

CLIENT AGREEMENT
2026

Risk Warning

Trading leveraged derivative products such as Foreign Exchange (Forex), Contracts for Difference (CFDs) or other financial derivative products carry a high level of risk to your capital. All these products, which are leveraged derivative products, may not be appropriate for all investors. The effect of leverage is that both gains and losses are magnified.

The prices of leveraged derivative products may change to your disadvantage very quickly, it is possible for you to lose more than your invested capital, and you may be required to make further payments. Before deciding to invest in any financial product, you should carefully consider your investment objectives, trading knowledge and experience and affordability. You should only trade in Forex and CFDs if you have sufficient knowledge and experience of the risky nature of the products, the risks involved in trading such products and if you are dealing with money that you can afford to lose. You should seek independent professional financial advice if you are in any doubt.

Contents

1. INTRODUCTION	3
2. GENERAL INFORMATION.....	4
3. INTERPRETATION	5
4. REGULATORY MATTERS	6
5. SUSPICIOUS TRADING ACTIVITY	9
6. CHARGES AND PAYMENTS	11
7. RIGHT OF SET-OFF	12
8. TAXES.....	13
9. MATERIAL INTERESTS AND INFORMATION BARRIERS.....	13
10. ACCOUNT OPENING	14
11. COMMUNICATIONS.....	15
12. ACCOUNT PAYMENTS	16
13. ORDERS AND CONFIRMATIONS.....	18
14. CLIENT MONEY, SAFEGUARDING AND ADMINISTRATION OF ASSETS.....	20
15. REPRESENTATIONS, WARRANTIES AND COVENANTS	21
16. TERMINATION	23
17. MANIFEST ERRORS.....	24
18. EXCLUSIONS, LIMITATIONS AND INDEMNITY	24
19. MISCELLANEOUS.....	28
20. DATA PROTECTION AND DISCLOSURE OF INFORMATION	31
21. USEFUL CONTACTS	32
22. SCHEDULE 1: DEFINITIONS	33
23. SCHEDULE 2: GENERAL RISK DISCLOSURE NOTICE	39
24. SCHEDULE 3: PRODUCT TERMS FOR RANGE SPREADS	45
25. SCHEDULE 4: USE OF OUR WEBSITE(S) AND TRADING PLATFORMS	48
26. SCHEDULE 5: CORPORATE ACTIONS.....	50
27. SCHEDULE 6: MARKET	52
28. SCHEDULE 7: MARKET CLAUSE.....	53

Client Agreement

This document (referred to as "Agreement" or "Client Agreement") is part of a wider agreement between you (also referred to as "our client", "the client", "your" and "yourself") and Infinox Global Limited (also referred to as "Infinox Global Limited", "we", "us", "our" or "the Company" and sets out the terms and conditions (referred to as "Terms") governing your Account and all trading carried out in your Account with us.

1. INTRODUCTION

In these Terms certain words and expressions that begin with capital letters have the meanings set out in the relevant clause or paragraph in which they appear or as set out in Schedule 1.

1.1 Our Client Agreement consists of several documents and certain key product information that can be accessed through our website or our Platform, and specifically comprises:

- a) This document and its Terms (including the Schedules).
- b) Any application that you submit to open an Account (An updated Client Agreement is available on our Website/Platform, and you must ensure that you keep yourself informed of the contents); You acknowledge and agree that we may amend this Agreement from time to time in accordance with clause 2.3, and that it is your responsibility to remain informed of all such amendments;
- c) Additional documents and information available to you from time to time on our website and through our Platform that provide more details about us and your activities carried on with us which include:
 - Best Execution Policy, which explains certain aspects of how our Platform quotes prices and deals with Orders and Trades;
 - Conflicts of Interest Summary Policy, which explains how we handle conflicts of interests in a manner that treats our clients fairly.
 - Privacy Policy, which explains how we deal with personal information that you provide to us.
 - Risk Warning Notice, which summarizes the key risks involved in Trades.
 - Complaints Procedure, which explains how you may complain about the service you receive and how your complaint will be handled; and,
 - Any guidance, instructions, worked examples, webinars or training materials published by us from time to time, which you accept form part of the Agreement to the extent relevant to the services provided.

1.2 From time to time, we may offer new services or products to you (where such services or products are permitted to be provided to you pursuant to applicable Regulations) and any such additional services or products will, in the absence of a separate agreement between you and us, be subject to this Agreement as may be amended from time to time. Unless expressly agreed otherwise in writing, such additional products or services shall automatically be governed by this Agreement.

1.3 If there is any conflict between the Agreement and any Regulations existing or introduced during the lifetime of this Agreement, the Applicable Regulations will prevail. You acknowledge that we may take any action we consider necessary to ensure compliance with Applicable Regulations and that such action shall be binding on you. Nothing in the Agreement

will exclude or restrict any duty or liability owed by us to you that may arise under the Regulations under which we are not permitted to exclude or restrict. Note further that CFDs are currently unregulated in Anguilla, hence services rendered are subject to no restrictions or exclusions and as such transactions are entered into at your own risk.

1.4 We assume no greater responsibility or fiduciary duty than that imposed by the Applicable Regulations or the express Terms of this Client Agreement. Nothing in this Agreement gives rise to any fiduciary relationship between you and us.

1.5 For your own benefit and protection, you should take sufficient time to read the Agreement, as well as the additional documents and information available on our website and through our Platform before you apply to open an Account and/or place any Trades on our available Platforms. If you do not understand any aspect of this Agreement, you should seek independent legal or financial advice. Any guidance, instructions, worked examples, webinars or training materials published by us from time to time, which you accept form part of the Agreement to the extent relevant to the services provided.

This Client Agreement contains important information about your rights and obligations (as well as ours) in relation to the services we agree to provide you. You should contact us as promptly as possible to ask for further information or if there is anything you do not understand.

1.6 It is our intention that:

- a) this Agreement contains the entire understanding between you and us and governs your relationship, and activities carried on with us through our Platform.
- b) the Agreement supersedes any prior oral or written representations, arrangements, understandings and/ or agreements between you and us which relate to your activities carried on through our Platform; and
- c) no act, omission or representation by any employee, representative or agent of ours shall amend or override this Agreement unless expressly agreed in writing by us.

2. GENERAL INFORMATION

2.1 Our Services

Subject to the Terms of this Client Agreement and acceptance of your application to open an Account with us, we will maintain one or more Accounts in your name and will provide execution-only brokerage services for Transactions and provide brokerage services for Transactions in such other products as we may, in our sole discretion, determine from time to time in the future.

Unless expressly stated otherwise in writing, all contracts and Transactions entered into between us shall be governed by the Terms of this Client Agreement, as amended from time to time. For the avoidance of doubt, we do not provide any investment, tax, legal, financial or trading advice, nor any personal recommendation, unless expressly required under Applicable Regulations. You are solely responsible for determining whether any Transaction is appropriate for you.

2.2 Commencement

This Client Agreement supersedes any previous agreement between us on the same subject matter and takes effect when you signify your acceptance of this Client Agreement by executing the Client Account Application. By executing the Client Account Application, you confirm that you have read, understood and agree to be bound by this Client Agreement with us. By accessing or using our Platform, placing any Order, or maintaining an open Account, you confirm your acceptance of this Agreement.

Your continued use of our services constitutes ongoing confirmation that you remain capable, willing and authorized to comply with all obligations under this Agreement and Applicable Regulations.

2.3 Amendments

We may amend any part of this Agreement at any time for a valid reason. Any amendments we make must be in accordance with Applicable Regulations. Amendments will be communicated to you via our website.

The continued use of our website and services by yourself will be deemed an acceptance of the amendments therein. We will not be responsible for any failure on your part to review amendments notified on our Website. If you are not happy with the amendment, you will be free to close your Account and/or terminate the Agreement in accordance with clause 16 before the amendment takes effect.

During that period, subject to the terms of the Agreement, you will be able to close your open Trades and cancel your pending Orders if you wish.

Unless we state otherwise, changes we notify to you will affect all ongoing business between us and you, including pending Orders.

Any amendment requested by you must be agreed in a formal amendment agreement by us. Unless expressly agreed otherwise by us, an amendment will not affect any outstanding Order or Transaction or any legal rights or obligations which may already have arisen. No oral statements, representations or informal assurances may amend this Agreement.

3. INTERPRETATION

General Interpretations

A reference in this Client Agreement to a "Clause" or "Schedule" will be construed as a reference to, respectively, a Clause of or Schedule to this Client Agreement, unless the context requires otherwise. References in this Client Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment.

A reference in this Client Agreement to any "Document" will be construed to include any electronic document, including any communication provided through the platform or by email.

References to persons include body corporates, unincorporated associations and partnerships/persons, firms, companies, corporations, governments, states or agencies of a state or any associations or partnerships of two or more such persons (whether or not having separate legal personality).

The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases as defined by applicable legislation, regulations, industry standards and codes have the same meanings in this Client Agreement unless expressly defined in this Client Agreement.

Any times or deadlines referred to in this Client Agreement, whether by reference to specific hours or otherwise, are based on Anguilla Time (GMT-4), unless we notify you otherwise or unless a different time zone is expressly specified for a particular market or product.

This Agreement and its Schedules

The Schedules form part of this Client Agreement. We may from time to time send to you further schedules with respect to a specific Market or class of Financial Instruments or Commodity which will also form part of this Client Agreement, and you agree that such additional schedules shall apply to any relevant transactions you enter into thereafter.

Headings

Headings are for ease of reference only and do not form part of this Client Agreement.

Time of Essence

Time will be of the essence in respect of all obligations of yours under or in connection with this Client Agreement and any transaction, including any margin obligations, information-provision obligations and any other deadlines set out in this agreement.

4. REGULATORY MATTERS

Our Regulatory Status

Infinox Global Limited is a company duly incorporated under the laws of Anguilla. Our registered office is located at Victoria House, The Valley, A12640, Anguilla, British West Indies. We execute orders for clients and manage portfolios of clients. We are not subject to prudential or conduct regulation equivalent to FSC or EU-Mifid regulation, and you acknowledge and accept this difference.

Non-Advised Trade Execution

- 4.1 We deal with you on an execution-only basis, where any Trades placed by you on our trading Platforms will be transmitted through our Platforms directly to our various Liquidity Providers for execution. You acknowledge that we do not owe you any duty to monitor your trading, alert you to risks, or prevent you from incurring losses.
- 4.2 We do not provide investment, financial, legal, tax, regulatory or similar advice. We will not make personal recommendations to you or provide you with advice on the merits or suitability of purchasing, selling or otherwise dealing in particular investments or executing particular Transactions, their legal, tax, accounting or other consequences or the composition of any account or any other rights or obligations attaching to such investments or Transactions. Your execution of the Client Account Application acknowledges that it is your decision as to whether to deal in particular investments or execute particular Transactions and that Infinox Global Limited takes no responsibility for the suitability of any Trade placed by you in accordance with your personal circumstances. You confirm that you will not rely on any communication from us as investment advice.
- 4.3 Any information supplied by or on our behalf should not (and will not be deemed to) be taken to constitute advice to you on the suitability, risks and merits or demerits of any specific Trade. We do not accept any responsibility for trading decisions made by you based on such information.
- 4.4 You should bear in mind that merely explaining the terms of a Transaction or Financial Instrument or its performance characteristics does not itself amount to advice on the merits of the investment. Any such explanation is provided solely to enable you to make your own informed decisions.
- 4.5 Any information or other features provided to you on our website, through our Platform or via e-mail at any training events or otherwise, is generic and must not be treated as advice that is suitable for you or as advice that is based on a consideration of your personal circumstances. Such information and features are provided merely to assist you in exercising your own judgment when trading on our Platform and we are not responsible for any investment decisions that you make. You accept full responsibility for decisions made using such material.
- 4.6 You acknowledge and agree that you are capable of assessing the merits of and understand and accept the nature and risks of Trades entered into under this Agreement, and that you do not and will not rely on advice from us in relation to the merits of any Trade.
- 4.7 Your execution and submission of the Client Account Application will be treated as your acknowledgment that you are aware that we deal with you on an execution- only basis and that you have not asked for nor received advice.

- 4.8 If you believe that you have been provided with investment advice, you acknowledge that it is given without authority, and you should not rely upon it. We shall not be liable for any loss arising from your reliance on unauthorized statements.
- 4.9 Where we do provide general trading recommendations, Market commentary or other information, this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to a personal recommendation or advice.

We give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the legal, tax or accountancy consequences of any Transaction; Where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on contrary to that restriction. You acknowledge that you use such information entirely at your own risk.

Complaints or Disputes

- 4.10 We maintain a 'Complaints Procedure', which we publish on our website and which you agree contains the procedures that will govern any client complaints or disputes in connection with the performance of any services. To assist us in resolving your complaint or dispute quickly, we recommend that you notify us of your complaint or dispute promptly and in writing, with full details of the relevant complaint or dispute. To assist us with investigating your complaint, you should keep your own records of the cause of your complaint and details of dates and times of specific issues in relation to your complaint.
- 4.11 In accordance with clause 11.3, we will respond to any communication, complaint, claim or dispute in English. Any translation provided shall be for convenience only and to the extent there is a conflict between the English version and any translation, the English version shall prevail. We may provide responses electronically, and you agree that such electronic correspondence satisfies any requirement for written communication under applicable regulations.

Governing Law and Jurisdiction

- 4.12 A Transaction which is subject to the Rules of a Market shall be governed by the law applicable to it under those Rules. Subject to the immediately preceding sentence, this Agreement and all Transactions will be governed by and construed in accordance with the laws of Anguilla. You irrevocably submit to the non-exclusive jurisdiction of the courts of Anguilla for the resolution of any dispute arising out of or in connection with this agreement or any transaction.

Notwithstanding the above, we may commence proceedings in any other jurisdiction where you reside, hold assets or conduct business, and you irrevocably waive any objection to such proceedings including any objection based on lack of jurisdiction or forum non conveniens.

Service of process may be effected by email or by any other method permitted under Applicable Law.

Subject to Applicable Regulations

- 4.13 This Client Agreement and all Transactions are subject to Applicable Regulations so that:
- a) If there is any conflict between this Client Agreement and any Applicable Regulations, the latter will prevail; and,
 - b) We may take or omit any action we consider necessary to ensure compliance with any Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you. You acknowledge that such action may include suspending or restricting your account, delaying or refusing to process transactions or withdrawals, requesting additional information or documentation, or reporting information to any competent authority.
 - c) You acknowledge that you are solely responsible for, and that neither Infinox Global Limited nor any of its Affiliates has any responsibility for, your compliance with any laws, Applicable Regulations or rules applicable to your use of the

services provided by us under this Client Agreement including, but not limited to, any laws, Applicable Regulations or rules, in your or any other jurisdiction, relating to tax, foreign exchange and capital control, and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or tax-paying status. You agree to indemnify and hold us harmless for any loss arising from your failure to comply with such requirements.

You acknowledge that we may require additional information or documentation from you in order to address any complaint, and we may decline to progress the complaint until such information is provided.

Risk Disclosures

4.14 In Schedule 2, you are provided with a General Risk Disclosure Notice which sets out the particular investment risk of investing in complex financial instruments. Your execution of the Client Account Application will be treated as your informed acknowledgment that you have carefully read and are prepared to accept the risks outlined in the General Risk Disclosure Notice of this Client Agreement and the Risk Warning Notice available on our website. You confirm that you understand such risks may result in a loss of all or more than your deposited funds.

4.15 If there is anything you do not understand it is recommended that you seek professional independent financial and/or legal advice, in particular, regarding the suitability of trading in complex financial instruments in accordance with your knowledge and experience, personal and financial circumstances. We do not assess whether any transaction or strategy is appropriate or suitable for you unless expressly required by applicable regulations.

4.16 You should note, in particular, that trading on Margin involves significant risks and that:

- a) you can lose more than your Initial Margin and in certain circumstances your losses may be unlimited. You acknowledge that you are fully responsible for monitoring your open positions and margin obligations at all times.
- b) If the Market moves against your position or Margin rates are increased there may be insufficient money in your Account to satisfy Margin requirements, and we may automatically liquidate any or all of your positions at a loss; We are under no obligation to notify you before closing positions to protect your account or our interests.
- c) Infinox Global Limited does not guarantee the performance of any given Account or Platform nor will any Account achieve a particular rate of return. Past performance is not a reliable indicator of future results.

Conflicts of Interests

4.17 We are required to have arrangements in place to manage conflicts of interest between us and our clients as well as between different clients. We operate in accordance with a conflict of interest policy we have put in place for this purpose (which may be revised or updated from time to time) pursuant to Applicable Regulations in which we have identified those situations in which there may be a conflict of interest, and in each case, the steps we have taken to manage that conflict. You acknowledge that such arrangements may include information barriers, disclosure, declining to act or other measures we consider reasonable in the circumstances.

4.18 We shall not be obliged to disclose to you or take into consideration any fact, matter or finding which might involve a breach of duty or confidence to any other person, or which comes to the notice of any of our directors, officers, employees or agents but does not come to the actual notice of the individual or individuals dealing with you. You agree that no duty arises on our part to disclose information protected by confidentiality or information barriers.

4.19 The relationship between you and us is as described in this Client Agreement. Neither that relationship, nor the services we provide nor any other matter, will give rise to any fiduciary or equitable duties on our part or on the part of any of our

Affiliates. As a result, we or any of our Affiliates are involved in doing business with or for you may act as execution-only brokers and we or any of our Affiliates may do business with other clients and other investors whether for our own or such Affiliate's own account. You agree that we may prioritize our own interests or those of other clients where permitted under applicable regulations.

4.20 You accept that we and our Affiliates may either:

- a) have interests which conflict with your interest's, or
- b) owe duties which conflict with duties which would otherwise be owed to you, and in either case; or
- c) You consent to our acting in any manner which we consider appropriate in such cases subject to Applicable Regulations. You further agree that we are not required to account to you for any profit, commission or remuneration made by reason of any transaction or position in respect of which a conflict may arise.

Market Abuse

4.21 By entering into any Transaction, you are not acting in any way which is intended to or may be considered to be contravening any legislation against insider dealing, market manipulation or any other form of market abuse or market misconduct ("Market Abuse"), nor are you acting with the intention of contravening any other provision of the Act or any other Applicable Regulations.

You also agree not to engage in any behavior which may be reasonably considered as abusive trading or misuse of our trading platforms.

4.22 For the purposes of clause 4.21. you agree that we may proceed on the basis that, when you open or close a Trade with us in a Market, you may be treated as dealing in securities within the meaning of any law, or Applicable Regulations against Market Abuse; We may report any suspicious orders or transactions to any competent authority without prior notice to you.

4.23 You acknowledge that it would be improper for you to deal in the Market if the sole purpose of such a transaction was to impact on our bid or offer prices, and you agree not to conduct any such transactions.

Where we reasonably suspect market abuse or attempted market abuse, we may take any action we consider necessary including suspending or closing your account, voiding or adjusting transactions, freezing funds, or disclosing information to regulatory or law enforcement authorities.

5. SUSPICIOUS TRADING ACTIVITY

5.1 The client agrees not to engage in any suspicious trading activities that constitute conduct whether illegal or otherwise, relating to the use of our trading platform to the detriment of our integrity and effective operation of INFINOX's trading platform for CFDs, Margin FX and or the underlying Asset to which the Liquidity Provider is contracted. Suspicious trading activities constitute an offense and are a breach of this Client Agreement. For the avoidance of doubt, "suspicious trading activity" includes any form of platform abuse, market abuse, system manipulation, or behaviour that may adversely affect our systems, liquidity providers, execution quality or legitimate business interests.

5.2 Suspicious trading activities entail, but are not limited to any of the following:

5.2.1 Entering into Orders or a combination of Orders with the intention of exploiting spreads that are wider than normal during an abnormal period of thin liquidity by scalping with the market or limit Orders. This includes any use of automated systems, algorithms or latency-based strategies designed to exploit temporary price disparities.

- 5.2.2 Engaging in Orders that abuse the negative balance protection through opening high leverage trades before the close of weekend, big news, or data releases. This includes any trading pattern that seeks to benefit from gap-risk exposure or dislocated pricing at times of extreme volatility.
- 5.3 INFINOX reserves the right to investigate with or without the client's knowledge or consent any suspicious activities relating to the acts or omissions committed by the client whether alone or in concert. Based on the outcome of the investigation, INFINOX will exercise its discretion to terminate the client's trading account immediately and without prior notice and the right to claw back any profits made as a result of suspicious activity and breach of the Client Agreement. We may also freeze or withhold withdrawals, reverse transactions, adjust account balances, and report suspicious activity to any regulatory or law-enforcement authority without prior notice.
- 5.4 Without prejudice to any other rights under this Agreement, we may at any time, acting reasonably but without prior notice to you, temporarily or permanently suspend, freeze, block, restrict or otherwise limit your Account, your access to the Trading Platforms, or any Transaction where we consider that:
- a) You have engaged, or may be engaging, in Suspicious Trading Activity, Market Abuse, abusive trading strategies, toxic flow, manipulation or conduct which may adversely affect our systems, liquidity providers, pricing, hedging arrangements or legitimate business interests.
 - b) Such action is necessary to comply with Applicable Regulations, requests of any governmental, regulatory, supervisory, tax or law-enforcement authority, or our internal AML, fraud-prevention, market integrity or risk-management procedures.
 - c) There is any indication of coordinated trading, use of delayed or manipulated pricing, price-latency arbitrage, automated systems abusing execution delays, or use of information not generally available to the Market.
 - d) We are unable to maintain external hedging arrangements due to interruptions, outages, rejections or withdrawal of liquidity from our Liquidity Providers; or
 - e) We consider such action reasonably necessary in order to protect you, us, our clients, or the orderly functioning of the Markets.
- 5.5 During any suspension or freeze, we may refuse to execute Orders, cancel pending Orders, prevent the opening of new positions, close Open Positions at a fair price determined by us acting reasonably, or require additional information or documentation from you in order to complete our review.
- 5.6 We reserve the right, acting in our sole discretion, to determine that your trading constitutes abusive, improper or prohibited trading, including but not limited to latency arbitrage, stale-price trading, hedging between brokers, high-frequency toxic flow, coordinated trading, automated trading, exploiting delays or errors in pricing, or any conduct inconsistent with fair and orderly trading or our legitimate business interests.

Where we reasonably determine that such activity has occurred, we may:

- a) adjust or cancel any Transactions.
- b) reverse any profits or gains derived from such trading.
- c) charge you for any losses suffered by us or our Liquidity Providers.
- d) close any or all of your Open Positions.
- e) immediately terminate this Agreement.

5.7 We may refuse, delay or withhold the processing of any withdrawal request where:

- a) we conduct any investigation into Suspicious Trading Activity, fraud, market abuse, AML/CTF concerns or breach of this Agreement.
- b) requested by any regulatory authority or Liquidity Provider; or
- c) the withdrawal would adversely impact on our ability to recover any losses, negative balances, chargebacks, clawbacks or adjustments.

Any such withholding will remain in place until the investigation is completed to our satisfaction.

5.8 Where any profit, balance or credit has been generated as a result of system abuse, pricing errors, toxic flow, latency arbitrage, stale prices, Liquidity Provider rejections, or any conduct contrary to this Agreement, we may reverse such amounts, amend Account balances, cancel Transactions or require repayment from you.

5.9 In the event of abnormal market conditions, Liquidity Provider outages, disruptions in pricing, technical failures or material risk to our business, we may implement emergency measures including widening spreads, increasing Margin, closing positions, restricting trading or suspending the Trading Platforms.

6. CHARGES AND PAYMENTS

6.1 You will pay our charges as agreed with you from time to time or we may deduct such charges from any funds held by us on your behalf. You acknowledge that all charges are immediately due and payable upon arising, and we may debit your Account without prior notice.

6.2 We may charge a mark-up or mark-down (the difference between the price at which we take the principal position and the Transaction execution price with you). You agree that such mark-ups/mark-downs form part of our remuneration and may vary depending on market conditions and liquidity.

6.3 We may alternatively agree to charge a Commission or a combination of Commission and mark- up or mark- down. Details of applicable Commissions will be disclosed to you through our Website, Platform or other durable medium.

6.4 Where your Account was introduced to us by an introducing broker a portion of the charges or Commissions paid by you may be given to the introducing broker. You acknowledge that such payments do not increase the charges payable by you.

6.5 Where the Client fails to withdraw all balance from their account for a minimum period of 6 (six) months of inactivity since the last trade or transaction or after the business relationship has been terminated, INFINOX reserves the right to charge a USD 20 (or equivalent) inactivity fee every month against an account that has not traded, deposited or made a withdrawal over a consecutive period of no less than six (6) months on existing, remaining, or unclaimed funds for the period thereafter. We may continue applying such fees until the balance is reduced to zero.

Currency Indemnity

6.6 If we receive or recover any amount in respect of an obligation of yours in a currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, you shall indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it was due. We may convert such amounts at a reasonably available market rate selected by us, and you agree that such conversion is final and binding.

We may receive remuneration from or share a percentage of our charges with any Affiliates or third parties who have introduced you to us or in connection with Transactions carried out on your behalf. Details of such remuneration or sharing arrangements will be made available to you on written request.

Incidental Fees

6.7 Infinox Global Limited may charge incidental banking-related fees such as wire charges for deposits/ withdrawals. Infinox Global Limited reserves the right to change its fee structure and/or parameters at any time without notice. Fees do not currently but may in the future include such things as statement charges, Order cancellation charges, Account transfer charges or fees imposed by any interbank agency, bank, contract, Market or other regulatory or self-regulatory organization arising out of Infinox Global Limited provision of services hereunder. Client may incur additional fees for the purchase of optional, value-added services offered by Infinox Global Limited.

Conversion of Foreign Currency Amounts

6.8 If you direct Infinox Global Limited to fund Margin from funds denominated in a foreign currency held on your Account, Infinox Global Limited will be authorized to convert those funds for Margin at a rate of exchange determined by Infinox Global Limited, who will not be liable to you for any loss suffered by you as a result of any such conversion.

Payments and Deliveries Net

6.9 Unless we give you written notice to the contrary, all payments and deliveries between us shall be made on a net basis and we shall not be obliged to deliver any asset or make any payment to you or both (as the case may be) unless and until we have received from you the appropriate documents and any cleared funds.

7. RIGHT OF SET-OFF

7.1 We may at any time set off, without prior notice to you or any other requirement, any obligation (whether or not such obligation is matured or contingent, whether or not arising under this Client Agreement or under or in connection with any other agreement, transaction or instrument, and regardless of the currency, place of payment or booking office of the obligation) you or any of your Affiliates may from time to time owe to us or any of our Affiliates, as reasonably determined by us, against any obligation (whether or not such obligation is matured or contingent, whether or not arising under this Client Agreement or under or in connection with any other agreement, transaction or instrument, and regardless of the currency, place of payment or booking office of the obligation) we or any of our Affiliates may then owe to you or any of your Affiliates, as reasonably determined by us.

For avoidance of doubt, we may exercise this right even if the obligations arise in different jurisdictions, currencies, accounts, trading platforms or legal entities belonging to the Infinox group.

7.2 For the purpose of any cross-currency set-off, we may convert either obligation at the applicable Market exchange rate selected by us on the relevant date. You acknowledge and agree that such conversion shall be final and binding.

7.3 If the amount of any obligation is unascertained, we may in good faith estimate that amount and set off in respect of the estimate, subject to us accounting to you when the amount of the obligation is ascertained. Any subsequent adjustment may be debited or credited to your Account without prior notice.

7.4 Our rights under this clause 7 will be in addition to any other right of set-off or similar right we may have, whether as a matter of contract, under common law, or otherwise.

Exercising (or not exercising) these rights does not constitute a waiver of any other rights we may have.

8. TAXES

- 8.1 You are responsible for all taxes that may arise as a result of or in connection with a Transaction, whether under current or amended law. We shall have no responsibility for any of your tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying you of a change in tax law or practice. You acknowledge that tax treatment depends on your individual circumstances and may change without notice, and it is your sole responsibility to seek independent tax advice.
- 8.2 You shall indemnify us and hold us harmless for and against all costs, claims, demands and expenses arising as a result of or in connection with any failure by you to comply with your obligations under clause 8.1. This includes, without limitation, any withholding taxes, reporting obligations, penalties, interest or charges imposed by any tax authority arising from your trading activity, Account operation or failure to provide accurate tax-related information.
- 8.3 We may deduct or withhold any taxes where required by Applicable Regulations, and you agree that such deductions shall constitute a full and valid discharge of our obligations to you in respect of the amount so withheld.
- 8.4 You agree to promptly provide any tax forms, certifications, self-declarations or other information reasonably requested by us or any competent authority to comply with FATCA, CRS or any other tax reporting regime. Failure to do so may result in restrictions on your Account, delays in withdrawals or termination of this Agreement.

9. MATERIAL INTERESTS AND INFORMATION BARRIERS

Material Interests

- 9.1 Your attention is drawn to the fact that when we deal with you or for you, we or an Affiliate or some other person connected with us may have another interest, relationship or arrangement that is material. Without limiting the nature of such interests, examples include where we or an Affiliate could be:
- Dealing or quoting prices to the Markets, in the investment, a related investment or an asset underlying the investment, as principal for our (or its) own account or that of someone else. This could include selling to you or buying from you and also dealing with or using the services of an intermediate broker or other agent who may be an Affiliate.
 - Matching (e.g. by way of a cross) your Transaction with that of another Client by acting on his behalf as well as yours.
 - Advising and providing other services to Affiliates or other clients whose interests may conflict with yours.
 - Hedging Transactions entered into with you by taking positions with third-party Liquidity Providers whose pricing, execution or commercial interests may differ from your own.
 - Receiving or paying fees, rebates, commissions or other monetary or non-monetary benefits from Affiliates or third parties arising from Transactions executed on your Account.
- 9.2 You accept that we and our Affiliates may have interests which conflict with your interests and may owe duties which conflict with duties which would otherwise be owed to you, and consent to our acting in any manner which we consider appropriate in such cases subject to Applicable Regulations. You acknowledge that such conflicts do not require further disclosure unless required by law, and that we may act notwithstanding any such conflict provided we do so in accordance with Applicable Regulations and our internal conflicts-of-interest policy.

No Liability to Disclose or Account

We will comply with Applicable Regulations binding on us, but we shall be under no further duty to disclose any interest to you, including any benefit, profit, Commission or other remuneration made or received by reason of any Transaction or any related transaction or position. You further acknowledge that we are not required to account to you for any profit, revenue, rebate or other financial benefit arising from our role as counterparty or from any arrangements with Liquidity Providers, market counterparties or Affiliates.

Information Barriers

Where necessary we maintain arrangements which restrict access by our employees to information relating to areas of our business (and that of Affiliates) with which, and the affairs of clients with whom, they are not directly concerned. Accordingly, we shall not be required to have regard to or disclose to you such information. You acknowledge that internal information barriers (“Chinese Walls”) may prevent certain employees from being aware of information held elsewhere within our organization, and that we are not required to override or breach such information barriers for your benefit.

10. ACCOUNT OPENING

You and Your Account

10.1 An Account must be opened prior to entering into any Transaction with Infinox Global Limited. No Orders can be placed until an Account has been opened and cleared funds received. We may refuse to process or execute any Order prior to full completion of our onboarding, verification and AML checks.

10.2 Without prejudice to the foregoing, if Infinox Global Limited permits you to place an Order notwithstanding that an Account has not been opened, or cleared funds received, this shall not limit your liability to Infinox Global Limited pursuant to this Client Agreement in respect of the Order placed. Infinox Global Limited may, at its absolute discretion, refuse to accept you as a client for whatever reason but will notify you of any such refusal, without giving any reasons, as soon as reasonably practicable. We may also decline your application where doing so is necessary to comply with Applicable Regulations, AML/CTF requirements, sanctions screening or internal risk-management procedures.

10.3 You must record information regarding your investment knowledge and experience in the Client Account Application. On the basis of this information and in accordance with the Applicable Regulations, we will use the information we have about you to assess whether or not you have sufficient knowledge and experience to understand the risks involved in trading Forex, Range Spreads, CFDs or other leveraged derivative products on our trading Platforms and subsequently whether an Account is appropriate for you. We may request additional information at any time if required for reassessment, risk reviews or compliance purposes.

10.4 We may rely on the information that you provide us with in your Client Account Application as being correct at all times, unless you notify us otherwise. It is your responsibility to promptly inform us in writing if at any time during your relationship with Infinox Global Limited you become aware of any information or circumstances which might reasonably indicate that our initial assessment should be changed. Failure to update information may result in suspension or termination of your Account.

10.5 To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that we may:

- Make periodic searches and enquiries about you and any Affiliate at credit reference agencies, and your employers and any other relevant parties (as applicable);
- Disclose information to organizations involved in fraud and AML/CFT prevention; and

- Obtain information from and disclose information to other broker-dealers or investment managers which deal in or manage investments for you concerning any payment or security default or concerning any investment which is related to or connected with Transactions which you seek to open with us.
- You consent to all such checks and disclosures for regulatory and risk-management purposes.

10.6 Any limits for your Account (including any credit limits) may be set and varied from time to time with regard to your credit status and, where applicable, the amount of funds deposited by you with us which may, in its sole discretion apply a limit to:

- The size of any Transaction or series of Transactions that you may enter into; and
- The amount of any loss or liability to which you may be exposed, including leverage reductions, maximum position sizes, restrictions on particular instruments, or stricter margin requirements.

10.7 Account limits do not limit or represent your liability for losses to Infinox Global Limited, and the funds you may have from time to time on deposit with us as Margin or otherwise do not represent any limit upon your financial liability to us. You may be liable for losses exceeding the balance of your Account.

10.8 When your Account is opened you will have access to the Trading Systems enabled by a password which shall be for your personal use only and which you shall keep secret and not disclose to any third party nor allow any third party to use or otherwise gain access to the Trading Systems in your name or on your Account. You must implement reasonable security measures to protect your login credentials.

10.9 If we accept your application and open an Account for you, we will confirm this in writing and provide you with details on how to access your Account through our Platform. Please do not attempt to send us any money before we have confirmed that the Account has been opened, as your payment may be rejected.

10.10 You accept full responsibility for any transaction that may occur on an account opened, held or accessed through the use of the password provided by Infinox Global Limited, even if such use may be unauthorized or wrongful. You agree to accept full responsibility for the use of the on-line trading facility, for any Orders transmitted through the on-line trading facility and for all communications and the accuracy of all information sent via the on-line trading facility using your name, password or any other personal identification means implemented to identify you. We shall not be liable for losses arising from your failure to safeguard your credentials.

10.11 You warrant and agree that any person who is in possession of any password has been authorized by you, and you acknowledge that you will be responsible for any actions on the account associated with the use of its password. You agree to notify Infinox Global Limited immediately should you become aware of any unauthorized use, loss or theft of your, username, password or account numbers; or inaccurate information with respect to the content of statements including, cash balances, Open Positions or Transaction history. We may suspend access to your Account until the issue is resolved.

10.12 Access to the Trading Platforms is furnished pursuant to a non-exclusive, non-transferable, revocable license and their use is subject to the terms of this Agreement. We may revoke access at any time where necessary to protect our systems, comply with Applicable Regulations, manage risk, or prevent suspected abuse or misconduct.

11. COMMUNICATIONS

Language of Communications

11.1 All Infinox Global Limited standard documents will be available in English. If a document is translated into another language this will be for convenience purposes only and the English version will prevail.

11.2 Where we are able and it is commercially reasonable to do so, we will endeavor to provide you with documentation and communications in your choice of language; however, we reserve the right to communicate with you in English so long as this Agreement is in effect.

Communications in Writing

11.3 Where the Agreement or Applicable Regulation requires us to communicate with you 'in writing', we will generally make such communications to you via e-mail. We may also provide written communications through your Client Area, our Platform, or by secure electronic notification. Any communication we provide electronically shall be deemed to have been received by you when made available, regardless of whether you actually access or read it.

11.4 Where the Agreement requires you to communicate to us in writing, you can either send us a secure message through our Website's Chat facility (which directs your messages to Infinox Global Limited Support Team), or send us an e-mail from the mail address associated with your Account to support@infinox.com. You consent to us providing you with information through our Platform, by e-mail and/or by placing information on our website. You further acknowledge and agree that:

- a) We may contact you by telephone, SMS, platform notification or other electronic means where necessary for regulatory, operational or security-related purposes;
- b) We may request additional information or documentation from you electronically in order to comply with AML/CTF obligations, fraud-prevention requirements or Applicable Regulations.
- c) All communications between you and us may be recorded, monitored or stored for regulatory compliance, evidence of instructions, and quality assurance; and
- d) Any written communication sent from the e-mail address registered to your Account will be treated as having been sent by you.

12. ACCOUNT PAYMENTS

The Cash Balance of Your Account

12.1 Your Account will be credited from time to time with the amount of each payment of Margin, by any potential Realized Profits payable arising as a result of or in connection with a Transaction and any other payment received by us from you pursuant to this Client Agreement. We may also credit your Account with any adjustments, reversals or corrections we reasonably determine are necessary under Applicable Regulations, Market practice or liquidity-provider instructions.

12.2 Your Account will be debited from time to time by the amount of each payment made by us to you at your request pursuant to this Client Agreement, by the deduction of our charges and potential Realized Losses payable arising as a result of or in connection with a Transaction. We may also debit your Account for chargebacks, clawbacks, reversal of erroneous credits, or any sums due under clauses relating to abusive trading, system abuse or regulatory compliance.

12.3 Unless otherwise agreed, you acknowledge and agree that no interest will accrue on any cash balance in your Account and that Infinox Global Limited will not be liable to pay you any such interest. You expressly waive any entitlement to interest under Applicable Regulations or otherwise.

12.4 We will only accept deposits from you by BACS, telegraphic transfer, SWIFT and credit or debit card. No cash or pre-paid debit cards not bearing the Client's name will be accepted. Payments may be denominated in UK Pounds Sterling, US Dollars, Euros, or any other currency agreed in advance with us. We may refuse deposits from third-party accounts, unverified sources, or accounts failing AML/CTF checks.

Base Currency

12.5 You shall designate a base currency for your Account which shall either be UK Pounds Sterling, US Dollars, Euros or any other currency agreed in advance with us referred to as the "Account Base Currency").

12.6 Any sums deposited in your Account, if in a Currency other than the Account Base Currency, may be converted to that Account Base Currency at the prevailing conversion rate as designated by us unless alternative instructions from you are accepted by us. You acknowledge that exchange rate fluctuations may affect your Account value.

12.7 If any interest costs, Commission and other charges to be debited to your Account are in a currency other than the Account Base Currency they may be converted to that Account Base Currency at the prevailing conversion rate as designated by us.

12.8 All payments from your Account will be made on your request in the Account Base Currency unless another currency is agreed in advance between you and us and will be made by BACS transfer, Telegraphic by debit or credit card, and it is permitted, transfer of funds to the relevant credit or debit card account. We shall not be obliged to make any payment to you unless your cash balance remaining after making the payment would be sufficient to cover your Margin.

We shall not be obliged to make any payment to you unless your remaining balance is sufficient to cover all Margin requirements, unrealised losses and pending charges.

Payment and Withdrawal Conditions

12.9 You agree to make payments due to us under this Client Agreement in accordance with the following Terms:

- a) All electronic or telegraphic transfer or other bank fees in respect of payments by you will be your sole responsibility; and
- b) Any payment made to us will only be treated as received when we receive cleared funds; and
- c) If any payment is not received by us on the due date for payment, then, without limitation of any other rights which we may have, we will be entitled to charge interest on the overdue amount (both before and after judgment) at a rate of 1% per month from the date payment was due until the actual date of receipt by us; and
- d) They are made on your behalf by an authorized and regulated firm referred to as "Authorized Person" and:
 - The Authorized Person is appointed by you in relation to the Account and is not acting pursuant to a limited power of attorney; and
 - We have an agreement in place with that Authorized Person; and
 - We have verified the account the payment is made from (where applicable) and undertaken all checks that we in our sole discretion determine are necessary or appropriate in the circumstances to comply with Applicable Regulations; and
- e) You indemnify us for and hold us harmless against any costs or expenses (including all legal fees and expenses) which we may incur, either before or after the commencement of any legal action, to recover payments due.

12.10 We may in our sole and reasonable discretion refuse or delay giving effect to your request for a withdrawal of money from your Account (in whole or in part), including as a result of any request to close that Account, if any of the following apply (or, where applicable, we reasonably consider that they apply):

- a) On any calendar day, you have already made an exceptionally high number of requests (as determined by Infinox Global Limited) to withdraw money from that Account;
- b) The money is required:
 - To cover any Commission, Realized Losses or net unrealized loss in respect of your Trades on your Account;
 - To ensure that your cash balance is greater than zero on your Account;
- c) The money may be required to meet a payment obligation on that Account that is due or reasonably likely to fall due within the next five (5) Business Days;
- d) We need the money to make a deduction or exercise our right of set-off or to cover any other fees or costs payable in respect of that Account in accordance with the Agreement or Applicable Regulations (including, but not limited to, any fees for market data or for tax purposes);
- e) We are required to do so under Applicable Regulations, or we reasonably suspect that there has been a breach of Applicable Regulations.
- f) There is an unresolved dispute or a potential dispute between us and you in connection with the Agreement, including where you have breached the Agreement or we know or reasonably suspect that you may breach the Agreement; or
- g) We know or reasonably suspect that the instruction has been provided by an Authorized Person acting pursuant to a limited power of attorney, and we will (except in some cases where (e) above applies) notify you as soon as reasonably practicable if we decide to refuse or delay giving effect to your request for a withdrawal and such action shall be as a result of any exceptional circumstance. We may request additional documentation to verify the legitimacy or destination of any withdrawal.

12.11 If your Account has a negative cash value following Account close-out or termination of this Agreement, that negative cash value represents a debt owed to us due and payable immediately unless otherwise determined by us.

12.12 There may be delays in processing payments or withdrawals due to system processing times, external banking delays, or AML/CTF review procedures.

12.13 Withdrawals will only be processed to the same source of funds used for deposits unless we approve an alternative payment method after completing enhanced due-diligence checks.

12.14 To make a withdrawal, you must submit a written request by email. Funds will be returned to the original source whenever possible. Charges may apply.

13. ORDERS AND CONFIRMATIONS

Communication of Orders

13.1 Infinox Global Limited operates a Straight Through Processing (STP) order execution system. Orders for execution of Transactions between you and us are to be given to us electronically through the Trading Systems. We may reject or disable electronic order placement where necessary for risk-management, AML/CTF, fraud-prevention or operational reasons.

13.2 In the case of an emergency, you can close out an Order by emailing directly to a broker of Infinox Global Limited only during normal office hours. No message may be left, and no Orders may be closed using answer phone or voicemail facilities or by facsimile. We may require identity verification or additional authentication before acting on such communications.

13.3 Acceptance of your Order will be evidenced by our confirmation. Absence or delay of confirmation does not affect the validity of the Order nor our right to decline or cancel it if Margin is insufficient or if execution would breach Applicable Regulations.

Market Liquidity Provider and Market Action

13.4 If a Market or Liquidity Provider (or an intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) takes any action which we determine affects or may affect a Transaction, then we may take any action which we, in our sole discretion consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action taken by us will be binding on you. This includes, without limitation, adjusting prices, cancelling or re-booking Transactions, suspending trading, or applying other measures required by Market conditions or Applicable Regulations.

13.5 We reserve the right, in our sole discretion, to change your underlying Liquidity provider to another provider in order to protect against abuse of our systems. Such a change may result in variable spreads being applied to Markets you trade. If the Liquidity Provider is changed, we shall have no requirement to notify you or give you prior warning of the change, conversely, we shall not be obligated to change any Liquidity Provider and we may take any action necessary for risk-management, compliance, or to maintain orderly Markets.

Price

13.6 Infinox Global Limited makes no warranty, express or implied, that the bid and offer prices quoted on the Trading Systems represent the prevailing Market prices. Our quoted prices may reflect, at our discretion, Market volatility or additional costs and charges which may result in an increase in the Spread as well as per Transaction or per-lot Commission. You acknowledge that price quotes may differ from exchange quotes, interbank quotes, or prices displayed on third-party platforms.

13.7 Prices quoted for Forex and CFDs on our Platforms, are derived by reference to the price of the underlying Market, which are quoted by our Liquidity Providers whom all orders will be transmitted for execution. To this price may be added Infinox Global Limited's spread and fees so the price may differ from the exchange or Market makers quotes. We will nevertheless take reasonable steps to obtain the best possible result for you in accordance with our Order Execution Policy.

Limitations

13.8 Infinox Global Limited may, at its discretion, refuse to accept any Order from you but will notify you of any such refusal, without giving any reasons, promptly following receipt of your instructions. We may also refuse Orders where execution would breach Margin requirements, risk limits, system-abuse controls or Applicable Regulations.

13.9 Infinox Global Limited may cancel any instructions previously given by you provided that Infinox Global Limited have not acted on your instructions. We may also cancel an Order if required for regulatory, operational or liquidity-provider reasons.

13.10 Without prejudice to the generality of the foregoing, Infinox Global Limited reserves the right to limit the number of Open Positions that Clients may enter or maintain in their Account. Infinox Global Limited reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position. These limits may be applied to protect you, us, our Liquidity Providers, or the integrity of our trading systems.

Non-Regulated Market

13.11 You acknowledge and agree that by executing the Client Account Application that you have given us your prior express consent to execute all Orders on an over the counter (“OTC”) basis outside a regulated Market. You understand that OTC trading carries additional risks, including counterparty risk.

Confirmation of Orders and Account Statements

13.12 We may send you confirmations and account statements electronically or provide you with online access to confirmations and account statements stored on your Infinox Global Limited Website Account. Each confirmation will, in the absence of a Manifest Error, be conclusive and binding on you, unless we receive any objection from you in writing within two Business Days. We may correct any confirmation where an error is discovered, including pricing, volume, or execution time.

Intermediate Brokers and Other Agents

13.13 We may, at our sole and absolute discretion, arrange for any Transaction to be affected with or through the agency of an intermediate broker, who may be an Affiliate of ours, and may not be in Anguilla. Neither we nor our respective directors, officers, employees or agents will be liable to you for any act or omission of an intermediate broker or agent except in cases of fraud, gross misconduct or wilful default. If you select an intermediate broker, you assume all associated risks and responsibilities by you.

Order Execution Policy

13.14 We provide you with price quotes and you may place Orders on the basis of those price quotes. Infinox Global Limited will take all reasonable steps to obtain the best possible result (or “best execution”) on behalf of our clients when we transmit orders to our Liquidity Providers for execution. When selecting the venue on which to transmit Trades, Infinox Global Limited will take reasonable measures to ensure that the selected venue obtains the best possible trading result for you.

You acknowledge and agree that:

- Best execution is assessed on the basis of total consideration, including price, costs, speed, likelihood of execution and settlement, and other relevant factors;
- Execution quality may depend on Market conditions, liquidity, and the performance of external Liquidity Providers;
- We may transmit Orders to different Liquidity Providers without prior notice for risk-management or operational reasons.
- Our Order Execution Policy forms part of this Agreement, and by placing Orders you confirm that you have read, understood and accepted that policy, including any updates published on our website.

13.15 We operate an Order Execution Policy which forms part of the Agreement. Therefore, by entering into an Agreement with Infinox Global Limited, you are also agreeing to the terms of our Order Execution Policy.

14. CLIENT MONEY, SAFEGUARDING AND ADMINISTRATION OF ASSETS

14.1 In accordance with Applicable Regulations, we will treat the money you transfer to us, money paid to us on your behalf or credited by us to your account, as client money.

14.2 Among other things the Applicable Regulations require Infinox Global Limited to hold and segregate client money from its own money using an approved bank. Client money is held in segregated accounts to hold the aggregate of all client money as safeguard to prevent the comingling of Infinox Global Limited and its clients’ assets, minimize the risk of the Client’s investments being used by Infinox Global Limited without the Client’s agreement or contrary to the Client’s wishes or being treated as Infinox

Global Limited's assets in the event of its insolvency. You acknowledge that segregation does not provide absolute protection and that risks remain where client money is held with third-party institutions.

14.3 Infinox Global Limited may debit or credit the Client's Account with all sums payable by or to the Client.

14.4 Interest will not be payable on credit balances in the Client's Account. You expressly waive any statutory or contractual right to interest unless we agree otherwise in writing.

14.5 All Clients will have online access to their own Account at all times, detailing their Account balance and the Transactions performed.

14.6 Unless the Client has notified the Company in writing to the contrary, Infinox Global Limited may hold Client Money on the Client's behalf in a segregated account located at an approved institution or pass money held on the Client's behalf to an intermediate broker, settlement agent or OTC counterparty located at another approved institution. You acknowledge that where client money is passed to such third parties, it may be subject to the legal and regulatory system of the jurisdiction in which the third party operates.

14.7 We will take reasonable care in the selection of any bank or third-party holding client money under clauses 14.1 and 14.2. We shall not be liable for the solvency, acts or omissions of any bank or other third-party holding client money under clauses 14.1 and 14.2 except as a result of our gross negligence, fraud or wilful default. You accept that the failure of such third parties may result in the loss of client money, for which we shall not be liable unless such failure is caused directly by our gross negligence, fraud or wilful default.

14.8 The Client agrees that, in the event that there has been no movement on the Client's Account balance for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items) and the Company is unable to trace the Client despite having taken reasonable steps to do so, the company may release any Client's money balances from the segregated account. If a valid claim is subsequently made for such funds, Infinox Global Limited will make good any valid claim, provided that the Client provides satisfactory evidence of entitlement.

14.9 You acknowledge and agree that you waive any entitlement to receive interest on any money that we hold for you.

14.10 At the close of business on each Business Day we carry out reconciliations between money required to be held in the client money bank account(s) and client money that is held in the client money bank account(s) in accordance with Applicable Regulations.

Any required transfer to or from the client money bank account in respect of your Account will take place on the following Business Day. We may conduct more frequent reconciliations where reasonably necessary for risk-management or regulatory compliance.

15. REPRESENTATIONS, WARRANTIES AND COVENANTS

Representations and Warranties

15.1 You represent and warrant to us on and as of the date this Client Agreement comes into effect and on and as of each date on which any Transaction is outstanding, as follows:

- a) If you are an individual, that you are of sound mind, legal age and legal competence;
- b) Regardless of any subsequent determination to the contrary, you are suitable to trade complex products (which are high risk products) such as CFDs, Spread Betting and Rolling Spot Forex Contracts by having the requisite level of knowledge

and experience to understand the risks involved with trading such products, as also explained in the General Risk Warning Notice and the product specifications in Schedules 2 and 3.

Additionally, we may at our sole discretion require you to have either:

- Certain number of completed Transactions (as determined by Infinox Global Limited) of the type to be executed with Infinox Global Limited under this Agreement for a reasonable period of time (as determined by Infinox Global Limited); or
- You agree to trade on Demo Trading Platforms available to you on the Infinox Global Limited Website.
Infinox Global Limited may, in its sole discretion, decline to permit any real Trades to be affected in your Account until you have, in Infinox Global Limited's sole judgment, satisfactorily traded on the Demo Trading Platform.
- c) You are willing and financially able to sustain a total loss or more than your invested funds as a result of engaging in trading complex products such as Rolling Spot Forex Contracts and CFDs.
- d) You have all necessary authority, powers, consents, licenses and authorizations and have taken all necessary action to enable you to lawfully enter into this Agreement and future Transactions and to grant the security interests and powers referred to in this Client Agreement.
- e) Where applicable, the person or the persons entering into this Client Agreement and each Transaction made by you or on your behalf by an Authorized Person (except under a limited power of attorney) on our Trading Platforms have been duly authorized to do so;
- f) This Client Agreement, each Transaction and the Terms and obligations created under or in connection with them, including but not limited to any Transactions subsequent to the use of your Access Codes, are binding upon you and enforceable against you in accordance with their terms and do not and will not violate the terms of any Applicable Regulations, order, charge, administrative decision, judgment, arbitral award or agreement by which you are bound or which you or any of your assets are bound;
- g) Unless you have informed us otherwise in writing, you will at all times act as principal and sole beneficial owner (and not as trustee or agent) when entering into this Client Agreement and performing each Transaction;
- h) All details supplied on your Client Account Application as well as any other information which you provide or have provided, and you shall keep current to us in respect of your financial position or other matters is accurate, complete and not misleading and you undertake to keep such information up to date at all times.
- i) Except as otherwise agreed by us, you are the sole beneficial owner of all Margin you transfer under this Client Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held; and
- j) You are solely responsible for ascertaining whether any Transaction entered into under this Client Agreement is lawful under Applicable Regulations of the jurisdiction of your residence or nationality (as applicable) and,
- k) You acknowledge that we rely on your warranties when providing services and that any breach of these warranties may constitute an Event of Default.

Covenants

15.2 You covenant and agree with us, as follows:

- a) You will at all times obtain and comply and do all that is necessary to maintain in full force and effect, all necessary authority, powers, consents, licenses and authorizations to enable you to lawfully perform your obligations under this Client Agreement and each Transaction.
- b) You will promptly notify us of the occurrence of any Event of Default or potential Event of Default with respect to you or, where applicable, any credit support provider.
- c) You will promptly notify us if:
 - you become aware of any detail supplied on your Client Account Application or any
 - other information provided to us in respect of your financial position or other matters being inaccurate, incomplete or misleading when supplied or provided or
 - Any such detail or information subsequently becomes inaccurate, incomplete or misleading.
- d) You will at all times use all reasonable steps to comply with all Applicable Regulations in relation to this Client Agreement and any Transaction.
- e) You will cooperate fully with any reasonable request made by us for information, documentation, verification or clarification relating to your identity, financial position, source of funds, or any Transaction, including for AML/CFT or regulatory compliance purposes; and
- f) You will not engage in any conduct that may reasonably be expected to damage our reputation or compromise the integrity or orderly operation of our trading systems.

16. TERMINATION

16.1 You may terminate the Agreement at any time by giving at least 3 Business Days' prior written notice to us.

16.2 We may terminate the Agreement at any time by giving at least 10 Business Days' prior written notice to you, acting reasonably except that we may terminate the Agreement immediately if you fail to observe or perform any provision of the Agreement, upon the occurrence of any Event of Default, or at any time at which you have no open Transactions in your Account.

16.3 We may also terminate immediately where reasonably necessary to comply with Applicable Regulations, a request of any competent authority, or our internal AML, fraud-prevention, market-integrity or risk-management procedures.

16.4 Termination will be without prejudice to accrued rights and remedies and the existence and enforceability of any open Transaction, which will remain open until closed in accordance with the Agreement. We may, acting reasonably and without prior notice, close out any of your open Transactions where necessary to protect our or your interests or to comply with Applicable Regulations.

16.5 Upon termination of the Agreement, any and all amounts payable by you to us will become immediately due and payable, including:

- a) All outstanding Commissions, fees and other charges.
- b) Any losses incurred by us as a result of or in connection with such termination; and
- c) Any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.
- d) Any negative balance or debt owed on your Account.

16.6 Any and all provisions that by their terms or nature are intended to apply after termination of this Client Agreement will survive such termination, and each Transaction that is open at the time of termination will continue to be governed by this Client Agreement and any additional understandings or agreements between us in relation to such Transaction, in each case until any and all obligations in respect of such Transactions have been fully performed. Your obligations relating to indemnities, confidentiality, payment of outstanding amounts, negative balances and cooperation with regulatory requests shall continue to apply after termination.

17. MANIFEST ERRORS

17.1 A "Manifest Error" means a manifest or obvious misquote by us, or any Market, Liquidity Provider or official price source on which we have relied in connection with any Transaction, having regard to the current Market conditions at the time an Order is placed as determined by us. A Manifest Error includes, without limitation, pricing that is outside the prevailing Market range, price latency, technical failure, data-feed disruption, or any clearly erroneous price resulting from system malfunction.

17.2 When determining whether a situation amounts to a Manifest Error, we may take into account any information in our possession, including information concerning all relevant Market conditions and any error in, or lack of clarity of, any information source or announcement. We may also consider information received from Liquidity Providers, execution venues and external data-feed sources.

17.3 We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you have suffered or may suffer any loss) will not be taken into account by us in determining whether there has been a Manifest Error. You acknowledge that it is impossible to guarantee uninterrupted and error-free pricing streams, and that Manifest Errors may occur despite reasonable safeguards.

17.4 In respect of any Manifest Error, we may (but will not be obliged to):

- a) Amend the details of each affected Transaction to reflect what we in our sole and absolute discretion consider to be the correct or fair terms of such Transaction absent such Manifest Error; or
- b) Declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.
- c) Adjust Account balances, reverse profits or losses, cancel pending Orders, or re-price Transactions at a fair Market level determined by us acting reasonably.

17.5 We will not be liable to you for any loss (including any incidental, indirect or consequential loss) you or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by us) or our decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from our own wilful default or fraud, as determined by a competent court in a final, non-appealable judgment.

For the avoidance of doubt, we shall not be liable for any delay in identifying a Manifest Error or for any loss suffered due to reliance on an erroneous price prior to correction.

18. EXCLUSIONS, LIMITATIONS AND INDEMNITY

General Exclusion

18.1 Notwithstanding anything in the Agreement to the contrary but subject to Applicable Regulations, neither we nor any of our Affiliates nor any of our or their directors, officers, employees or agents (collectively, "Protected Persons"), will be liable for any Loss (including any incidental, indirect or consequential Loss), whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or any other person under or in connection with this Client Agreement, any Transaction or any of our dealings with you (including any Order in respect of a Transaction not accepted by us), and irrespective of whether or not you or any other person have been informed of the possibility of such Loss, in each case except to the extent that such Loss arises directly from our own wilful default or fraud, as determined by a competent court in a final, non-appealable judgment. For the avoidance of doubt, we will not be liable for any loss arising from volatile market conditions, technical interruptions, or actions of Liquidity Providers or third-party data sources on which we reasonably rely. Without limiting the generality of the foregoing, under no circumstances will any liability we may have to you extend to any loss of profits, loss of goodwill, loss of business opportunity or reputational damage. The foregoing will not, however, limit our liability for death or personal injury resulting from our negligence.

18.2 If at any time you are unable, for whatever reason, to communicate with us, we do not receive any communication sent by you, or you do not receive any communication sent by us under this Agreement, we will not:

- a) Be responsible for any loss, damage or cost caused to you by any act, error delay or omission resulting therefrom where such loss, damage or cost is a result of your inability to open a Transaction; and
- b) Except where your inability to communicate with us results from our fraud, wilful default or gross negligence, be responsible for any loss or damage or cost caused to you by any act, error, omission or delay resulting therefrom including without limitation, where such loss, damage or cost is a result of your inability to close a Transaction.

You acknowledge that delays or failures in communication infrastructure (including internet, telecoms, or data-feed issues) are outside our reasonable control.

18.3 Access to the Trading Platforms is provided "as is" and Infinox Global Limited makes no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to the Trading Platforms, their content, any documentation or any hardware or software provided by Infinox Global Limited. We do not guarantee continuous, uninterrupted, or error-free access to the Trading Platforms.

18.4 Technical difficulties may be encountered in connection with the Trading Systems. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties may lead to possible economic and/or data loss. In no event will Infinox Global Limited or its Affiliates or any of their officers and employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable, special or indirect damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the Trading Platforms or otherwise.

Infinox Global Limited further reserves the right, in its sole discretion to unwind an executed Transaction or adjust the price of executed Transactions (including Transactions that have been confirmed or settled) to a fair Market price if the Transaction was mispriced because of technical difficulties with the Trading Systems.

We may, acting reasonably, adjust, cancel, or void Transactions impacted by such technical failures, and you agree that any such action taken in good faith will be binding on you.

18.5 Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platforms do not accurately reflect the Market rates. The concept of “arbitrage” and “scalping”, or taking advantage of these internet delays, cannot exist in an OTC Market where the client is buying or selling directly from the Market.

Infinox Global Limited does not permit the practice of “arbitrage” on the Trading Platforms and considers this improper use or abuse of our Trading Platforms. Transactions that rely on price latency arbitrage opportunities may be revoked. Infinox Global Limited reserves the right to make the necessary corrections or adjustments to the Account involved. Infinox Global Limited may take any action we deem reasonable to recoup losses incurred as a result of the use of electronic algorithmic trading systems or any other means utilized to exploit technical deficiencies or palpable errors. Accounts that rely on arbitrage strategies may at Infinox Global Limited’s sole discretion be subject to Infinox Global Limited’s intervention and Infinox Global Limited’s approval of any Orders. Any dispute arising from such quoting or execution errors will be resolved by Infinox Global Limited in their sole and absolute discretion.

In addition, we may freeze, suspend or investigate your Account where we reasonably suspect any abusive trading behavior or price-latency exploitation.

18.6 Infinox Global Limited shall have no obligation to contact you to provide advice upon appropriate action in light of changes in Market conditions or otherwise.

You acknowledge that monitoring open positions and market developments is solely your responsibility.

18.7 You agree to indemnify and hold Infinox Global Limited, its Affiliates and any of their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees incurred as a result of your breach of this Agreement or in connection with the provision of the services under this Client Agreement to you provided that any such liabilities, losses, damages, costs and expenses have not arisen as a result of our negligence, fraud or wilful default.

For clarity, this indemnity includes reasonable legal fees, collection costs, and any losses arising from your breach, misrepresentation, or failure to maintain required Margin.

18.8 Any opinions, news, research, analyses, prices, or other information contained on this Website are provided as general Market commentary, and do not constitute investment advice. Infinox Global Limited is not liable for any loss or damage, including without limitation, any loss of profit, which may arise directly or indirectly from use of or reliance on such information. Infinox Global Limited has taken reasonable measures to ensure the accuracy of the information on the Website. The content on this Website is subject to change at any time without notice.

You acknowledge that such commentary may change without notice and may not be based on verified information.

18.9 You agree not to attempt to abuse our Trading Platforms by taking advantage of extremely low liquidity conditions. You accept that we can at our sole discretion deem such trading as abuse or manipulation of our Trading Platform and that we at our sole discretion can return your investments without profit or cancel your right to trade on our Trading Platform.

We may also disable trading functionality or close positions where we reasonably determine that your actions threaten platform integrity or fair market functioning.

Trading Losses

18.10 For the avoidance of doubt, in no circumstances will we or any other Protected Person be liable or responsible to you for any losses you may incur or suffer as a result of entering into such Transactions.

You acknowledge that all trading losses, including losses exceeding deposited funds, are solely your responsibility.

Tax Implications

18.11 Without prejudice to any other disclaimer or limitation of liability contained in this Client Agreement, neither we nor any other Protected Person will have any liability or responsibility for any adverse tax implications of any Transaction. You are solely responsible for seeking independent tax advice.

Changes in the Market

18.12 Without prejudice to any other disclaimer or limitation of liability contained in this Client Agreement, neither we nor any other Protected Person will have any liability or responsibility by reason of any delay in accepting any Order placed by you or executing any Transaction or any change in Market conditions. You accept that rapid market movements may prevent execution at expected prices.

Force Majeure

18.13 If Infinox Global Limited shall, in its reasonable opinion, determine that a "Force Majeure Event" occurred; under such circumstances Infinox Global Limited shall take all reasonable steps in order to inform the Client.

We may also take any reasonable action necessary to preserve our or your interests, including restricting trading, amending prices or spreads, or disabling functions temporarily

18.14 A Force Majeure Event is an event, occurrence or circumstance which will include, but is not limited to, the following:

- a) An Exceptional Market Event;
- b) Any natural, technological, political, governmental, social, economic event or circumstance that occurred after a Transaction in a Financial Instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction.
- c) Any act of God, strike, riot or civil commotion, act or terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly Market in one or more of the Financial Instruments in respect of which we ordinarily deal in Transactions;
- d) The suspension or closure of any Market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote,
- e) Or the imposition of limits or special or unusual terms on the trading in any such Market or on any such event;
- f) the occurrence of an excessive movement in the level of any Transaction and/or the Market of a Reference Asset or our anticipation (acting reasonably) of the occurrence of such a movement;
- g) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;
- h) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub- custodian, dealer exchange, clearing house or regulatory or self- regulatory organization, for any reason, to perform its obligations.

18.15 If we determine that a Force Majeure exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps:

- a) increase your Margin requirements; and/or

- b) close-out all or any of your Open Positions at such price as we reasonably believe to be appropriate; and/or
- c) suspend or modify the application of all or any of the Sections of this Agreement to the extent that the Force Majeure event makes it impossible or impracticable for us to comply with the Section or Sections in question; and/or
- d) alter the Last Dealing Time for a particular position and/ or
- e) Increase spreads; and/or
- f) Decrease spreads; and/or
- g) Request amendments to any closed positions.

We may also take any other reasonable action necessary to preserve our or your interests, including restricting trading, amending prices or spreads, or temporarily disabling certain trading functions, where we reasonably consider such action necessary due to the Force Majeure Event.

18.16 Unless required by Applicable Regulations, Infinox Global Limited is entitled to refuse the provision of any investment or ancillary service to the client, at any time, without being obliged to inform the client of the reasons to do so in order to protect the legitimate interests of Infinox Global Limited. We will resume normal service as soon as reasonably practicable once the Force Majeure Event has ceased.

Indemnity

18.17 Without prejudice to our rights under this clause, you will pay to us such sums as we may from time to time require in any of your Accounts with us and, on a full indemnity basis, any Losses, taxes, duties, imposts and levies which we or any other Protected Person may incur or suffer in connection with or related to any of your Accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you of any of your obligations under this Client Agreement (including in connection with any Transaction) or the enforcement of any of our rights or remedies under or in connection with this Client Agreement or any Transaction.

Accounts Managed by an Authorized Person

18.18 To the extent that a third-party Authorized Person you have authorized to place any Order or enters into any Transaction on your behalf, you and the Authorized Person will indemnify, protect and hold us and all other Protected Persons harmless from and against any and all Losses resulting from or arising out of any claims made by you against Infinox Global Limited or any other Protected Person.

You remain fully liable for all actions of any Authorized Person using your Account, including unauthorized or wrongful use unless caused by our wilful default.

19. MISCELLANEOUS

Notices Generally

19.1 Unless otherwise agreed or provided in this Client Agreement, all notices, instructions and other communications sent or given by us to you under or in connection with this Client Agreement or any Transaction will be in writing and may be sent to you via e-mail address.

19.2 All notices, instructions, complaints, disputes and other communications sent or given by you to Infinox Global Limited under or in connection with this Client Agreement or any Transaction must be sent or given in writing via email. Such notices,

instructions, complaints, disputes and other communications may be sent by email to support@infinox.com and will, where necessary, be directed internally to the Compliance Department.

Receipt of Notices

19.3 Any notice, instruction or other communication sent or given by us will be deemed to have been duly sent or given upon the earlier of:

- actual receipt by you or
- the time specified below, as applicable:
 - a) if sent or given by e-mail, one hour after sending, provided no “not sent” or “not received” message is received from the relevant e-mail provider.

For the avoidance of doubt, electronic notices will be treated as delivered even if you do not open the message, provided that the message was successfully sent from our systems.

Intellectual Property and Confidentiality

19.4 You hereby agree to the following:

- a) All copyright, trademark, trade secret and other intellectual property rights in the Trading Platforms shall remain at all times the sole and exclusive property of Infinox Global Limited and/or its third- party service providers and you shall have no right or interest in the Trading Platforms except for the right to access and use the Trading Platforms as specified herein.
- b) You will protect the confidentiality of Infinox Global Limited and/ or its third- party service providers by allowing access to the Trading Platforms only by its employees and agents on a need to access basis.
- c) You will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platforms.
- d) You will not copy, modify, de-compile, reverse engineer, or make derivative works of the Trading Platforms or in the manner in which it operates.

You acknowledge that access to the Trading Platforms is provided strictly on a licensed basis and may be withdrawn by us where reasonably necessary to protect system integrity or comply with Applicable Regulations.

Joint Accounts and/or Trust Accounts

19.5 If more than one natural person executes this Agreement, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such Client agrees to indemnify, defend, save and hold free and harmless Infinox Global Limited for any liabilities, claims, losses, damages costs and expenses, including attorney’s fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorney’s fees.

19.6 If your Account is set up as a joint account, Infinox Global Limited is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. The parties to such joint account shall each be jointly (together) and severally (individually) liable.

19.7 Infinox Global Limited reserves the right, in accordance with anti-money laundering provisions and other Applicable Regulations, to carry out checks on the identity of all individuals who are part of a joint bank account, where the bank account is to be used for funding your Account and for the purpose of withdrawals from your Account.

Electronic Communications

19.8 Subject to Applicable Regulations, any communications between you and us using electronic signatures will be binding to the same extent as if they were in writing. By signing the Client Account Application, you give your consent to the receipt of communications by electronic means, notwithstanding that certain communications might otherwise be required to be made using a durable medium under Applicable Regulations.

19.9 Without limiting the generality of the foregoing, Orders placed on, or other instructions given by electronic means will constitute evidence of such Orders or instructions. If you no longer wish to communicate in this way, you must revoke your consent in writing in accordance with clause 11. If you do not wish to communicate via electronic means at all, you must inform us of your wishes prior to you signing the Client Account Application.

Change of Address

19.10 You agree to immediately notify us in writing of any change of your address or other contact details, such notification to be given in accordance with clause 19.

Third Party Rights

19.11 A person who is not a party to this Agreement has no rights to enforce any Terms of this Agreement.

Assignments

19.12 This Agreement is for the benefit of and binding upon you and us and our respective successors and permitted assigns, and thereby you agree to the following:

- a) You may not and will not assign, charge or otherwise transfer or encumber, or purport to assign, charge
- b) or otherwise transfer or encumber, this Agreement, any rights or obligations hereunder or any interest herein (including any indirect, beneficial, synthetic or economic interest), in each case without Infinox
- c) Global Limited's prior written consent (which may be withheld or delayed in the sole and absolute discretion of Infinox Global Limited), and any attempted or purported assignment, charge, transfer or encumbrance in violation of this obligation will be void.
- d) No assignment, charge, transfer or encumbrance by you will relieve you of any of your obligations or liabilities hereunder.
- e) We may assign or otherwise transfer this Agreement or any rights or obligations hereunder to any of our Affiliates or to any third party which acquires the business of Infinox Global Limited, without your consent.

Rights and Remedies

19.13 The rights and remedies provided or referenced in this Agreement are cumulative and not exclusive of any other rights or remedies we may have, whether as a matter of contract, under common law, or otherwise.

19.14 We will be under no obligation to exercise any right or remedy at all or in a manner or at a time or in a manner that takes into account your interests or is otherwise beneficial to you.

19.15 No failure or delay by us in exercising any of our rights or remedies under or in connection with this Agreement or any Transaction will operate as a waiver of those or any other rights or remedies.

19.16 No single or partial exercise of a right or remedy will prevent further exercise of that right or remedy or the exercise of another right or remedy.

Partial Invalidity

19.17 If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

Entire Client Agreement

19.18 This Client Agreement together with the schedules attached constitutes the entire agreement between the parties with respect to the subject matter of this Client Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, agreements and representations with respect to such subject matter.

Our Records

19.19 Our records will be evidence of your dealings with us in connection with our services and your Account, which will be held for a period of time as indicated by Applicable Regulations.

19.20 You will not object to the admission of our records as evidence in any Proceeding because such records are not originals, are not in writing or are documents produced by a computer.

19.21 You will not rely on us to comply with any of your record keeping obligations, notwithstanding the fact that records may be made available to you on request in our sole and absolute discretion. We may, in our discretion, provide you with copies of records upon request, but nothing in this clause obliges us to do so beyond Applicable Regulations.

Your Records

19.22 You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of Orders submitted and the time at which such Orders are submitted.

19.23 You agree to keep all information that you hold relating to your Account, including any e-mails and letters and any promotions that we send to you, confidential at all times.

Co-Operation for Proceedings

19.24 You agree to co-operate with us to the full extent possible in the defence or prosecution of any Proceeding.

20. DATA PROTECTION AND DISCLOSURE OF INFORMATION

20.1 Infinox Global Limited agrees to treat information provided in connection with an application on this Website as confidential. We will provide you with investment and ancillary services on the basis of information provided by you and you represent and warrant that all information given is true and accurate.

20.2 By opening an Account with us and by placing Orders and entering into Transactions, you acknowledge that you will be providing personal information (possibly including sensitive data) within the meaning of the Data Protection Act to us, and you consent to the processing of that information by us including conducting identity verification, AML/CFT checks, creditworthiness assessments and ongoing monitoring as required under Applicable Regulations, including the disclosure of the information to Affiliates.

20.3 Data may be transferred to and stored and processed in countries which do not offer adequate protection for the purposes of the Data Protection Act for any purpose related to the operation of your Account. Such purposes include the processing of instructions and generation of confirmations, the operation of control systems, the operation of management information

systems and allowing staff of any of our Affiliates who share responsibility for managing your relationship from other offices to view information about you. You acknowledge and agree that such transfers may be necessary for the performance of this Agreement and for compliance with Applicable Regulations.

20.4 We have security procedures covering the storage and disclosure of your personal information to prevent unauthorized access and to comply with our legal obligations. While we take reasonable steps to protect your information, you acknowledge that transmission of data via the internet carries inherent risks which are outside our control.

20.5 You are entitled to ask us for details of the personal information that we hold about you, the purposes for which it is being or are to be processed, and the recipients or classes of recipients to whom such information is or may be disclosed. If you would like to obtain any such information, please contact us. We may charge a fee (details of which are available upon request) for providing this information to you. If you make a written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate. Any request for deletion or restriction of processing will not affect our right to retain information where required under Applicable Regulations, including record-retention obligations.

20.6 Your personal information may be maintained on computer records and will not be disclosed to other parties except where we shall be entitled to disclose information concerning you or your Account (including without limitation information concerning late payment) and where we are expressly permitted to on a 'need to know' basis:

- a) Disclose information as required by Applicable Regulations, by the AFSC or other regulatory authority; and/or
- b) Disclose information to the institution holding client assets, their successors in business, and other institutions with which agreements are entered in order to provide you, our services; and/or
- c) Disclose to any other person we accept as seeking a reference or credit reference in good faith.
- d) Disclose information to service providers, professional advisers or agents engaged by us for the purposes of administering your Account or supporting our business operations, subject to appropriate confidentiality obligations.

21. USEFUL CONTACTS

Client Support Department

Email: support@infinox.com

Address: Victoria House, The Valley, A12640, Anguilla, British West Indies

22. SCHEDULE 1: DEFINITIONS

In this agreement the following words and phrases have the following meanings:

Access Codes

Means the username and password, or any other credentials provided by us to you for accessing your Account and trading through our electronic systems, the security of which is your sole responsibility and the use of which including any unauthorized use, and any damage caused by any act or omission is your sole responsibility.

Account

Means any account of yours opened with us for the purposes of executing Transactions with us in foreign exchange, Commodities, CFDs or other Financial Instruments.

Account Base Currency

Has the meaning set out in clause 12.5.

Affiliate

Affiliate of any person means any other person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such person. For purposes of this definition, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

Applicable Regulations

Means the legislations and Rules set out in, and made under, the Act or any other Rules of a relevant regulatory authority or any other Rules of a relevant Market and all other applicable laws, rules and regulations as in force from time to time including AML/CFT requirements and any binding directives or guidance issued by competent authorities.

Asset Class

An asset class is a group of securities that exhibits similar characteristics, behaves similarly in the marketplace and is subject to the same laws and regulations. The traditional main asset classes are equities, or stocks; fixed income, or bonds; however, Derivatives such as Commodities, indices and currencies are also considered as Asset Classes.

Authorized Person

Any one or more person(s) appointed by you who has the required authority, in accordance with clause 12.9. (d), to act and /or give instructions on your behalf in respect of the Agreement and the relevant Account(s).

Business Day

Means a day (other than a Saturday or Sunday) on which banks generally are open for business in Anguilla. If relevant, this includes days on which the Markets for the relevant underlying assets are open.

Contracts for Difference or CFD

Means a Transaction the purpose of which is to secure a profit or avoid a loss by reference to fluctuations in the value or price of a Financial Instrument.

Closing Date

Means the date on which the close-out of an open Transaction is effective.

Commission

Means the commission, fees, charges or other remuneration in connection with a Transaction as disclosed and as notified to you from time to time.

Commodity

Means a commodity offered for trading by Infinox Global Limited.

Contract Quantity

Means the number or volume of Reference Asset units to which a Transaction (or Trade) relates.

Client Account Application

Means the application and other forms supplied by Infinox Global Limited to open your Account.

Derivative

A derivative is a security with a price that is dependent upon or derived from one or more Underlying Assets. The derivative itself is a contract between two or more parties based upon the asset or assets. Its value is determined by fluctuations in the Underlying Asset. Underlying assets include stocks, bonds, Commodities, currencies and market indexes. In the case of Infinox Global Limited's trading platforms, all Derivatives are traded Over the Counter (OTC) i.e. off an exchange.

Event of Default

Event of Default means (a) the initiation of proceedings or the appointment of an Insolvency Officer for your bankruptcy (if you are an individual) or for your winding-up or removal from the register of companies or for the appointment of an Insolvency Officer (if you are a company), or (in both cases) if you make an arrangement with your creditors or any other similar or analogous procedure is commenced in respect of you; (b) you are an individual and you die or become of unsound mind; (c) you act in breach of any obligations under this Agreement; (d) any representation or warranty made by you under this Agreement and/or any information provided to us in connection with this Agreement is or becomes untrue or misleading; (e) any amount due to us is not paid in accordance with this Agreement; and (f) you are not contactable for any period reasonably determined by us.

Exceptional Market Event

The suspension, closure, liquidation, imposition of limits, special, or unusual terms, excessive movement, volatility or loss of liquidity in any relevant Market or Reference Asset, or where Infinox Global Limited reasonably anticipates any of the above circumstances are about to occur.

Financial Instrument

It is an investment of the type which includes but is not limited to options, futures, rolling spot forex and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments or financial indices.

Insolvency Law

Means, with respect to any person, any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application in the event of insolvency) applicable to such person.

Insolvency Officer

Means any trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar official appointed pursuant to an Insolvency Law.

Last Dealing Time

Means the last day and (as the context requires) time before which a Transaction may be dealt in, as notified to you, or otherwise the last day and (as the context requires) time on which a Reference Asset may be dealt in on the relevant Market.

Liquidity Provider

Means, a bank or other financial institution that provides executable bid and offer prices in respect of the relevant Reference Assets on a continuous or regular basis.

Loss

Means any loss, cost, claim, damages (whether compensatory, exemplary or punitive) or expenses, including fees and expenses of legal counsel.

Margin

Means the required funds available in an Account for the purposes of opening and maintaining an Open Position;

Margin Call

Means a demand or request for funds or additional funds to bring your Account balance to Zero (0) or above and to prevent a potential future negative balance on a client's account due to Transactions under this Client Agreement.

Market

Means the relevant market where the Underlying Asset of a CFD is traded and includes a Multilateral Trading Facility.

Market Abuse

Has the meaning set out in clause 4.21.

Multilateral Trading Facility (MTF)

Means a multilateral system operated by an investment firm or a market operator, which brings together multiple third- party buying and selling interests in Financial Instruments – in the system and in accordance with non- discretionary rules – in a way that results in a contract.

Opening Contract Value

Means in respect of any Transaction, the Contract Quantity multiplied by the Opening Price.

Open Position or Open Trade

Means any long or short position or Trade that has not been closed or expired.

Opening Price

Means in respect of any Transaction, the price of the Reference Asset specified in an Order acceptance of which gives rise to that Transaction.

Order

Means a request to open or close a Transaction at a price quoted by Infinox Global Limited as appropriate.

Potential Return

This is an estimated return calculated by the Range Spreads Platform and there is no guarantee the potential return will be achieved. You can lose all the money you have invested. Only invest money you can afford to lose.

Price Range

The difference between the low and high prices for a security or index over a specific time period. Range defines the price spread for a defined period, such as a day or year, and indicates the security's price Volatility. The more volatile the security or index, the wider the range.

Proceedings

Means any suit, action or proceeding under or in connection with this Client Agreement or any Transaction or arising out of any act or omission required or permitted under or in connection with this Client Agreement or any Transaction, in each case whether brought or commenced by either party or a third party.

Range Spreads

Meaning a CFD which can be entered into by purchasing Underlying Assets of Asset Classes on the Range Spreads Platform.

Realized Loss

Realized loss means the negative amount (loss) resulting from a completed Trade (i.e., a Trade that has been closed or expired). Realized profit is usually already deposited into the Client's Account and can be withdrawn from their Account to their bank account.

Realized Profit

Realized profit means the profit resulting from a completed Trade. Realized profit is usually already deposited into the Client's Account and can be withdrawn from their Account to their bank account.

Reference Asset

Means property of any description or an index or other factor designated in a CFD to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD.

Reverse Stock Split

Reverse stock split is usually used by companies with low share prices that would like to increase these prices to either gain more respectability in the market or to prevent the company from being delisted or taken over by another company.

Risk Notice

Means the General Risk Disclosure Notice provided at Schedule 2 in relation to the risks associated with the Products and services provided under this Agreement.

Rolling Spot Forex Contract Means either of the following:

- a) a future, other than a future traded or expressed to be as traded on Market, where the property to be sold under the contract is foreign exchange or sterling; or
- b) a CFD where the profit is to be secured, or loss avoided by reference to fluctuations in foreign exchange and in either case where the contract is entered into for the purposes of speculation.

Rules

Means articles, guidelines, practice notes, directions, rules, regulations, procedures and customs, as in force from time to time

Sentiment

Sentiments are types of indices calculated based on the Prices of other Asset Classes namely currencies, indices and Commodities' price movements.

Slippage

Slippage means that the specific price requested by a client is not available when an order is presented for execution so the order is executed as close as practical to the client's requested price which may lead to positive Slippage or negative Slippage.

Spread

Means the difference between the lower and higher figures of a quoted two-way price for a Financial Instrument.

Spread Betting

Means a bet on the difference between the opening and closing price of a contract, the financial value of which is derived by reference to fluctuations in the price of the Underlying Asset (which may include but is not limited to currency pair, shares, futures, metals, or indices).

Stock Dividend

A stock dividend is a dividend payment made in the form of additional shares rather than a cash payout.

Stock Split

Stock split is a decision by a company's board of directors to increase the number of shares that are outstanding by issuing more shares to current shareholders.

Stop Limit Order

Means an order placed on the Platform that combines the features of a Stop Order with those of a Limit order. A Stop-limit order will be executed at a specified price, or better, after a given Stop price has been reached. Once the Stop price is reached, the Stop-limit order becomes a limit order to buy or sell at the limit price or better.

Stop Loss Order

Stop Loss Order means an instruction to deal in a particular Market if our price in that Market becomes less favourable to you. These orders are commonly used to provide some risk management but are not guaranteed.

Trading Platforms or Platforms or Trading Systems

Means Infinox Global Limited's platforms for online trading including Range Spreads and Range Leverage, or the Meta Trader online trading system or any other electronic trading system through which a client may electronically send to Infinox Global Limited information including prices, bids, offers and executions, as such system may exist from time to time, including without limitation, any hardware, software and/or communications link furnished by Infinox Global Limited from time to time.

Transaction or Trade

Means a transaction in a CFD, Spread Bet, Range Spreads, Range Leverage, or Rolling Spot Forex Contract or any other contractual arrangement entered into between you and us including any transaction liable to Margin, unless otherwise stated.

Asset Underlying Asset

An Underlying Asset is the Financial Instrument on which a Derivative's price is based.

Value Date

The day that a currency, Commodity or other product would be physically delivered (or payable) if Infinox Global Limited did not automatically roll over client positions at the end of each Business Day.

Volatility

Volatility refers to the amount of uncertainty or risk about the size of changes in a security's value. A higher volatility means that a security's value can potentially be spread out over a larger range of values.

This means that the price of the security can change dramatically over a short time period in either direction. A lower volatility means that a security's value does not fluctuate dramatically, but changes in value at a steady pace over a period of time. Forex, CFDs, Spread Bets, and currency Options are all exposed to volatility risk and are complex, high-risk investments. Losses can exceed deposits.

Website Means www.infinox.com

23. SCHEDULE 2: GENERAL RISK DISCLOSURE NOTICE

For Complex Products (Forex and CFD Products)

Scope Notice

The General Risk Disclosure Notice (“the Notice”) is provided to you on the basis that you are proposing to trade on Infinox Global Limited’s trading Platforms in CFDs and Forex, which are leveraged products, incur a high level of risk and can result in the loss of all your invested capital.

It should be noted that the Notice does not contain all the risks and aspects involved in trading Forex and CFDs; therefore, you need to ensure that your decision is made on an informed basis taking all risk into consideration.

General Risk Warning Notice

Forex and CFDs are leveraged derivative products, which are “complex” products. Complex products are Financial Instruments with structures that make the risks and likelihood of return more difficult to understand, including Platforms giving access to complex products, are also likely to be considered complex. A complex Financial Instrument requires a greater level of experience and knowledge of the underlying risks involved. This includes derivative instruments such as Forex and CFDs.

You should have sufficient knowledge and experience in trading such leveraged derivative products. You should not trade in leveraged derivatives unless you understand the risky nature of the contract you are entering into and the extent of your exposure to risk.

You should also be satisfied that the contract is suitable for you in the light of your personal circumstances and financial position. You should not invest money you cannot afford to lose.

Before deciding to participate in the Forex or CFD Market, you should carefully consider your investment objectives, level of experience and risk appetite. You should seek independent professional financial advice if you are in any doubt.

When trading in Forex and CFDs there is considerable exposure to risk in any off- exchange foreign exchange transaction, including, but not limited to, Leverage risk, credit risk, Market volatility, weekend, holiday and overnight risk, exchange risk and abnormal Market conditions that may substantially affect the price, or liquidity of a currency or currency pair.

Leverage Risk

Unlike traditional trading, trading forex and CFDs means that you are able to trade the Markets by paying only a small percentage of the total trade value when opening a position referred to as “Margin”.

Due to the leveraged nature of Forex and CFD products, any small Market movement can lead to a proportionally much larger movement in value of your position, which can work against you as well as for you and you could lose all or more than your initial Margin.

As the possibility exists that you could sustain a total loss of or more than your initial margined funds and that the Margin on all open positions must be maintained at the required level in order to keep any position opens, you may be required to deposit additional funds to maintain your open position.

If a position moves against you and reduces your balance so that you are below the required Margin level on a particular trade, you will be subject to a “Margin Call” and will have to pay additional money into your account to keep the position open. If you fail to meet any Margin requirements, your position may be liquidated, and you will be responsible for any resulting losses.

To manage exposure, you can employ risk- management strategies such as 'stop-loss' or 'limit' orders, however you must know that such strategies are not guaranteed. It is your responsibility to monitor your account and ensure that the required Margin is available on your account at all times.

Infinox Global Limited may provide leverage ratios dependent on the level of experience of clients. It should be noted that leverage restrictions may apply to certain Products, Platforms and/or jurisdictions, as indicated on the official website of Infinox Global Limited.

Clients should be aware that leverage restrictions may apply depending on the Product, Platform and/or jurisdiction.

It should be noted that Infinox Global Limited may monitor the leverage applied to client's positions, at all times; Infinox Global Limited reserves the right to decrease the leverage depending on the client's trade volume.

There may be specific maximum leverage limits and/or Margin requirements on certain Financial Instruments that are available for trading on our Platforms. For more information, please visit our Website: www.infinox.com.

Infinox Global Limited may review and adjust leverage without notice for risk-management purposes.

Margin Requirement

You need to ensure that you have sufficient Margin on your Account, at all times, in order to maintain an open position. In addition, you need to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds; it should be noted that Infinox Global Limited is not responsible for notifying clients for any such instances.

If the circumstance arises that the Margin on your account falls below 50% (fifty percent) of the account equity, you should consider either closing positions or sending in additional funds to cover your positions. If you do fail to meet the Margin requirements and your account equity reaches 20% (20 percent) of your required Margin, Infinox Global Limited has the discretion to automatically close the position with the biggest loss or if all positions are in profit, the smallest profit (referred to as "Stop-Out") at Market price until your equity is above the 20% (20 percent) minimum. This is a risk-mitigating mechanism employed by Infinox Global Limited to attempt to stop your account from falling into a negative balance. However, please note we do not guarantee that your account will not fall into a negative balance, particularly in adverse Market conditions.

This Stop-Out mechanism does not guarantee protection from a negative balance in fast-moving or illiquid Market conditions.

Credit Risk

When trading CFDs the client is effectively entering into an off-exchange or over-the- counter ("OTC") transaction, this implies that any position opened with Infinox Global Limited cannot be closed with any other entity.

OTC transactions may involve greater risk compared to transactions occurring on regulated markets, for example traditional exchanges; this is due to the fact that in OTC transactions there is no central counterparty and either party to the transaction bears a certain credit risk (or risk of default).

Abnormal Market Conditions

Under abnormal Market conditions, Forex and CFD prices may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by Infinox Global Limited or the client. As a result, Infinox Global Limited may be unable to execute the client's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the losses at the set 'Stop Loss', this can lead to 'Slippage'. This may occur for example during the following scenarios:

- a) During or when the Market opens; and/or
- b) During news times; and/or

- c) During times of Market volatility, for example political uncertainty, where prices may move significantly up or down and away from declared price; and/ or
- d) If there is insufficient liquidity in the Market for the execution of the specific volume at the declared price. CFD prices are influenced by, amongst other things, the implementation of governmental, agricultural, commercial or trade programs and policies, national, international socioeconomic and political events.

Trading Platform Conditions

The client accepts that the only reliable source of price related information is the price quotes represented on the real/ live server; this service may be disrupted and as a result price related information may not reach the client.

There are risks associated with utilizing an internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connection. Since Infinox Global Limited does not control signal power, its reception or routing via Internet, configuration of your equipment or reliability of its connection, Infinox Global Limited will not be responsible for communication failures, distortions or delays when trading via the Internet.

Infinox Global Limited is not responsible for communication failures or delays when trading via the Internet. Infinox Global Limited employs back-up systems and contingency plans to minimize the possibility of system failure, and trading via email is available only in the event of system failure.

Product Descriptions and Associated Risks

At any one time, not all of the products below will be available for trading purposes. Infinox Global Limited reserves the right to remove the offering of any of the following products from the trading Platforms without prior notice.

a) Rolling Spot Forex

Rolling spot Forex is both a future where the underlying instrument being traded is foreign exchange or sterling or it is a contract for difference where the profit is secured, or a loss is avoided through fluctuations in foreign exchange rates and in either case the contract is entered into for speculative purposes. A rolling spot forex contract can be 'rolled' indefinitely and no currency may be actually delivered until the position is closed. This exposes both parties to fluctuations in the underlying currencies. CFDs are leveraged products and losses may exceed deposits.

b) Spread Bet

Spread betting is a type of trading that involves taking a bet on the price movement of a security. You would generally be quoted two prices, the bid and offer price (also called the spread), and you bet whether the price of the underlying stock will be lower than the bid or higher than the offer. You will never own the underlying stock in spread betting, as you are simply speculating on the price movement of the stock.

c) Currency or Forex Options

Currency or Forex options are derivative financial instruments that give the right but not the obligation to buy or sell a specific currency, at a specified exchange rate on or before a specific date. You must also realize that when buying options means you could lose the entire option investment should the option expire worthless.

d) Contracts for Difference (CFD)

A CFD is an agreement to exchange the difference between the opening and closing value of a contract when closed. Rather than buying or selling the underlying instrument on which your contract is based, you simply place a trade on our trading Platform. The

price of your CFD will then replicate the price of the underlying asset (without actually owning the underlying product) giving you a profit (or a loss) as the price of the underlying moves, so that the amount of any profit or loss made on a CFD will be equal to the difference between the price of the underlying instrument when the CFD is opened and the price of the underlying instrument when the CFD is closed, multiplied by the number of underlying instruments to which the CFD relates.

CFDs are a way of trading on the upward or downward price movements of traditional financial markets without buying or selling the underlying asset directly. The potential losses associated with the price movements can exceed the total value of the initial margin (and any additional margin funds) you have deposited with us, and you may be obliged to close your positions at the worst possible time.

CFDs are contracts that can be entered into in relation to Commodities or the FTSE-100 index or any other index or share, as well as currency. Investing in a CFD carries risks similar to investing in a future or an option and you should be aware of these. Transactions in CFDs may also involve contingent liability and you should be aware of the implications of this as set out below.

All these products are types of leveraged derivatives that are used for speculative or hedging investment purposes. Transactions in these products may also have a contingent liability and you should be aware of the implications of this as set out below.

In addition to the General Risk Disclosure Notice contained in this Agreement, you should be aware that margined currency trading is one of the riskiest forms of investment available in the financial Markets and is only suitable for sophisticated individuals and institutions. Given the possibility of losing an entire investment, speculation in the foreign exchange Market should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial wellbeing.

If you have pursued only conservative forms of investment in the past, you may wish to study currency trading further before continuing an investment of this nature.

If you wish to continue with your investment, you acknowledge that the funds you intend to invest is money you can afford to lose and the potential loss of all or more than your investment will not jeopardize your style of living nor will it detract from your future retirement program.

Additionally, you fully understand the nature and risks of trading spot Forex, currency options, CFDs or spread betting investments, and your obligations to others will not be neglected should you suffer financial losses.

e) Foreign Markets

Foreign Markets involve different risks from Markets. In some cases, risks will be greater. The potential for profit or loss from transactions on foreign Markets or in foreign currency will be affected by fluctuations in foreign exchange rates. Such enhanced risks include the risks of political or economic policy changes in a foreign media, which may substantially and permanently alter the conditions terms, Marketability or price of a foreign currency.

f) Risk Mitigating Orders or Strategies

The placing of certain orders (e.g. "Stop Loss" or "Stop Limits" orders) that are intended to limit losses to certain amounts, are not guaranteed. Such strategies may not always be affected because Market conditions or technological limitations may make it impossible to execute such orders.

g) Prices

The prices quoted may not necessarily reflect the broader Market. We will select closing prices to be used in determining Margin requirements and periodically marking to Market the positions in Client accounts.

Although we expect that these prices will be reasonably related to those available on what is known as the interbank Market, prices we use may vary from those available to banks and other participants in the interbank Market. Consequently, we may exercise considerable discretion in setting Margin requirements and collecting Margin funds.

h) Weekend Risk

Various situations, developments or events may arise over a weekend when currency, Commodity and other Markets generally close for trading, that may cause the Markets to open at a significantly different price from where they closed on Friday afternoon. Our Clients will not be able to use the electronic communication systems to place or change orders over the weekend and at other times when the Markets are generally closed. There is a substantial risk that stop-loss orders, which are not guaranteed, applied to manage the risk to open positions held over the weekend will be executed at levels significantly worse than their specified price and you may be liable for making good any losses, even if they are unforeseen.

i) Electronic Trading

The use of electronic trading systems, Platforms and communication networks to facilitate trades. Clients who trade are exposed to risks associated with the system or Platform including the failure of hardware and software system or network down timed access or connection failures.

j) Contingent Liability Transactions

Such transactions are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. You may sustain a total loss of the Margin you deposit with your dealer to establish or maintain a position. If the Market moves against you, you may be called upon to pay substantial additional Margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss, and you will be liable for any resulting deficit. Even if the transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered into the contract. Contingent liability transactions, which are not traded on or under the rules of a recognized or designated investment exchange, may expose you to substantially greater risks.

k) Collateral

If you deposit collateral as security, you should ascertain how your collateral will be dealt with. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets, which you deposited and may have to accept payment in cash.

l) Commissions

Before you begin to trade, you should obtain details of all Commissions and other charges for which you will be liable from the Infinox Global Limited Website or enquire at support@Infinox.com Global Limited.com. If any charges are not expressed in money terms (but, for example, as a dealing spread), you should obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

m) Insolvency

Any insolvency or default may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets which you lodged as collateral and you may have to accept any available payment in cash.

You should only engage in CFD or Rolling Spot Forex trading if you are prepared to accept a high degree of risk and in particular the risks outlined above. You must be prepared to sustain the total loss of all amounts you may have deposited with your firm as well as any losses, charges (such as interest) and any other amounts (such as costs) we incur in recovering payment from you.

n) General

If you are in any doubt whatsoever about any aspect of the risks involved in the financial instruments noted in this General Risk Disclosure Notice, then we strongly recommend that you seek independent professional help or advice before continuing as your trading strategy may not be suitable or appropriate for you.

Margin trading is not necessarily designed to replace existing or traditional methods of investing and is therefore not suited to everyone so you must ensure that you fully understand the risks before taking up your trading strategy.

24. SCHEDULE 3: PRODUCT TERMS FOR RANGE SPREADS

When trading Range Spreads, which are Contract for Differences, you can achieve a profit or a loss. Due to the high-risk nature of Range Spreads, you can also lose all the money you have deposited. You should only trade with money that you can afford to lose. You should ensure you have sufficient knowledge and experience to understand the risks involved in trading CFDs and seek independent professional financial advice if in any doubt.

This Schedule 3 sets out Terms that apply specifically to Range Spreads on any Account, including those in relation to Trades, prices, rejected Trades, profit and loss, withdrawals and cancellations of Trades, pricing errors and trading hours.

Range Spreads constitute a Contract for difference investment.

By entering into a Range Spreads, you can speculate on whether the Market price of an Underlying Asset of an Asset Class will rise or fall, which are available to Trade on the Range Spreads Platform and will be within a Price Range during a specific time period. The Asset Classes available on the Range Spreads Platform are Forex, Commodities, indices and Sentiments and are subject to change at no notice. Range Spreads are traded on an OTC basis and therefore do not operate on a regulated market or exchange. You acknowledge that pricing and liquidity are dependent on the availability of data feeds and underlying market conditions.

Placing Range Spreads Trades

As a result of Price fluctuations in Underlying Assets of Asset Classes on the Range Spreads Platform over a specified time period, when placing Range Spreads Trades on such Underlying Assets on the Range Spreads Platform, there is no guarantee you will achieve a Potential Return on your Range Spreads.

Clients may place Trades on certain Underlying Assets of Asset Classes through the Range Spreads Platform based on actual Market performance consisting of a finite number of Trade prices. A Range Spreads will be accepted and entered into when the Trade is executed by our Range Spreads Platform. Our Range Spreads Platform will record all your Trade executions, and you can access the relevant information of your executed Trades on the Trade history section of the Range Spreads Platform.

To place a Trade, you are required to establish your Trade specifications on the Range Spreads Platform; the following Trade specification should be established by you; the Asset Class, the Underlying Asset, the investment amount, set a time period in the future from the start time to the expiry time, a maximum Price and a minimum Price – whereupon, during normal trading hours as set out by us from time to time, your trade may provide a Potential Return from zero up to a maximum Potential Return as set out on the Range Spreads Platform when you place your Trade.

When a Trade is placed on the Range Spreads Platform and a Range Spreads is successfully opened, the cost of the Trade will immediately become payable, and a corresponding change will be made to the funds available in your relevant Range Spreads Account.

To open Range Spreads on the Range Spreads Platform, you may open Range Spreads at the Price quoted by the Platform, at the time of such Trade, you may specify an expiry time at which the resulting Open Position shall be closed with no further intervention by you, unless sold by you prior to the expiry time.

Range Spreads open Trades or Open Positions cannot be transferred to other Range Spreads providers or their Platforms. For full details about our Order Execution Policy, please visit our website.

You acknowledge that delays, internet connectivity issues, latency, system overloads or technical interruptions may affect the placement, execution or confirmation of Trades, and we will not be liable for such delays except in cases of our fraud or willful default.

The use of automated or algorithmic trading systems is strictly prohibited on the Range Spreads Platform unless expressly approved by us in writing.

Rejection of Trades

You should be aware that placing a Trade for a Range Spreads does not guarantee that Range Spreads will be entered. We cannot guarantee the execution of your Range Spreads, during extreme Market conditions or circumstances that are out of our control, which can result in the rejection of your Range Spreads. Where Trades are placed to enter Range Spreads, outside trading hours of the Range Spreads Platform, Trades will be rejected.

If you have not deposited sufficient funds onto the Range Spreads Platform and the amount of your funds is lower than the cost of your desired Trade, the Range Spreads will not be entered into and will be rejected.

We may also reject a Trade where we reasonably suspect abusive trading behaviour, price manipulation, or activity aimed at exploiting latency or technical delays.

Profit or Loss

If the Underlying Asset's Price is below the maximum Potential Price and above the minimum Potential Price (referred to as "In the Range"), during the time period from start time to expiry time (referred to as "During the Range"), which together are referred to as the "Boundaries", a Potential Return can be achieved.

The amount of your Potential Return on your Range Spreads can be calculated as follows:

Potential Return = The number of available Price both "In the Range" X the number of Prices "During the Range" divided by the total number of Prices "During the Range"

You should be aware that the Potential Return is an estimate and there is no guarantee that a Potential Return can be achieved. You should understand the risks involved in trading CFDs which are high risk complex products and only invest money you can afford to lose.

If there are no available prices in the Boundaries of the Range Spreads Platform and prices are only available outside the Boundaries, a Potential Return cannot be achieved, which is referred to as "Out of the Range".

You acknowledge that all Potential Returns displayed on the Platform are indicative only and may not reflect the final outcome due to Market volatility, liquidity variations and data-feed interruptions.

Withdrawal or Cancellation of Range Spreads Trades

If you have placed a Trade on any of the Underlying Assets of available Asset Classes and the Underlying Asset in which you invested is withdrawn by us prior to the expiry time of your Trade for any reason; such as but not limited to insufficient Market liquidity; the money you invested in the Trade of your chosen Underlying Asset is returned to your Account in full without any deductions, charges or increase from the original amount invested.

You can cancel your Range Spreads at any time by selling the Range Spreads at the best available Market price as set out on the Range Spreads Platform, but an open Trade cannot be amended or altered. Where you cancel a Range Spread prior to expiry, the sell-back value may be substantially lower than the original investment amount, particularly in volatile Market conditions.

Pricing Error

From time to time a pricing error may occur (including circumstances outside our control) which prevents our Range Spreads Platform from determining the Price for Range Spreads.

If we become aware of a pricing error during the life of Range Spreads, we may, provided it is fair and reasonable in the circumstances, declare that Range Spreads void and return the funds you invested to your Account.

If we determine that a pricing error occurred due to a technical failure, data-feed interruption, or abnormal Market conditions, we may correct or void the affected Range Spreads acting reasonably and in good faith.

Trading Hours

Trading hours are as set out on the Range Spreads Platform, as amended from time to time. You acknowledge that placing Trades close to the opening or closing of the trading session or during low-liquidity periods increases the likelihood of rejected Trades, Slippage or limited pricing availability.

25. SCHEDULE 4: USE OF OUR WEBSITE(S) AND TRADING PLATFORMS

License

We grant you a non-exclusive, non-transferable and limited personal non-sublicensable license to access, view and use our Website and Trading Platforms (the "License").

The License is conditional on your continued compliance with the Terms of this Agreement. Upon any use of the Trading Platforms, you acknowledge acceptance of the Terms of this Agreement and in particular those of the License and are entitled to apply for Access details to gain online access to our Trading Platforms or Website, thereby being able to place Orders for Transactions on any Financial Instrument available from us.

You understand that we can, at our absolute discretion, terminate your access to our Trading Systems and Website in order to protect both our and our clients' interests and to ensure the Trading Systems' effectiveness and efficiency.

We may also suspend, restrict or disable access where we reasonably suspect misuse, abusive trading behaviour, unauthorized access, or any activity that may compromise system integrity.

You agree to use the information received from our information systems for the sole purpose of executing Transactions inside and within the Website.

You further agree not to use any electronic communication feature of a service on the Website for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

You acknowledge that all content, trademarks, services marks, trade names, logos and icons and in general all intellectual property rights on our Website and Trading Platforms are our property or our licensors' property, and are protected by copyright laws, international treaties and provisions.

You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the Website. You also agree that you will not obtain any intellectual property rights in, or any right or license to use such materials or the Website, other than as set out in this Agreement.

You also agree not to copy, record, edit, alter or remove any of the materials on our Website and Trading Platforms. This shall include, without limitation, not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos or branding on our Website and Platforms.

Images and videos displayed on our Website and Platforms are either our property or used with permission, and you agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and our prior written consent.

Unless expressly stated otherwise, any surrendered materials and/or messages, including ideas, know-how, techniques, marketing plans, information, questions, answers, suggestions, e-mails and comments, are neither confidential nor will you hold the intellectual property in it.

Your agreement to the Terms of this Agreement shall be regarded as authorizing us to use your customer trading data and trading performance data (excluding your personal identification data), for analytical purposes and for our risk management purposes.

Such use does not require additional approvals or review by you and will form part of our intellectual property.

You acknowledge and agree that all algorithmic, automated or scripted trading activity is prohibited unless expressly authorized by us in writing. Unauthorized automated trading may result in immediate suspension of access and cancellation of affected Transactions.

In the event that you receive any data, information or software via an electronic trading service or platform other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the system or software you use to access our Trading Platform.

You must also ensure your devices, networks and login credentials remain secure at all times, and you will be solely responsible for any loss arising from unauthorized access caused by your failure to maintain adequate security.

26. SCHEDULE 5: CORPORATE ACTIONS

Corporate Actions

26.1 A corporate action ("Corporate Action") is any action or event whether temporary or otherwise, in relation to an Underlying Asset of a Product, or in relation to the issuer of an Underlying Asset, which would have an effect on the value, legal characteristics or ability to trade the Underlying Asset or a Derivative based on or referencing such underlying instrument.

26.2 A Corporate Action may occur in relation to the Underlying Asset of a Product. If any instrument becomes subject to a Corporate Action (dividend included), we will determine appropriate actions (in our reasonable opinion) to:

- a) Replicate this in your Order or CFD trade
- b) Reflect any action taken by counterparties to trades in respect of such Underlying Assets of the Product that we have entered into in order to hedge or offset our exposure to you
- c) Preserve the economic equivalent of your Order or CFD trade immediately prior to the Corporate Action, which may have consequences on your CFD trade.

We may also make adjustments where counterparties, exchanges or liquidity providers impose changes, corrections, delays or cancellations relating to the Corporate Action.

26.3 We will give you notice of any applicable action that we decide to take as soon as reasonably practical. In some cases, advance notice might not be possible, and we will only inform you after the relevant action.

You acknowledge that Corporate Actions may be implemented without prior notice where required to protect system integrity, comply with market rules, or reflect changes imposed by third-party providers.

26.4 Dividends

26.4.1 Where applicable (e.g. where an instrument is a stock or a share in respect of which a dividend is paid) a dividend adjustment will be calculated. A dividend adjustment will be calculated for your account in respect of open positions held on the ex-dividend day for the relevant underlying instrument.

26.4.2 For long positions, the dividend adjustment will generally be a cash adjustment reflecting the amount of the net dividend receivable. For short positions, the dividend adjustment will generally be a cash adjustment payable reflecting the pre-tax dividend amount, unless otherwise agreed.

26.4.3 Adjustments reflecting dividends will be credited to your Account if you bought (opened a long position) and debited from your Account if you sold (opened a short position).

26.4.4 In the event that the declared dividend is unusually large, small or cancelled or the ex-dividend date differs from our forecasted ex-dividend date, we reserve the right to make an adjustment to the Accounts to reflect such differences, provided any such adjustment must be fair and reasonable.

26.4.5 In the event that a dividend provides the clients with a choice (example: to choose between receiving different currencies) we will, usually apply the default option to the Accounts unless otherwise advised.

26.4.6 In the event that a dividend provides the clients with a choice of cash or stock, we will usually apply the default option to the Accounts unless otherwise advised.

Where necessary, dividend adjustments may be rounded, aggregated, applied in batches or delayed to reflect market practice or settlement cycles.

26.4.7 If you have a guaranteed stop on an instrument that becomes subject to a dividend adjustment, we reserve the right to amend the guaranteed stop price by the size of the dividend adjustment.

26.5 We will make any relevant adjustment to the Accounts with respect to Corporate Action as soon as reasonably practical for us to do so. Adjustments may include, but are not limited to, changes to position size, price, margin requirements, stop levels, or the creation of synthetic positions where necessary to preserve economic equivalence.

26.6 If the underlying Market of a CFD on shares becomes suspended, we reserve the right to margin all associated Trades at 100% and value the Market appropriately.

This may mean your Trade being either valued at zero or at the last price held in our Market at the time of suspension. During suspension, we may also restrict opening new positions, enforce close-only conditions, or disable certain order types where required.

26.7 If the underlying market of a CFD on shares becomes delisted, we reserve the right to close all Trades associated with that Market at zero.

Alternative settlement values may be used only where official exchange documentation provides a mandatory cash-out amount or final settlement price.

26.8 Please note that shareholders are offered the choice to receive the dividend in cash or in additional new shares of the company (at a discount to the market).

You acknowledge that such corporate entitlements do not transfer to CFD holders and that only cash adjustments may be applied where applicable.

27. SCHEDULE 6: MARKET

27.1 Data Client Minimum Requirements

27.1.1 Client shall be liable and responsible for compliance with the Minimum Data Client Requirements at all times.

27.2 Access & Audit

Where requested, Client agrees to provide accurate and complete information to Infinox Global Limited, or their appointed agents regarding the Client's access to, and use of, the Data. You also agree to cooperate with any audit, usage review or verification procedure required by Exchanges or data vendors.

27.3 Data

- 27.3.1 The Client acknowledges that Infinox Global Limited may terminate and/or suspend access to the Data immediately in full or in part at any time. This may include disabling data feeds, restricting access levels, or changing your entitlement status.
- 27.3.2 The Client acknowledges and agrees that we or any appointed agents are not responsible or liable if any such data or information is inaccurate, incomplete or up to date. The Data is provided "AS IS" and on an "AS AVAILABLE" basis. The client further acknowledges that Infinox Global Limited and any appointed agents are not responsible or liable for any actions that you take or do not take based on such data or information.
- 27.3.3 The Client acknowledges and agrees that any such data or information is proprietary to us and any appointed agent, and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by Applicable Regulations or as agreed between us. You also agree not to use automated extraction, scraping, recording, or redistribution tools without our prior written consent.
- 27.3.4 The Client hereby acknowledges and agrees that you will pay such market data fees and any applicable Taxes (if applicable, for direct market access for example) associated with your use of an Electronic Trading Service or use of market data as we inform you from time to time. Market data fees may be amended by Exchanges at any time, and you will be liable for such revised fees from their effective date. The Client shall, where requested, agree to provide accurate and complete information to us and any appointed agent in relation to you and your use or intended use of market data.
- 27.3.5 Infinox Global Limited may require you to comply with certain conditions in relation to your use of market data. These conditions may include restrictions on display, device limits, user classifications (e.g., non-professional/professional), or reporting obligations. Infinox Global Limited may at its absolute discretion remove your access to market data at any time.
- 27.3.6 With any types of Exchange data that you elect to receive via an Electronic Trading Service, you hereby agree to any terms and conditions relating to the redistribution and use of such data that we may provide to you from time to time. Some Exchanges require that their Exchange data will not be viewed or accessed by you on more than one System at any one time. You warrant and represent that you will comply with any restrictions that we apply in relation to your access of any Electronic Trading Service and ability to view Exchange data from time to time. You further acknowledge that Exchange rules may impose penalties for misuse, and you will be responsible for any such penalties arising from your breach.

28. SCHEDULE 7: MARKET CLAUSE

By entering into any Transaction, you are not acting in any way which is intended to or may be considered to be contravening any legislation against insider dealing, market manipulation, any other form of market abuse, any form of abuse or misuse of systems ("Market Abuse"), nor are you acting with the intention of contravening any other provision of any other Applicable Regulations.

You acknowledge that Market Abuse includes misuse of price-sensitive information, manipulation of order flows, manipulation of technical vulnerabilities, and any practice intended to distort fair pricing.

Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platforms do not accurately reflect the Market rates. The concept of "arbitrage" and "scalping", or taking advantage of these internet delays, are not permitted in an OTC Market where the client is buying or selling directly from the Market.

Infinox Global Limited do not permit the practice of "arbitrage" on the Trading Platforms and considers this improper use or abuse of our Trading Platforms. Transactions that rely on price latency arbitrage opportunities may be revoked. Infinox Global Limited reserves the right to make the necessary corrections or adjustments on the Account involved. Infinox Global Limited may take any action we deem reasonable to recoup losses incurred as a result of the use of electronic algorithmic trading systems or any other means utilized to exploit technical deficiencies or palpable errors.

This includes disabling or restricting automated tools, algorithmic strategies, APIs or any system designed to exploit delays or mispricing.

Accounts that rely on arbitrage strategies may at Infinox Global Limited's sole discretion be subject to Infinox Global Limited's intervention and Infinox Global Limited's approval of any Orders. We may also suspend execution, adjust pricing, or close affected positions where necessary to preserve fair market integrity.

Any dispute arising from such quoting or execution errors will be resolved by Infinox Global Limited in their sole and absolute discretion.

You agree not to attempt to abuse our Trading Platforms by taking advantage of irregular low liquidity conditions. You accept that we can at our sole discretion deem such trading as abuse or manipulation of our Trading Platform and that we at our sole discretion can return your investments without profit or cancel your right to trade on our Trading Platform. If losses are incurred from this activity, Infinox Global Limited reserves the right to enforce those losses you may have incurred.

You agree not to attempt to abuse our Trading Platforms by taking advantage of extremely low liquidity conditions. You accept that we can at our sole discretion deem such trading as abuse or manipulation of our Trading Platform and that we at our sole discretion can return your investments without profit or cancel your right to trade on our trading platform.

We may also disable or restrict access to Trading Platforms or functionality (including order types, API access, automated trading, or high-frequency tools) where necessary to protect system integrity.

Each of the following constitutes Market Abuse:

Any acts or omissions on the part of the Client. Authorized User: or the Client or Authorized User's employee, agent or assignee (whether or not known to us, and whether or not acting in concert with other natural persons or algorithmic tools) which in Infinox Global Limited' sole discretion, are deemed as being:

- Negligence.
- Mistake.

- Wilful misconduct, (including commission churning, sniping, causing or contributing to or benefiting from a Quoting Error, moving the price of an underlying asset, scalping, arbitraging off-market pricing);
- The use, or allowing any other person (whether or not an Authorized Person) to use, any electronic device, software, algorithm or any trading strategy that has the purpose or effect of manipulating or taking unfair advantage of the way in which Infinox Global Limited constructs, provides or conveys its bid or offer prices;

This includes algorithmic systems designed to detect tick-level delays, stale quotes, liquidity gaps, partial execution asymmetries, or server-latency vulnerabilities.

- The breach of any law; or
- The breach of any provision of this Agreement.
- We may take any reasonable protective action, including closing positions, reversing trades, restricting trading access, or terminating the Account with immediate effect in cases of Market Abuse.