2.1 Before deciding whether to trade, you should consider that cryptocurrency products are complex and high-risk and are likely to result in the loss of all invested capital, and that the values of cryptocurrencies can fluctuate widely, are extremely volatile, and can result in significant losses in a short period.

B2.2 You further understand that the market and prices for CFDs on cryptocurrencies are derived from decentralized digital exchanges of an unregulated nature. Accordingly, the price information provided by such exchanges may differ materially from prices on regulated exchanges. As a result, the trading environment and respective prices are very unpredictable compared to other financial instruments. These exchanges may have different internal policies and rules that are not subject to regulatory oversight, resulting in an uncertain trading environment that may have a material adverse effect on Client capital.

B2.3 Cryptocurrency CFD trading is not suitable for all investors, and you should carefully consider whether it is appropriate for you. The foregoing does not constitute investment advice based on your personal circumstances, nor is it a recommendation to contract any service or invest in any financial instrument. Where you are unclear about the meaning of any disclosure or warning, it is strongly recommended that you seek independent legal or financial advice. You acknowledge and accept that there may be risks other than those mentioned.

B3. Account Types and Funding (Scalping Bot)

B3.1 Retail Accounts

Retail scalping Accounts are structured in tiers to accommodate varying levels of capital and trading sophistication:

Tier	Minimum Deposit
Bronze	$5,000
Silver	$15,000
Gold	$25,000

The following parameters apply to all Retail scalping tiers:

Parameter	Retail
Maximum quarterly gains (target)	1% to 35%
Minimum operational timeframe	12 months
Inactivity penalty (after 10 Business Days)	5% of total equity per day

B3.2 Institutional Accounts

Institutional scalping Accounts (Standard and VIP tiers) focus on diversification and longer-term returns. Key parameters are:

Parameter	Institutional (Standard / VIP)
Minimum liquidity	$300,000
Average quarterly gains (target)	1% to 500%
Minimum operational timeframe	36 months
Inactivity penalty (after 10 Business Days)	3% of total equity per day

B3.3 Company Trading Equity (CTE) & Bonuses

The CTE and bonus terms in Section A2.3 apply equally to scalping-bot Accounts.

B4. The Collective Capital Model and Withdrawals

At the core of our scalping platform is a proprietary algorithmic trading system designed to maximize returns through advanced quantitative strategies. The system operates most efficiently when investor capital remains pooled for extended periods, enabling the Bot to:

- Optimize liquidity utilization — capital must remain available to seize fleeting market opportunities such as price discrepancies or sudden volatility spikes.
- Reduce market impact — large or premature withdrawals force the Bot to unwind positions prematurely, potentially causing slippage.
- Compound gains effectively — many strategies rely on reinvestment cycles, which early withdrawals disrupt.
- Maintain hedging integrity — the Bot dynamically balances risk exposure across the entire capital pool.

B4.1 Retail Account Withdrawal Policy

B4.1.1 Lock-In Period (6 Months). Retail investors agree that, upon Account activation, their capital will remain fully committed for a minimum of six (6) consecutive months before becoming eligible for withdrawal. This period allows the Trading Bot to integrate the funds into its broader strategy matrix, ensuring optimal performance. The Firm's profit-sharing entitlement is similarly deferred until this period has elapsed.

B4.2 Institutional Account Withdrawal Policy

B4.2.1 Lock-In Period (12 Months Minimum). Institutional Accounts are subject to a twelve (12) month lock-in period from the date of activation or institutional upgrade. This extended duration reflects the larger capital allocations, complex strategy integration, and systemic

risk considerations associated with institutional-scale positions. The Firm's profit-sharing entitlement is similarly deferred until this period has elapsed.

B4.3 Additional Provisions

B4.3.1 Exceptions — Force Majeure & Extraordinary Circumstances. In rare cases — including legal insolvency, regulatory action, or platform failure — early-withdrawal penalties may be waived or reduced at the sole discretion of the Firm. Clients must submit formal documentation for review.

B4.3.2 Post-Lock-In Withdrawals. After the applicable lock-in period expires, cryptocurrency withdrawals are processed within 24–48 hours and bank wire withdrawals within 3–5 Business Days. In compliance with AML/CTF Laws, funds must be returned to the same account from which the trading Account was funded. Subject to the applicable lock-in period, an active Client may make a first withdrawal, thereafter, once every six (6) months, for a sum of minimum and up to 30% of their Free Balance.

B4.3.3 Transparency & Reporting. To reinforce trust, institutional Clients receive quarterly liquidity audits showing capital deployment, and stress-test summaries demonstrating how withdrawals could impact the system.

GENERAL TERMS (APPLICABLE TO BOTH PARTS)

14. Taxes, Duties, and Withholding

14.1 Taxes and Transaction Charges

The Client shall be responsible for all taxes, duties, levies, assessments, exchange fees, regulatory fees, transfer taxes, documentary taxes, transaction taxes, digital asset taxes, and similar governmental charges arising from or relating to any transaction, position, account, service, or activity conducted under this Agreement, excluding taxes imposed on the Firm's net income, franchise taxes, or taxes measured by the Firm's overall profits.

The Client agrees to indemnify and hold harmless the Firm, its affiliates, officers, employees, and agents from and against any liability, cost, interest, penalty, assessment, or expense arising from the Client's failure to satisfy such obligations.

14.2 Fees Exclusive of Taxes

Unless expressly stated otherwise, all fees, commissions, spreads, financing charges, subscription fees, and other amounts payable by the Client under this Agreement are exclusive of any applicable federal, state, local, or foreign taxes.

14.3 Collection of Taxes

If the Firm is required by applicable law to collect, remit, or pay any tax, duty, levy, assessment, or governmental charge in connection with any services, transactions, products, digital assets, or activities provided under this Agreement, the Client shall pay an additional amount equal to such tax, duty, levy, assessment, or charge upon demand or as reflected on the Client's account statement, invoice, or transaction confirmation.

The Firm may debit the Client's account for any such amounts where permitted by applicable law and this Agreement.

14.4 Withholding Taxes

If any payment by the Client to the Firm is required by applicable law to be subject to withholding or deduction for taxes, the Client shall promptly pay such additional amounts as are necessary to ensure that the Firm receives the full amount that it would have received had no withholding or deduction been required, except where such withholding results from taxes imposed on the Firm's net income or the Firm's failure to provide legally required tax documentation.

14.5 Payments by the Firm

The Firm may withhold and deduct from any payment, distribution, withdrawal, redemption, settlement amount, or other amount payable to the Client any taxes required to be withheld under applicable law. Any amount so withheld and remitted to the appropriate taxing authority shall be treated as having been paid to the Client.

14.6 Tax Reporting

The Client acknowledges that the Firm may be required to collect tax documentation, verify tax residency, report account information, transactions, gains, losses, proceeds, or other information to tax authorities, and comply with applicable tax reporting, withholding, and information-sharing requirements. The Client agrees to provide all requested tax forms, certifications, and supporting documentation promptly upon request.

14.7 No Tax Advice

The Firm does not provide tax advice. The Client is solely responsible for determining the tax consequences of entering into transactions and maintaining positions under this Agreement and should consult independent tax advisors regarding the Client's specific circumstances.

15. Client Obligations, Warranties, and Market Abuse

15.1 Warranties and Representations

You and each Guarantor (if relevant) warrant and represent that:

(a) you have obtained all relevant and necessary consents regarding the performance, validity, or enforceability of the Agreements and any Contract or Order;

(b) you are not subject to any law or regulation that prevents your performance under the Agreements;

(c) you comply with all laws that apply to you, including all tax laws and regulations, exchange control, and registration requirements;

(d) the information you give us is complete, accurate, and not misleading;

(e) none of the money deposited in your Account is subject to an Encumbrance; (f) you have not committed an Event of Default that continues unremedied; and

(g) you are not subject to any current or pending actions or claims that might have a material adverse effect on your or the Guarantor's ability to perform your obligations.

15.2 If you completed the Application Form in the name of a company or trustee, you give the additional warranties customary for such entities (including, for a trustee, that you are the sole trustee, that you have power under the trust deed to enter into and comply with the Agreements, that you have a right of indemnity out of the trust assets, and that entering into the Agreements is for the benefit of the beneficiaries on fair and reasonable terms). The above warranties and representations are taken to be repeated each time you place an Order, and you agree to notify us immediately if any becomes incorrect or misleading.

15.2 Market Abuse

15.3 We may hedge our liability to you by opening analogous positions with other institutions or in the Underlying Market. This can result in your transactions exerting a distorting influence on the Underlying Market and an impact on our prices.

15.4 Each time you open or close a transaction, you represent and warrant that you have not and will not place an Order that would result in you (or others you act with), or us through our automatic hedging, having an exposure equal to or exceeding the level of a declarable interest in the relevant financial instrument; that you will disclose any economic interest in the Underlying Asset where required by law or regulation; and that you will not open or close any transaction or place any Order that breaches any law or regulation regarding insider dealing or market manipulation.

15.5 If you breach these representations and warranties, you acknowledge that, for the purpose of complying with our legal and regulatory obligations, we may in our absolute discretion and without being obliged to give reasons cancel any Orders, Close-Out all or part of your

Contracts, and/or treat your transactions as void, in addition to any other rights we may have.

16. Indemnity and Exclusion of Liability

16.1 Indemnity

16.1.1 In this Section, the “Indemnified Parties” means us, our officers, employees, contractors, and agents. You indemnify the Indemnified Parties for any Liability or Claim suffered or incurred in connection with your (including your Authorized Person’s) negligence, misrepresentation, fraud, breach of law, or breach of the Agreements. This indemnity applies where we have acted in good faith based on instructions that objectively appear to originate from you or an Authorized Person.

16.1.2 If any Indemnified Party contributed to the relevant Liability or Claim, your liability is limited to the amount directly caused by your conduct. You agree to pay any amounts you owe under this indemnity on demand, and this indemnity survives termination of the Agreements.

16.2 Exclusion of Liability

Except where you incur a liability, loss, or Cost as a result of our negligence, fraud, or willful default, the Firm and its affiliates, directors, employees, and agents shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from or relating to:

(a) Trading and market risks, including losses from market volatility, slippage, or liquidity shortages; unforeseen “black swan” events such as exchange hacks, regulatory crackdowns, or geopolitical crises; and inaccurate price feeds, latency issues, or execution delays caused by third-party data providers.

(b) Technical and operational failures, including system outages, server crashes, software malfunctions, cyberattacks, hacking incidents, or unauthorized access to client accounts.

(c) Third-party services, including banking delays, payment-processor errors, or blockchain network congestion affecting withdrawals, and misconduct by external custodians.

(d) Client-side issues, including unauthorized account access due to weak passwords or phishing attacks, and failure to comply with Margin requirements resulting in forced liquidations.

(e) Our acting in compliance with any direction, request, or requirement of any regulatory authority or government body.

16.3 No Guarantee of Performance. Historical trading results are not indicative of future returns. The Platform does not guarantee profits or protection against losses, and algorithmic strategies may underperform in certain market conditions. We are also not responsible for any failure by us to comply with the Agreements in circumstances where we could not reasonably control or prevent the cause of that failure.

17. Company Rights and Discretionary Powers

17.1 In addition to our other rights, we may, with or without notice, Close-Out all or part of your Contracts; reduce your position limit; refuse your Orders; terminate the Agreements; adjust the price, size, or value of your Contract; trigger a password reset; adjust the Margin requirements for your Contract; modify trading parameters such as leverage or asset availability; and suspend Accounts suspected of fraudulent activity.

17.2 We may exercise these rights where: an Event of Default has occurred; we reasonably consider there are abnormal trading conditions; we reasonably consider it necessary to protect our rights or trading servers; we are unable to make prices because necessary market information is unavailable for reasons beyond our control; we are required to act by a regulator; we consider you may hold inside information or be in breach of any applicable law; you have insufficient Margin; or the total value of your Orders is below the minimum or above the maximum we reasonably consider appropriate. Where we act purely in our absolute discretion, we will tell you in writing.

17.3 You acknowledge that we are not obliged to open or Close-Out your Contract or pay any Free Balance if we, acting reasonably, believe doing so would breach our legal or regulatory obligations. We may also adjust CTE bonus terms at any time.

18. Force Majeure

18.1 The Firm shall not be liable to the Client for failure to perform any obligation or duty under this Agreement if the failure is due to a cause beyond its control, including but not limited to: acts of God, war, fire, flood, earthquake, or other natural disaster; terrorist attack, civil war, threat or preparation of war, imposition of sanctions, or explosions; any law or action taken by a government or public authority; any failure or interruption of the energy supply, or of transmission, communication, or computing facilities; hacker attacks or other illegal actions against the Platform or the Firm's equipment; the suspension, liquidation, or closure of any market, or the abandonment or failure of any event to which the Firm relates its listings, or the imposition of special or unusual limits or conditions on trading; or the failure of any relevant exchange, clearing house, Liquidity Provider, or broker to perform its obligations for any reason.

18.2 Where such an event occurs and the Firm reasonably believes that force majeure exists, the Firm may, without prior notice and at any time, suspend, liquidate, or close any affected market or position, or take any other action it considers appropriate.

19. Termination and Account Suspension

19.1 Once all your Contracts have been Closed-Out and the applicable account minimum timeframe (twelve (12) months) has been met in operation, you may terminate the Agreements (including these Terms and your rights to use the Platform) immediately by giving us notice in writing.

19.2 We may Close-Out any of your Contracts and terminate the Agreements either by giving you 7 days' notice, or immediately and without notice after an Event of Default. Accounts may also be suspended or terminated for violation of these Terms or for suspicious or fraudulent trading activity.

19.3 On termination by either party, we may consolidate all your Accounts and deduct all amounts you owe from any Account before transferring any credit balances to you. The following survive termination: any indemnity granted by you; the guarantee and indemnity; all confidentiality obligations; your obligations regarding the Platform; the representations and warranties you and any Guarantor have given; any exclusion of our liability; and any other rights or obligations arising before termination.

19.4 Events of Default. Each of the following is an Event of Default: you fail to pay any amount owed on time (including where the money in your Account is less than the Margin we require); you fail to comply with any of your obligations; we reasonably consider that you

have committed or attempted fraud or have been dishonest in your dealings with us; an event occurs that has, or is likely to have, a material adverse effect on your ability to comply with the Agreements; any change in law makes it unlawful for us to perform the Agreements; you or a Guarantor become Insolvent; you die or become of unsound mind; we find a representation or warranty to be incorrect or misleading; you exceed the Exposure Limit on your Account; or any other circumstance where we reasonably consider it necessary to take action to protect us, our clients, or our related companies.

20. General Provisions

20.1 Confidentiality

Each party agrees not to disclose non-public information provided by the other party (including the existence or contents of the Agreements), except with the consent of the providing party (not to be unreasonably withheld); where allowed or required by law, the Agreements, or our Privacy Policy, or required by a stock exchange; in connection with legal proceedings relating to the Agreements; or in connection with an exercise or dealing with rights or obligations under the Agreements (including preparatory steps such as negotiating with a potential assignee).

20.2 Consent to Recording

You agree that we may record all telephone conversations, internet conversations (chat), and meetings between you and us, and use or disclose those recordings or transcripts to any party (including any regulatory authority or court of law) in connection with any dispute or anticipated dispute, or in line with our legal and regulatory obligations.

20.3 Privacy

Before completing the Application Form, you should read the Agreements and our Privacy Policy carefully. The Application Form requires you to disclose personal information, and our Privacy Policy explains how we collect, use, and disclose it. We may disclose your personal information on a confidential basis to our agents, contractors, third-party providers, related bodies corporate, professional advisers, or a proposed purchaser of our business, and to relevant regulators and credit or identification agencies as required or permitted by law. By submitting your Application Form and accepting these Terms, you consent to our use and disclosure of your personal information in accordance with this Section and our Privacy Policy. You have a right to access the information we hold about you, in writing, and we reserve the right to charge a reasonable fee for access.

20.4 Netting and Set-Off

If at any time you and we owe each other the same amounts in the same currency under the Agreements, each obligation is automatically satisfied and discharged. If the amounts are not in the same currency, we will convert them in accordance with our currency-conversion provisions. If one party owes more than the other, both obligations are satisfied and discharged when the party owing the larger total pays the excess. We may set off any amount we owe you against any amount you owe us under the Agreements, any Contract, or any Order, and may do anything necessary to action a set-off, including varying the date for payment of any amount we owe you.

20.5 Guarantee

Where required (for example, where you are a company, by each director, or in any other circumstance where we decide in our absolute discretion that a guarantee is required), your obligations under the Agreements must be guaranteed. The Guarantor unconditionally and

irrevocably guarantees your compliance with your obligations, including each obligation to pay us money, and agrees to comply with those obligations on demand if you do not, whether or not we have first made demand on you. The Guarantor also indemnifies us against any liability, loss, or Cost arising if you do not comply with an obligation, or if an obligation of yours or the Guarantor's is found to be unenforceable, or if a representation or warranty is found to have been incorrect or misleading. The guarantee is a continuing obligation, extends to all your obligations under the Agreements, and is not affected by any variation of the Agreements, any release or concession given to you, or the insolvency of any person.

20.6 Amendments

We may vary these Terms at any time with notice to you and in compliance with applicable law. By giving you 30 days' notice, we may charge additional fees or commissions or increase current fees or commissions. If you do not agree with any change, you may terminate these Terms in accordance with Section 19. Continued use of the Platform following any amendment constitutes acceptance of the revised Terms.

20.7 Assignment and Waivers

You may not assign or otherwise deal with your rights under the Agreements, a Contract, or an Order, or allow any interest in them to arise, without our consent. We may assign or otherwise deal with our rights without your consent, and you agree that we may disclose any information or documents we consider necessary to exercise this right. A provision of these Terms, or a right created under them, may not be waived or varied except in writing. If we do not exercise a right or remedy fully or at a given time, we may still exercise it later.

20.8 Notices

Unless the Agreements expressly say otherwise, all notices and communications must be sent by email or other means we specify, must be signed or issued by the sender or an authorized officer, and will be taken to be received upon sending unless the sender receives an automated non-delivery message. Communications take effect from the time they are received unless a later time is specified.

20.9 Severability and Inconsistency

If you are a Retail Client and there is any inconsistency between these Terms and the PDS, the PDS prevails; if you are a Wholesale Client, the Wholesale Client Information Statement prevails. A provision of the Agreements that is void, illegal, or unenforceable is ineffective only to the extent of that voidness, illegality, or unenforceability, and the remaining provisions are not affected.

20.10 Governing Law and Jurisdiction

These Terms are governed by the laws of the State of Delaware, United States of America (the jurisdiction of the Firm's registration), without regard to its conflict-of-laws principles. Any legal action, claim, or dispute shall be subject to the exclusive jurisdiction of the state and federal

courts located in New York, New York, and Clients irrevocably submit to that jurisdiction and waive any objection based on forum non conveniens. All payments under the Agreements must be made in United States Dollars or any other currency we may agree to.

20.11 Arbitration (Optional)

For institutional Clients or disputes exceeding USD $100,000, the parties may agree to resolve conflicts through binding arbitration under the Commercial Arbitration Rules of the American

Arbitration Association (AAA). Proceedings shall be confidential and held in New York, New York, and the arbitrator's decision shall be final and enforceable in any competent court.

20.12 Waiver of Class Actions

Clients waive any right to participate in class-action lawsuits or consolidated claims against the Firm and agree to pursue disputes individually.

20.13 Regulatory Compliance

The Firm operates under applicable United States federal and state financial regulatory guidelines and AML/CTF Laws. Non-U.S. residents remain bound by these Terms but acknowledge that local laws may impose additional restrictions.