

**taurex**

# Terms and Conditions

v8 – 15<sup>th</sup> June 2025

## 1. TERMS

- 1.1. This agreement will take effect on the date that Taurex, a trading name of Zenfinex Global Limited ("Taurex", "The Company", "We") and you ("You" and alternately the "Client") agree to this Agreement signed by You digitally via [https://global.mytaurex.com/live\\_signup](https://global.mytaurex.com/live_signup) or hand written via a paper application or if earlier, on the date when we first provide you with the Services. Taurex is a company registered in the Seychelles under company number 8428731-1.

## 2. INTRODUCTION

- 2.1. The Company shall provide services relating to Foreign Exchange, CFDs, Options and all other OTC products in accordance with the terms of this Agreement.
- 2.2. These Standard Terms and Conditions, including the Risk Disclosure Statement and any attached notices, may be amended and/or restated from time to time and form the agreement between us and you (collectively, the "Agreement"). By completing and submitting an Account Opening Form to us, you agree to be bound by the terms of this Agreement as they may be amended and/or restated from time to time. The Agreement governs the provision of our services to you and shall governs all dealings between us and you with respect to such services.
- 2.3. Trading currencies involves substantial risk that is not suitable for everyone. Trading online, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.
- 2.4. Notwithstanding anything in this Agreement to the contrary, our obligations under this Agreement are expressly conditioned on the following terms:
- Your trading limit is defined by the margin requirement set by Taurex. Such margin requirement can be increased or reduced by the company without prior notice.
  - Minimum deposit of USD 50 or equivalent must be made before you execute your first transaction, which is paid in accordance with the payment methods set out in this Agreement.
- 2.5. The Terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company's receipt of an advance payment made by the Client in accordance with this agreement.

### 3. DEFINITIONS

<b>Account</b>	means the trading account(s) and/or wallets maintained by Taurex or our Affiliates in respect of the Client's assets and liabilities arising in connection with your dealings with us.
<b>Activity</b>	The placing or closing of a trade or maintaining an open position on your Account.
<b>Affiliates</b>	For the purposes of this Agreement, the term "Affiliates" shall mean, with respect to any party, any person, corporation, partnership, limited liability company, or other entity that directly or indirectly controls, is controlled by, or is under common control with such party. For the avoidance of doubt, "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. Affiliates shall also include any parent company, subsidiary, or other related entity, including other Zenfinex or Taurex entities, regardless of whether such entity is engaged in the same business or operation as the party.
<b>Agreement</b>	The terms of this agreement together with any Risk Disclosure Notice, Execution Policy and/or Conflict of Interest Policy provided to the Client by the Company or notified to the Client by appearing on our website and as periodically amended by us.
<b>Applicable Laws and Regulations</b>	The rules of any relevant regulatory authority, the rules of any relevant exchange, and all other applicable laws and rules in force from time to time including among others the Securities Act 2007 as amended, the Securities (Conduct of Business) Regulations 2008, the Securities (Financial Statements) Regulations 2008, the Securities (Advertisements) Regulations 2008 as amended, the Securities (Forms and Fees) Regulations 2008 as amended, the Securities (Substantial Activity Requirement) Regulations 2018, the Financial Services Authority Act 2013, the Anti-Money Laundering Act of 2020 as amended and the Prevention of Terrorism Act 2004 etc.
<b>Assets</b>	All of the Client's cash balances, derivatives positions, investments, rights to the payment of cash or the delivery of investments or commodities and all and any other assets of the Client which may at any time be represented by an entry on or standing to the credit of your Account, including but not

limited to assets held by the Company or any affiliate of the Company or in the Company's or such affiliate's possession or control and assets held with or rights or claims arising in relation to or against any intermediate broker, exchange, market operator, clearing house or depository through or with which transactions on your behalf are executed or cleared.

<b>Business Day</b>	Any day which is not a Saturday, Sunday or a bank holiday.
<b>Client Application Form</b>	The Client Application Form to be completed and signed by You in accordance with this Agreement.
<b>Contract</b>	Shall mean any contract, whether oral or written, for the purchase or sale of any currency or other transaction relating thereto, entered into by the Company with the Client.
<b>Derivatives</b>	this includes but is not limited to: futures, options, contracts for differences;
<b>Equity</b>	Means the monetary balance within your Account at any given moment, encompassing deposits, withdrawals, accrued profits and losses, trading credits, as well as the unrealized gains and losses on your active Positions. This amount is inclusive of all costs associated with closing out your Positions.
<b>Event of Default</b>	Has the meaning given in clause 14.
<b>Expert Advisor (EA)</b>	Refers to an automated trading system or software that runs on a trading platform and can execute trades automatically based on predefined rules, technical indicators, and strategies.
<b>Obligation</b>	All your costs, expenses, losses, liabilities, margin, and other obligations owed to us to make payment, deliver assets, fulfil our KYC requirements, comply with our regulatory requirements, or perform any other legally binding obligation whether arising under this Agreement or otherwise, and whether actual or contingent including but not limited to costs, expenses, losses, liabilities and other obligations incurred by us because of the performance by us of our duties or the exercise by us of our rights, powers and/or privileges hereunder.
<b>Portal</b>	"MyTaurex" is the secure online platform operated by Zenfinex, where Clients can register, submit application forms, and manage their Profile with the Company, including deposits and withdrawals, electronically.

<b>Position</b>	means an exposure to an underlying instrument in relation to a product that you have traded or are currently trading with us.
<b>Services</b>	The services provided by the Company to the Client under this Agreement.
<b>Value Date</b>	Means the date for settlement of a Contract specified in the applicable Contract Note.

The Company reserves the right to periodically vary and/or amend this Agreement in part or in whole and to publish the latest version on our website: <https://tradetaurex.com/> . You agree to be bound by subsequent new versions of the Client Agreement which will supersede all earlier versions. A paper copy of this Agreement, and any updated versions will be available upon request.

#### 4. CLIENT REPRESENTATIONS, WARRANTIES and ACKNOWLEDGEMENTS

4.1. The Client represents, warrants, and undertakes at the time this Agreement is made and the making of each Contract hereunder that:

- (a) Client does not have any legal disability with respect to, and is not subject to any law or regulation which prevents its performance of this Agreement, or any contract contemplated by this Agreement;
- (b) Client has obtained all necessary consents and has the authority to enter into this Agreement (and if the Client is a company, it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organizational documents);
- (c) all sums made by way of deposit or security shall, subject to this Agreement, at all times be free from any charge, lien, pledge or encumbrance;
- (d) and the information provided by the Client to the Company is complete, accurate and not misleading in any material respect; and
- (e) the Client will notify the Company of any material changes in their financial status or personal circumstances.

4.2. The Client agrees and acknowledges that:

- (a) the Company will not provide any advice to the Client. If the Company effects a transaction with or for the Client, this shall not be taken to mean that the Company recommends, or concurs on the merits of, the transaction or that the transaction is suitable for the Client;

- (b) dealing in foreign currencies carry a high degree of risk and adverse market movements can give rise to losses exceeding the Client's original deposit and consequently the Client can afford to lose the sums which it remits to the Company as deposit and otherwise satisfy any losses resulting from a Contract; and
- (c) the foreign exchange market is unregulated and although all Contracts are executed in accordance with Applicable Laws and Regulations, the Client will not benefit from any compensation scheme in respect of its foreign exchange trading through the Company.

## 5. SERVICES

- 5.1. We will provide such Services as may be agreed in writing between the parties, which will consist of execution-only broking services as specified in the Client Application Form and / or such other services as may be specifically agreed in writing between us.
- 5.2. The Services and leverage offered will be subject to any limits or restrictions as you may specify in the Client Application Form, to the terms of this Agreement, and any statutory, regulatory, legal or market requirements as amended from time to time.
- 5.3. We may provide the Services in relation to:
  - 5.3.1. Contracts for Differences (CFDs);
  - 5.3.2. rights to or interests in investments (Contractually Based Investments);
  - 5.3.3. rolling spot forex contracts (FX);
  - 5.3.4. options; and
  - 5.3.5. cash equities.
- 5.4. In accordance with the Company's simplified due diligence process, the Company may provide the Services to the Client, albeit with certain restrictions, prior to the Client passing full KYC verification. The Client must fulfil their KYC obligations and pass KYC verification within 30 days beginning from the date when the Client deposits funds into their Account. Should the Client fail to pass KYC verification in accordance with the Company's KYC procedures, the Company may immediately and without prior notice terminate the business relationship and will take any appropriate further action in accordance with Applicable Laws and Regulations.
- 5.5. Unless otherwise specified in the Client Application Form, the full amount standing to the credit of your Account will be available for investment in Derivatives.
- 5.6. Save as specified in this clause and / or the Client Application Form there are no other restrictions on the type of investments in relation to which we may provide our Services.

- 5.7. We are authorized by you to take any action we consider reasonably necessary or appropriate either to provide the Services (including but not limited to acting as your agent and delegating our authority as your agent to another) or to comply with any Applicable Laws and Regulations as may reasonably be appropriate. You agree to ratify and confirm everything lawfully done in the exercise of such discretion.
- 5.8. Except where expressly agreed in writing we will not be responsible for the provision of any tax, accounting or legal advice in relation to the Services.
- 5.9. We will treat you as our client and we have no obligation and accept no liability to any other person for whom you may be acting as an agent, intermediary or fiduciary (whether the existence or identity of such person has been disclosed to us) and your obligations to us shall not be diminished in any way by reason of your so acting.
- 5.10. We will not be obliged to affect any transaction nor do anything else which we believe would breach any statute, law or regulation.
- 5.11. If your Account comprises more than one account with us, we will have the right, without prejudice to any other right we may have, to combine all or any such accounts and set off any amount at any time owing from you to us or any Affiliate on any account against any amount owing by us or any Affiliate of ours to you for any purpose.
- 5.12. We may, at our discretion, at any time convert any sums of money held in a currency other than the currency of the relevant Obligation into the currency of the Obligation at our current exchange rates (or other reasonable rate) and the proceeds of such conversion will be automatically applied in reduction of the Obligation.
- 5.13. The Company will offer execution-only dealing services to you and such additional services as we may agree from time to time. We will not advise you on the merits or suitability of any transaction entered into pursuant to this Agreement. We will not manage nor monitor your investments. Our execution of any order on your behalf does not in any way imply any approval or recommendation of that transaction. Although we are not required to explain to you any risks that may arise because of a particular transaction, we have set out various risk disclosures attached to this Agreement for your information.
- 5.14. The Company will not, unless specifically agreed to in writing with you, be acting in a fiduciary capacity or provide any personal recommendation to you in respect of, nor provide any advice to you on the merits of, any transaction in financial instruments. Accordingly, you should make your own assessment of any transaction that you are considering in the light of your own objectives and circumstances, including without limitation the possible risks and benefits of entering into that transaction. You should not rely on any information, proposal or other communication from the Company as being a recommendation or advice in relation to that transaction.

## 6. MARGIN and DEPOSIT REQUIREMENT

- 6.1. Client shall provide to and maintain with the Company margin in such amounts and in such forms as the Company, in its sole discretion, may require. The Company may change margin requirements at any time. No previous margin requirement by the Company shall prevent the Company from increasing that requirement without prior notice.
- 6.2. The Company retains the right to limit the amount and/or total number of open positions that Client may acquire or maintain at the Company. the Company shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions, margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged due to currency conversion rate or daily interest.
- 6.3. The service provided by the Company is restricted to executing transactions at the quoted prices at your request. When executing transactions, we will not be executing orders on your behalf and accordingly We will not be subject to any obligation to take reasonable steps to obtain the best possible result for You.
- 6.4. We may require You to limit the number of open positions that You may have through the Company at any time. We may, in our sole and absolute discretion, close out any one or more transactions in order to ensure that such positions limits are maintained.



## 7. INSTRUCTION

- 7.1. Unless otherwise agreed by the Company in writing, all dealing instructions must be given to us electronically through your trading platforms or our liquidity connection in the case of an API.
- 7.2. In the event that we agree to receive dealing instructions by a means other than your trading platform or our liquidity connection, we reserve the right in our sole and absolute discretion to accept or reject any orders or dealing instructions given via telephone or online chat programs. In addition, we may cancel any dealing instruction(s) previously given by you provided that we have not acted on your instruction(s). A dealing instruction given by you shall not take effect until actually received by the Company. You hereby agree that the Company shall be entitled to act on your behalf upon receipt of an instruction given or purporting to be given by you or any other person on your behalf without further inquiry on the part of the Company as to the genuineness, authority, or identity of any such person giving or purporting to give such instructions.
- 7.3. In the event that we refuse to accept any dealing instructions from you we will endeavour to promptly notify you of any such refusal. We are under no obligation to provide or disclose Our reasons for refusing or cancelling any dealing instructions. In addition, a dealing instruction that for any reason is not received by us in a manner in which it can be processed shall be deemed rejected by us. You further agree that the Company shall not be liable for any loss or damage, including direct, indirect, or consequential loss or loss of profits, suffered by you or any third party in connection with any action or inaction under this clause except to the extent that such loss or damage results directly from our fraud, gross negligence or wilful misconduct.
- 7.4. Execution of a dealing instruction by us shall constitute a binding agreement by you and us on the terms of such instruction.

## 8. BEST EXECUTION and EXECUTION of ORDERS

- 8.1. The Company shall take all reasonable steps to obtain best execution conditions for its Clients by providing the best price available at the time of execution relative to the size of the order placed by the Client.
- 8.2. The Company shall deal with its own account orders fairly and in due turn.
- 8.3. Depending on the type of Account held by the Client, the Company will either be executing orders as a counterparty, in which case the Company shall be the execution venue, or it will be transmitting the order for execution to a third party ("Straight Through Processing" or "STP"), in which case the Company will not be acting as a counterparty in the transactions and the execution venue will be a third party.

- 8.4. Orders are placed by the Client with the Company through the Company's trading platform. The Company will be entitled to rely and act on any order given by the Client on the trading platform without any further enquiry to the Client.
- 8.5. The Company has no obligation to monitor or provide advice regarding the status of any transactions or to close out any of the Client's open positions. Should the Company choose to do so, it will act at its discretion and such actions shall not be deemed an ongoing obligation. The Client remains fully responsible for monitoring their positions at all times.
- 8.6. The Client acknowledges and agrees that the Company has the unilateral right to immediately suspend or terminate, at any time and without cause or prior notice, all or part of any Services, modify the nature, composition, or availability of any Service, impose trade exposure limitations, or adjust the limits on trading conducted by the Client through any of the Company's trading platforms on any or all of the Client's Accounts.

## 9. COMMISSIONS and FEES

- 9.1. The Client must pay the Company the commissions, fees, taxes, and charges for dealing in all products provided for the client at the rates determined by the Company from time to time and notified to the Client in writing from time to time.
- 9.2. All fees and charges are due and payable immediately. Any sums due to us pursuant to this Agreement may be deducted by us from the proceeds of any transaction or debited from your Account with us. In the event of late payment by you, overdue amounts shall bear interest at five percent (5%) per month over the base rate of Taurex (or such lesser amount as may be permitted by Applicable Law and Regulations).
- 9.3. In accordance with our Payment Policy, which is viewable on our website, we may charge you fees relating to withdrawals, currency conversions, and inactivity fees (clause 27) within these Terms & Conditions.

## 10. SECURITY

- 10.1. All funds, securities, commodities, currencies, and other property belonging to you that we or our Affiliates may at any time be holding for you (either individually, jointly with another, or as a guarantor of the Account of any other person) or that may at any time be in our or its possession or control or carried on our or its books for any purpose, including safekeeping, are to be held by us as security and subject to a general lien and right of set-off for any of your liabilities to us under this Agreement whether or not we have made advances in connection with such funds, securities, commodities, currencies or other property, and irrespective of the number of Accounts you may have with us.

- 10.2. We may, in our sole and absolute discretion and without notice to you, apply and/or transfer any or all funds or other property belonging to you between any of your Accounts with us.
- 10.3. Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set off any amounts (whether actual or contingent, present, or future) owing between you and us. Furthermore, as a continuing security for the performance of all your Secured Obligations, you grant to us, with full title guarantee, a first fixed security interest in all funds, securities, commodities, currencies and other property now or in the future provided by you to us or to our order or under our direction or control or otherwise standing to the credit of your Account under this Agreement or otherwise held by us or our affiliated companies or our nominees on your behalf. You agree that we shall be able to apply such funds, securities, commodities, currencies, and other property in or towards satisfaction of all or any part of the Secured Obligations that are due and payable to us but unpaid.
- 10.4. You hereby represent that any funds, securities, commodities, currencies and other property that you transfer to us security under this Agreement are free from any lien, security interest or other encumbrance other than the lien created under this Agreement. You hereby also grant to us the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other customers, to ourselves as broker or to others, any funds, securities, commodities, currencies and other property belonging to you which is held by us as margin or security.

## 11. ACCEPTANCE to RECORD COMMUNICATIONS

- 11.1. The Client acknowledges and expressly accepts that the Company may record all communications including but not limited to telephone conversations between the parties. Such recordings shall remain the property of the Company and the Client agrees, to the use thereof or transcript there from, as evidenced by the Company in any dispute or anticipated dispute between the parties under this Agreement.

## 12. MARKETING

- 12.1. The Company and its Affiliates shall have the right to market and promote related financial products and services to the Client. This includes but is not limited to educational and trading tools, software, and proprietary trading products. The Company shall market products that are relevant to the Client's financial needs and risk profile, as determined through ongoing communications and assessments. In doing so, the Company may use various marketing methods, including but not limited to:

- (a) **Direct Communication:** The Company may contact the Client through phone calls, emails, newsletters, or other written correspondence to provide information about relevant financial products and services.
  - (b) **Digital and Online Channels:** The Company may utilise online platforms, such as websites, social media, and other digital marketing tools, to promote and market products and services to the Client.
  - (c) **Third-Party Partnerships:** The Company may collaborate with third-party service providers to offer complementary financial products and services that may be of interest to the Client.
  - (d) **Educational Materials:** The Company may provide the Client with access to market insights, research reports, investment strategies, webinars, and other educational content to assist the Client in making informed decisions.
- 12.2. The Client explicitly consents that the Company may use their personal information and other information provided for the purpose of marketing relevant products to the Client. The Company acknowledges that the Client may opt-out of receiving marketing communications at any time, and the Company will honour such requests in accordance with applicable data protection and privacy laws.
- 12.3. All marketing materials and communications provided by the Company shall be designed to ensure that the financial products and services offered are suitable for the Client based on their risk tolerance and other relevant factors.
- 12.4. The Company shall provide clear and transparent information regarding the financial products and services being marketed, including any associated fees and charges, ensuring compliance with Applicable Laws and Regulations.
- 12.5. This clause shall remain in effect throughout the term of the Company-Client relationship unless otherwise modified by mutual written agreement.
- ## 13. SETTLEMENT DATE and ROLLOVERS
- 13.1. The Client authorizes the Company to rollover all Open Spot Positions in the Client's Trading Account, at the Client's risk, into the next settlement time period upon such terms as the Company determines in its sole discretion. The positions will be rolled over by debiting or crediting the Client's Trading Account with the amount calculated in accordance with the Company's Rollover/Interest Policy.
- 13.2. In the absence of timely instructions from you, we are authorized, at our sole and absolute discretion, to rollover or offset all or any portion of the currency positions in your Accounts or to

make or receive delivery on your behalf upon such terms and by such methods deemed reasonable by us in our sole and absolute discretion.

## 14. EVENTS of DEFAULT and REALISATION of CLIENT'S ASSETS

### 14.1. Each of the following events shall constitute an event of default ('Event of Default'):

- (a) The Client fails to make any payment due under this Agreement on the due date, including but not limited to the Client failing to provide the required amount of initial or hedged margin.
- (b) The failure of the Client to perform any Obligation due to the Company, including but not limited to the Obligation of the Client to submit any identification documentation and/or any other information required by the Company, and/or satisfy any other request for KYC verification, including but not limited to video call verification, and as determined the Company's sole discretion.
- (c) The Client dies, is declared absent or becomes of unsound mind.
- (d) A bankruptcy petition is presented in respect to the Client or, if a partnership, in respect of one or more of its partners or, if a company, any steps are taken or proceedings initiated or protection sought under, any applicable bankruptcy reorganization or insolvency law by it in respect of itself or against it including, without limitation, the taking of any steps for the appointment of a receiver, trustee, administrator or similar officer to be appointed over its undertaking or assets or any part of them.
- (e) The Client is unable to pay its debts as they fall due.
- (f) Any representation or warranty made by the Client in clause 4 of this Agreement becomes untrue.
- (g) The Company or the Client is requested to close out a Contract or any part of a Contract by any regulatory agency or authority.
- (h) The Company reasonably considers it necessary for its own protection.
- (i) The Client involves the Company in any type of fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, with such risk being determined in good faith by the Company.
- (j) In cases of material violation by the Client of the requirements established by the legislation of Seychelles or other countries, such materiality determined in good faith by the Company.

- (k) If the Company suspects that the Client is engaged in money laundering activities and/or terrorist financing and/or in any other criminal activities or for any other cases where the Client may involve the Company in any type of fraud or illegality and/or in any activity considered suspicious by the Company.
  - (l) If the Client breaches any of the Company's internal policies or procedures in relation to any Event of Default.
  - (m) If the Company suspects that the Client has carried out trading which:
    - Is deemed excessive, lacks legitimate intent, or is conducted in bad faith with the purpose of profiting from minimal or no risk, including but not limited to, trading strategies designed solely to create an illusion of market activity;
    - involves trading strategies that exploit price latency, arbitrage opportunities, or inefficient pricing mechanism to gain a financial advantage that is disproportionate to the risk taken and which are not consistent with normal trading practices;
    - constitutes market abuse or manipulation, including but not limited to the prohibited practices outlined in the "Market Abuse" clause herein;
    - includes any other form of prohibited trading practices or techniques, including but not limited to, strategies that manipulate the market, engaging in fraudulent or deceptive conduct, or violating any applicable laws, rules, or regulations; and
    - is conducted during abnormal market or trading conditions, as determined by the Company in its sole discretion. This includes but is not limited to volatile or illiquid market environments where trading may cause market instability or may adversely impact the integrity of the market.
  - (n) For any other circumstance where the Company reasonably believes that it is necessary or desirable to take action in accordance with this clause 14 to protect the Company's best interests and/or the interests of any or all of its clients.
  - (o) If the Company suspects that Client shares any personal data and/or personal information in breach of the Company's Privacy Policies and/or this Agreement.
  - (p) If the Client violates or breaches any terms, agreements, or policies of a related entity or Affiliate of the Company, or of a payment processor, digital wallet provider, or other partner of the Company. Such violation shall be an Event of Default, and the Company shall have the right to take all necessary and required action, including termination of this Agreement, in response to such default.
- 14.2. If an Event of Default has occurred, the Company may, without prior notice to, or receiving further authority from the Client, take one or more of the following actions:

- (i) The Company shall have the right to close out all or any part of any Contract, and realize any other assets of the Client held by the Company;
- (ii) Without prejudice to any other rights the Company may have, it shall be entitled to combine or consolidate all or any of the Accounts maintained by the Client with the Company to set off any amount at any time owing from the Client against any amount owing by the Company to the Client. Any security, guarantee or indemnity given to the Company by the Client for any purpose shall extend to any amount owing from the Client after exercise of such right of set-off;
- (iii) block the Client's Account and/or the Accounts of another Client which the Company considers to be involved in suspicious activity, until the Company determine if an Event of Default has occurred. The Company may request that the Client provide various documents to resolve any investigations concerning potential or actual Events of Default, and the Client is under an obligation to comply with this demand;
- (iv) exercise the lien that we have on the products that we hold for you and the money in your Account;
- (v) the Company has the right to convert any currency, or in the case of virtual assets, request that the Company's payment providers do so;
- (vi) the Company has the right to terminate this Agreement immediately and without providing notice to the Client;
- (vii) limit and/or restrict and/or ban any deposit payment methods available for the Client from time to time;
- (viii) increase the stop out level or change the required margin level of the Client's Account and close Client's open positions or stop an account out if margin levels fall below 100%; or
- (ix) take any actions deemed necessary, including but not limited to refusing to allow the Client to withdraw money from their Account(s).

## 15. CLIENT MONEY REQUIREMENTS

- 15.1. The Client agrees that the Company may deposit money received from you in a client bank account with a credit institution incorporated in the Republic of Seychelles, or a bank which is authorized outside of the Republic of Seychelles. We may also allow another third party, including an intermediate broker, settlement agent, depository or clearing house to hold client money in order to effect one or more transactions through or with that person or where applicable to provide



collateral in respect of a transaction. You agree that we have no responsibility or liability for any insolvency, acts or omissions of any bank, credit institution or other third party to whom we pass money received from you. The bank, credit institution or other third party to whom we pass money may hold it in a pooled omnibus account.

- 15.2. You acknowledge and agree that, in accordance with Applicable Laws and Regulations, we may earn interest on, or otherwise profit from, money received from you or held by us on your behalf. Unless otherwise agreed between us in writing, we shall not pass on any such earnings to you nor account to you for any such interest or profit.
- 15.3. Unless the Client notifies the Company in writing, the Company may pass Client money to a third party (i.e. intermediate broker, bank, e-wallet, payment service provider, market, settlement agent, clearing house or OTC counterparty) who may have a security interest, lien or right of set off in relation to that money to the extent permitted by Applicable Laws and Regulations.
- 15.4. The Company does not directly hold or process any cryptocurrencies, virtual currencies, or other virtual assets, nor does the Company perform any currency conversions directly. All virtual currency or virtual asset conversions are carried out by the Company's designated payment service providers. The Company is not responsible for the rates, fees, or any other charges applied by these third-party service providers in connection with such currency conversions. Any conversion of funds into or out of different currencies will be subject to the terms, conditions, and fees of the applicable payment service provider, and the Company shall have no liability for the rates or any related costs associated with such conversions.

## 16. CEASING TO TREAT MONEY AS CLIENT MONEY and TRANSFER OF FUNDS

- 16.1. Where any Obligations (including but not limited to margin or other financial obligations) owing to us from you are due and payable, we may cease to treat as client money an amount of money held on your behalf equal to the amount of those Obligations in accordance with Applicable Laws and Regulations. You agree that we may apply that money in, or towards the satisfaction of, all or part of those Obligations due and payable to us. For the purposes of these client money terms, any such Obligations become immediately due and payable, without notice or demand by us, where such Obligation is incurred by you or on your behalf. Any money that ceases to be client money may be held in the same account (omnibus account).
- 16.2. The Company shall promptly place any Client money in an Account that is segregated from the Company's own Accounts and opened with an approved bank and/or a payment services provider. All Client money deposited for the provision of trading services shall be paid into a segregated bank Account.



- 16.3. The Company may hold Client funds that cease to be client money in an omnibus account, particularly when such funds are transferred and held outside of the Seychelles.
- 16.4. Client's money may be held on the Client's behalf with a third party located within or outside Seychelles. The legal and regulatory regime applying to any such person outside Seychelles will be different from that of Seychelles and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in Seychelles or by the Company directly. The Company will not be liable for the insolvency, acts, or omissions of any third party referred to in this paragraph.
- 16.5. The third party to whom the Company will pass money may hold it in an omnibus Account and it may not be possible to separate it from other Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of Client and our other clients, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client and all other clients with claims in respect of the relevant Account. The Company does not accept any liability or responsibility for any resulting direct or consequential losses.
- 16.6. Upon signing or acceptance of the Agreement, Client hereby authorizes the Company to process any deposits and withdrawals from the Client Bank Account(s) on behalf of the Company including and without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Client Agreement, and all amounts which are payable by or on behalf of the Client to the Company or any other person.

## 17. COMMUNICATIONS

- 17.1. Messages, reports, notifications and other information from the Company can be communicated to the Client by any of the following:
- (a) Putting it on company's website (<https://tradetaurex.com/>);
  - (b) reports on trading platforms;
  - (c) via electronic message using the email address entered during Account opening;
  - (d) post service;
- 17.2. Any outgoing correspondence of the Company is considered to be sent to the client after the process of transferring to the delivering services or when the information is received by

transferring agent (Internet-provider for instance) for sending it to the clients no matter if it is received by client or not. Ingoing correspondence are considered to be delivered when it is received by the addressee in the Company.

- 17.3. The Client must inform the Company on any changes connected with the post address or other register information immediately by e-mailing us at: [info@tradetaurex.com](mailto:info@tradetaurex.com)
- 17.4. Orders on the trade Account must be performed only via trade terminal or via phone, if there is no access to the trade terminal. The client is responsible for security of the password received by him from the Company. This password will allow him to gain access to the trade Account. Any transaction performed using the password is considered by the Company to be right, even if the password was used illegally by third party.

## 18. TRADE ACKNOWLEDGEMENTS and REPORTS

- 18.1. Transactions, performed online, are acknowledged when the transaction is finished. Transactions performed via phone are acknowledged immediately in oral form and through the online trading systems in the next 24 hours. Reports and acknowledgments of the Client's orders and transactions are considered to be correct and finished. The Client can object to any transaction via phone or via e-mail [info@tradetaurex.com](mailto:info@tradetaurex.com) no later than 24 hours after the transaction has been performed. Objections may be accepted following the Company's acknowledgment of receiving and considering it via e-mail.
- 18.2. The Client's refusal to objections on transactions appears to be acknowledgment and Agreement to all the actions performed by the Company. The Client understands and agrees that any mistakes that lead to losses or profits on his Account will be corrected, and the balance of his Account will be returned to the point before the mistake occurred, as if there was none.

## 19. INTERNET and ELECTRONIC TRADING

- 19.1. The Company shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility, whether belonging to the Company, client, any market, or any settlement or clearing system when the Client trades on line via Internet.
- 19.2. The Client is obligated to keep passwords secret and ensure that third parties do not obtain access to the trading facilities. The Client will be liable to the Company for trades executed by means of the Client's password even if such use may be wrong

## 20. LIABILITY and INDEMNITY

- 20.1. The On-Line Facility is provided “as is” and neither we nor any of our Service Providers makes any representations or warranties of any kind whatsoever regarding (i) the availability, accuracy or completeness of the On-Line Facility, (ii) the results to be obtained by you or anyone else from the use of the On-Line Facility, and (iii) any third party content accessible on or through the On-Line Facility.
- 20.2. The Client shall be solely responsible for providing accurate and up-to-date banking and payment details, and shall be solely liable for any loss of funds resulting from the Client providing inaccurate or outdated details. The Company shall make all reasonable efforts to return the Client’s funds to the Client.
- 20.3. We, our Affiliates, directors, officers, employees and/or agents will not be liable, up to the extent permitted by Applicable Law and Regulations, for any loss or damage suffered or incurred by you arising directly or indirectly out of or in connection with:
- (a) Any delay or change in market conditions between the time that you placed the order on the trading platform and the time that the position was executed;
  - (b) any delay or interruptions caused by any computer viruses, spyware, malware, or cyberattack that may affect your computer or other equipment;
  - (c) communication failures, disruptions, errors, distortions, latency or delays that you may experience when trading on the trading platform; and/or
  - (d) maintenance to our systems, including the trading platform.
- 20.4. You agree to indemnify and hold us, our Affiliates, our Service Providers, and any of our or their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, (including direct, indirect or consequential loss or loss of profits) incurred by us in connection with the provision of our Services to you provided that any such liabilities, losses, damages, costs and expenses have not arisen from our fraud, gross negligence or wilful misconduct.
- 20.5. The Company and its Affiliates are not liable for incidental, special, consequential, indirect or punitive damages for any reason (including loss of data or other business or property damage), even if Customer asserts that there is such a claim. The aggregate liability of the Company and its Affiliates shall not exceed the fees that Customer has paid under this Agreement during the thirty (30) days immediately preceding the date on which Customer first asserts the applicable claim.

- 20.6. The Company will not be held responsible for any loss or damage caused, directly, indirectly, by any events, actions or omissions beyond our control including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in, delay or failure of any transmission, communication or computing facilities.
- 20.7. We shall not be liable for any breach of obligation or default of any counterparty, intermediate broker, bank, custodian, and sub-custodian, market or market operator, exchange, clearing house, depositary, introducing broker or other third party with whom you do business.
- 20.8. Should quoting, execution, payment errors, system errors, or other errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade that is not representative of fair market prices, an erroneous price quote from a trader, such as but not limited to a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate data feeds provided by us or third-party vendors, we will not be liable for the resulting errors in Account balances or trading losses. The foregoing list is not meant to be exhaustive. In the event of quoting, execution, payment, or system errors, we reserve the right to make the necessary corrections or adjustments on the Account involved. Any dispute arising from such quoting, execution or other errors will be resolved by us in our sole and absolute discretion.
- 20.9. Internet Connectivity delays and price feed errors sometimes create a situation where the prices displayed on the trading platform or liquidity connection do not accurately reflect the market rates. We do not permit the practice of latency arbitrage or taking advantage of these internet delays. Transactions that rely on price latency arbitrage opportunities may be revoked. We reserve the right to make the necessary corrections or adjustments on the Account involved in our sole and absolute discretion. Please consult the "Market Abuse" clause herein for more details.
- 20.10. The Client acknowledges and agrees that the use of Expert Advisors (EAs), trading tools, signal providers, automated trading systems, or any other marketed products, third-party software or tools in connection with their trading account is entirely at the Client's own risk. The Company does not guarantee the performance, functionality, or accuracy of any EA or other third-party software used by the Client. The Company shall not be held liable for any losses, damages, or adverse financial consequences resulting from the use of EAs or automated trading systems, including but not limited to execution errors, software malfunctions, performance, market conditions, and any inherent risk associated with using third-party software and trading tools.
- 20.11. We shall have no obligation to contact you to advise upon appropriate action in light of changes in market conditions or otherwise. The foreign exchange market is highly speculative and volatile. Following execution of any transaction, you are solely responsible for making and maintaining contact with us for the purpose of monitoring the position and ensuring that any further

instructions are given on a timely basis. We shall not be responsible for any loss caused directly, indirectly, actually or alleged as a result of any inability or failure by you to do so.

20.12. You acknowledge that:

- (i) Any market information or third party products marketed to you by or through us or any Affiliate does not constitute advice or an offer to sell or the solicitation of an offer to buy any rolling spot foreign exchange contract;
- (ii) such information or recommendations made by a third party, although based upon information obtained from sources believed by us to be reliable, may be based solely or partly on a third party's opinion and that such information may be incomplete and may be unverified; and
- (iii) we make no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or recommendation furnished to you by a third party. You acknowledge that we make no representations concerning the tax implications or treatment of transactions entered into by you.

## 21. RIGHTS OF SET-OFF

- 21.1. If any losses incurred by us, monies owed to us, or debit balances in relation to your Account (including without limitation, a negative balance on your Account) exceeds all amounts held by us in relation to that Account, you must pay such excess to us whether demanded or not.
- 21.2. To the extent permitted under Applicable Law and Regulations and without prejudice to any other rights to which we may be entitled, we have the right to deduct (set-off) any money, profits, and/or liability that you owe us or our Affiliates:
  - (a) From the money in your Account; and/or
  - (b) by closing any or all of your open positions, whether at a loss or at a profit, and subsequently liquidating your Account for the liability payable by you.
- 21.3. If you have more than one Account, we have the right to set-off any money or liability that you owe us under one Account from the money available in your other Accounts, or by closing any or all of your open positions, whether at a loss or at a profit, and subsequently liquidating your other Accounts.
- 21.4. Where we reasonably suspect that you have colluded with other clients to conduct improper or unfair trading practices, or are involved in some form of Market Abuse (including but not limited to the forms of Market Abuse detailed in clause 26), we may similarly set-off any money or liability available in your Accounts in accordance with this clause 21.

- 21.5. To the extent permitted under Applicable Law and Regulations and without prejudice to any other rights to which we might be entitled, we shall have a general lien on the products that we hold for you and the money in your Accounts, until any money, fees, charges and liabilities that you owe to us are paid. Your money will continue to be treated as client money, and your assets will continue to be treated as client assets, in accordance with these Terms and Conditions and any applicable Schedules and client money rules, until the point in time where there is an “Event of Default” and where we subsequently decide to exercise our rights under the general lien.
- 21.6. We have the right to set-off any money or liability that you owe us under one Account against the balance available in your other Accounts, or from the proceeds of the sale of products that we hold for you in your other Accounts.

## 22. CURRENCY and PRICE FLUCTUATIONS

- 22.1. If Client directs the Company to enter into any foreign exchange transaction:
- (a) Any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Client's Account and risk;
  - (b) all initial and subsequent deposits for margin purposes shall be made in U.S Dollars, or another currency which the Company may choose to accept, in such amounts as the Company may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit;
  - (c) the Company is authorized to convert funds in Client's Account for margin into and from such foreign currency at a rate of exchange determined by the Company in its sole discretion on the basis of the prevailing money market rates.
  - (d) any negative Equity caused by the price gaps either at the opening or during market hours, Client agrees to fulfil all the negative Equity in his Account by the time the positions are liquidated.

## 23. CONFLICT of INTEREST

- 23.1. Taurex and its Affiliates provide services in respect of a wide range of investment related activities to many different clients, some of which we or another Taurex affiliated entity may have an interest, relationship or arrangement that is material in relation to a transaction effected with or for you (or the investment that is the subject of the transaction) or that could give rise to a conflict of interest.

- 23.2. We shall not be obliged to disclose to You or take into consideration any fact, matter or finding that might involve a breach of duty or confidence to any other person, or that 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.

## 24. SWAP-FREE ACCOUNTS

- 24.1. Leveraged CFD and Forex contracts enables clients to trade on margin without having to hold sufficient funds to cover the full contract value of their position(s). When a trade is opened, an initial deposit requirement is calculated as a proportion of the full contract value and must be held as cleared funds within the dealing Account. Therefore, each trade carries with it an element of lending or borrowing, reflecting the difference between the full contract value and the notional value. Financing, interest, and/or swaps, are applied to open positions daily at the close of business as a consequence of trading on margin.
- 24.2. If a Client cannot pay or receive financing, interest, or swaps due to their observance of Islamic religious beliefs, or where the Client is a resident of Malaysia, they may request a 'Swap-Free Account'.
- 24.3. Swap-free accounts are provided to Clients who are resident in the following territories for the period(s) specified below:
- (i) Malaysia – 30 calendar days
  - (ii) Thailand – 30 calendar days
  - (iii) Vietnam – 30 calendar days
  - (iv) Brunei – 10 calendar days
  - (v) Indonesia – 10 calendar days

Upon request, residents of the following countries may receive swap-free accounts, subject to Taurex's sole and absolute discretion: Algeria, Bahrain, Chad, Egypt, Iraq, Jordan, Kuwait, Lebanon, Mali, Mauritania, Morocco, Niger, Nigeria, Oman, Pakistan, Qatar, Saudi Arabia, Sierra Leone, Tunisia, UAE.

All Clients of Islamic faith are eligible to receive a swap-free account for a period of 10 calendar days. The Company may, at its sole and absolute discretion, elect to shorten or extend the period for which the swap-free account is offered to the Client. The Company reserves the right to request adequate justification and/or proof of the necessity or need for such an account type. The Company reserves the right, in its sole discretion, for any reason whatsoever, and without justification or explanation, to refuse a request to convert an Account to swap-free status.

- 24.4. Furthermore, the Company reserves the right to revoke the swap-free status granted to any real trading Account at any time without being obliged to provide any explanation or justification, and

in its sole discretion close any open positions and/or the Account(s). Such action may be taken based on, but is not limited to, the following criteria: the Client's trading history, products traded, market conditions, and the length of time that trades are held open.

24.5. Furthermore, in the event that the Company, in its opinion, detects any form of abuse, fraud, manipulation, 'interest'/'cash-back arbitrage', or any other form of deceitful or fraudulent activity in regard to any and all swap-free Accounts held by the Client, the Company reserves the right, without prior verbal or written notice, at any time, to take the following actions:

- (i) With immediate effect, to revoke the swap-free status from any and all real trading Accounts of such Client;
- (ii) correct and recover any un-accrued Swaps and any related un-accrued interest expenses and/or costs pertaining to any and all of such Client's swap-free trading Accounts during the period for which such Accounts were live;
- (iii) apply a commission, swap, or other fee to any open or new positions;
- (iv) convert any swap-free Accounts to normal trading Accounts;
- (v) prohibit or limit hedging positions; and/or
- (vi) with immediate effect, close all trading Accounts held by the Client with the Company, nullify all trades carried out in the Client's trading Accounts with the Company and cancel any and all profits or losses garnered in Client's trading Accounts with the Company.

The Customer hereby acknowledges that he/she shall bear all costs derived from the aforementioned actions, including but not limited to, the cost of the change of the spread.

## 25. TERMINATION

25.1. This Agreement shall remain in effect unless and until terminated either by the Client or the Company. Client may terminate this Agreement and close his or her Account at any time if each of the following conditions are fulfilled:

- (1) All of Client's trades are closed;
- (2) Client has no liabilities held by or owed to the Company;
- (3) the Company receives written request to terminate; and



- (4) no new trades are opened before the Client's Account is closed by the Company.
- 25.2. The Company may, in its sole discretion, at any time and for any reason, terminate this Agreement and close Client's Account at any time and without notice, and accordingly deny you access to the Company's websites provided that such termination shall not affect any transactions initiated prior to termination of the Agreement.
- 25.3. Termination by either Party will not affect any obligation which has already been incurred by either Party in respect to any Open Position or any legal rights or obligations which may already have arisen under this Agreement, or any Transactions and deposit/withdrawal operations made thereunder.
- 25.4. The Company reserves the right, at its sole and absolute discretion and for any reason whatsoever, to change Client's Account type upon giving three (3) days' written notice (the "Account Change Notice Period"). As part of the Account change, Client may select an Account type from the Account options provided by the Company. If the Company does not receive Client's agreement to change the Account type during the Account Change Notice Period, then the Company may suspend or close Client's Account immediately upon the expiration of the Account Change Notice Period. As a condition of moving to the new Account type, Client shall be required to accept the Terms & Conditions that are applicable to the new Account before they can continue their trading activity.
- 25.5. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable, including (without limitation):
- (1) All outstanding costs, fees, payments made in error, and/or any other amounts payable to the Company, which the Company may recover by setting off the Client's liabilities owed to the Company against the balances in the Client's Account(s);
  - (2) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring back the Client's investments and any other related fees;
  - (3) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
  - (4) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
  - (5) any damages which arose during the arrangement or settlement of pending obligations.
- 25.6. Once notice of termination of this Agreement is sent or upon termination, the following shall apply:

- (1) The Client will have an obligation to close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions at current quotes;
- (2) the Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;
- (3) the Company will be entitled to refuse to open new positions for the Client;
- (4) the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

25.7. Upon termination, the Company shall have the following rights:

- (1) The Company has the right to combine any Accounts of the Client, to consolidate the balances in such Client Accounts and to set off those balances with obligations of the Client towards the Company;
- (2) the Company has the right to close the Client Account(s);
- (3) the Company has the right to convert any currency;
- (4) the Company has the right to close out the Client's Open Positions at current Quotes;
- (5) in absence of illegal activity or suspected illegal activity of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's instructions to the Company. It is understood that the Company will affect payments only to an Account in the Client's name. The Company has the right to refuse, at its discretion, to effect third party payments.

## 26. MARKET ABUSE

26.1. The Company strictly prohibits any form of market abuse by its clients, including but not limited to the following trading activities:

- (a) **Scalping:** Clients are prohibited from engaging in rapid buying and selling of financial instruments within short timeframes to profit from price movements. Such practices disrupt market integrity and are considered abusive.
- (b) **Insider Trading:** Clients are strictly forbidden from trading based on non-public, material information. Insider trading undermines market fairness and is illegal under Applicable Laws and Regulations.
- (c) **Swap-Free Abuse:** Clients must adhere to the terms and conditions of swap-free Accounts without engaging in manipulative practices aimed at exploiting this feature for unfair advantage. Any misuse of swap-free Accounts, as determined in Taurex's sole discretion, shall be considered abusive behavior.
- (d) **Spoofing:** Clients are prohibited from placing orders with the intent to cancel them before execution to deceive other market participants. Spoofing distorts market prices and is considered market manipulation.
- (e) **Churning:** Clients are prohibited from excessive trading in their Accounts solely for the purpose of generating commissions or fees, as determined by Taurex in its sole discretion.
- (f) **Arbitrage:** Clients are prohibited from exploiting price discrepancies across different markets or platforms in a manner that undermines market integrity. This also includes but is not limited to Clients who take advantage of price movements in the market by acting in unison with other parties. What amounts to arbitrage shall be determined by the Company in its sole and absolute discretion.

26.2. The Company reserves the right to take appropriate action, including but not limited to Account suspension, termination, correcting, recovering, and/or applying costs to any amounts generated from any form of market abuse, termination of any promotions, and legal proceedings, against any Client found to be engaging in market abuse activities. Clients are responsible for familiarising themselves with and complying with all relevant laws, regulations, and the Company's policies regarding market conduct.

## 27. INACTIVITY FEE AND ACCOUNT CLOSURE

- 27.1. Where no Activity has occurred on Client's Account for 90 calendar days or more, your Account will be considered inactive. Once the Company has notified you that your Account is inactive, the Company may charge a monthly fee of USD 20 at the end of each calendar month on inactive Accounts. If the balance on your inactive Account is USD 20 or less, the Company may retain the balance or deduct it from any amounts owed to the Company. Any balance that is retained by the Company on an Inactive Account is non-refundable.
- 27.2. In line with the Termination clause, if we deem it necessary to terminate our relationship with you, we may in our sole discretion, without notice to you, do one or more of the following:
- (a) Claim any money you owe us under a Position related to improper trading activity or violation and close your Account;
  - (b) if you were involved in any violation or breach of these Terms and maintain USD 20 or less, then we reserve the right to deduct this amount, which shall be non-refundable to the Client;
  - (c) close any open positions; and/or
  - (d) suspend or close the Account.

## 28. MANAGED ACCOUNTS

- 28.1. At the Client's written request the Company may allow a third party, selected by the Client, to be the Client's attorney (the "Attorney"). The Attorney shall be authorized to perform the following actions:
- To operate the Client's Account, including entering into, modifying, and/or closing transactions;
  - to set, edit, and / or delete all dealing preferences relating to the Account;
  - to enter into any agreements with the Company on behalf of the Client;
  - to request trade confirmations, account statements, and access all information related to the Client's Account(s);
  - take all necessary actions for trading, including leveraging and margin trading, at the Client's risk;
  - transfer money between the Client's Accounts that are held with the Company; and/or
  - to receive direct communications from the Company regarding the Client's Account(s).

The Attorney's authority extends to all assets held in all of Client's Accounts for which the Attorney has been designated. Taurex shall not monitor or supervise the Attorney's trading decisions and is not liable for any losses incurred due to the Attorney's actions.

- 28.2. Where the Client wishes to have its Account managed by a third party, the Client must submit a Limited Power of Attorney between the Client and the Attorney to the Company. What shall be deemed an acceptable document for this purpose shall be determined by the Company in its sole and absolute discretion. By furnishing the Company with a Limited Power of Attorney, the Client grants consent and authorizes the Company to share with the Attorney all information in the Company's possession concerning the Client's Account.
- 28.3. The Client agrees to reimburse the Company for any loss, damage or expense incurred by the Company as a result of:
- (a) The Company's execution of instructions from the Attorney that exceed the authority granted in the Limited Power of Attorney; or
  - (b) The Attorney's breach of any term of the Limited Power of Attorney.
- 28.4. Where the Client agrees to compensate the Attorney directly from the Account, the Company may deduct funds from the Client's Account(s) for deposit into the Attorney's account as payment for agreed fees, including performance fees calculated on a high-watermark basis.
- 28.5. The Client authorizes the Company to accept all instructions given to it by the Attorney, whether orally or in writing, in relation to the Account(s). The Company is authorized, but not required to, conduct further inquiry or seek authorization from the Client or further clarification from Attorney or Client regarding any instruction from Attorney for Client's Account(s).
- 28.6. **ROLE OF TAUREX - DISCLAIMER AND WAIVER OF LIABILITY:** CLIENT ACKNOWLEDGES AND AGREES THAT THE ATTORNEY WAS SELECTED SOLELY BY CLIENT AND HAS NOT BEEN RECOMMENDED, VETTED OR ENDORSED BY TAUREX. ATTORNEY IS NOT EMPLOYED BY OR REGISTERED OR ASSOCIATED WITH TAUREX. TAUREX WILL NOT INVESTIGATE OR JUDGE THE COMPETENCE OR INTEGRITY OF THE ATTORNEY OR MONITOR THE ACTIONS OF THE ATTORNEY OR OF ANY SUB-MANAGERS. TAUREX WILL NOT REVIEW THE ATTORNEY'S RECOMMENDATIONS OR JUDGE THE SUITABILITY OF ANY TRADING OR INVESTMENT RECOMMENDATION OR DECISION OF THE ATTORNEY OR SUB-MANAGER OR CLIENT. TAUREX DOES NOT PROVIDE MANAGEMENT SERVICES TO ATTORNEY OR CLIENTS AND WILL NOT PROVIDE INVESTMENT OR TRADING OR TAX ADVICE REGARDING THE ACCOUNT.
- 28.7. Client and Attorney agree to indemnify and hold the Company, its affiliates, successors, assigns, and their respective directors, officers, employees, and managers harmless from all claims, actions, costs, and liabilities, including attorney's fees, arising from their reliance on this Authorization, execution of Attorney's instructions, any breach of Agreement, or the performance/non-performance of Attorney's services. This includes any trades or actions by the Attorney or sub-manager in Client's Account(s), and any dispute involving the Attorney, sub-

manager, or Client. The Company's rights under this indemnification are in addition to those in other agreements with Client and/or Attorney.

- 28.8. Client's Attorney is independent from the Company and is not an employee or an agent of the Company. The Company is not liable for the trading decisions or actions of the Attorney and the Client agrees not to bring lawsuits or claims of any kind against the Company for actions or trading decisions of the Client's Attorney.
- 28.9. The Company hereby notifies the Client that the Attorney is not an employee, fund manager, or representative of the Company and further that the Attorney does not have any power or authority to act on behalf of the Company or bind the Company in any way.
- 28.10. The Client acknowledges and agrees that, by granting the Attorney access to the Company's online trading system, the Company reserves the right to impose limits, controls, parameters, or other restrictions on the Attorney's use of the system. The Client further accepts that, if the Company decides not to impose such limits or controls, or if those limits or controls fail for any reason, the Company will not oversee or control the instructions provided by the Attorney. In such cases, the Client assumes full responsibility and liability for the Attorney's actions.
- 28.11. The Client may revoke this authorization by providing written notice to the Company and the Attorney. **Revocation takes effect two (2) business days after receipt. The Company reserves the right to terminate this Agreement or cease accepting instructions from the Attorney at its sole discretion, with reasonable notice to the Client.** Client and/or Attorney agree(s) to notify the Company immediately, in writing at [support@tradetaurex.com](mailto:support@tradetaurex.com), if Client or Attorney terminates, dies, becomes incapacitated, modifies or revokes this authorization, in order to amend or terminate the Attorney's authority. Termination does not affect transactions and instructions executed prior to the effective date. The Client acknowledges that it will remain liable for all instructions given to the Company prior to the revocation being effective and will be responsible for any losses incurred on any positions that are open at such time. The Client remains liable for all fees due until the termination date. The Client assumes full control of the Account upon termination.

## 29. INTRODUCING BROKERS, FUND MANAGERS, AND SERVICE PROVIDERS

- 29.1. Where the Client has been referred to the Company by an introducing broker, fund manager, or has used a third-party system, course, program, software, or trading platform provided by a service provider of the Company, the Company shall not be liable for any promises, advice, or agreements made between the Client and the Client's introducing broker, fund manager, or service provider. The Client acknowledges that these parties are not authorized to make any representations regarding the Company or its services.

- 29.2. Where the Client has been referred to the Company by an introducing broker, the Client may be eligible to receive a portion of the introducing broker's earned rebates. The introducing broker may, at their discretion, choose to provide cashback to the Client and may determine the percentage of the rebates that will be allocated for this purpose. The introducing broker may also elect to offer different cashback percentages for different Clients or Accounts.
- 29.3. Introducing brokers are under no obligation to provide cashback to any Client and may elect, at their discretion, to offer or withhold cashback at any time, based on their individual arrangement with the Client.
- 29.4. The Company makes no representations for the accuracy or completeness of any information, advice, or product that the Client may have received or may receive in the future from an introducing broker, fund manager, and/or service provider.
- 29.5. The Client understands and acknowledges that the introducing broker, fund manager, and/or service provider may not be regulated by any government agency or regulatory authority, and the Company does not endorse or vouch for the services offered by these parties. It is the Client's responsibility to assess the introducing broker, fund manager, and/or service provider before using their services.
- 29.6. The Client's agreement with its introducing broker, fund manager and/or service provider may result in additional costs for the Client as the Company may pay fees or commissions to such person or entity directly from the Client's Account. Such fees or commissions may be paid based upon the Client's trading activity and withdrawn from the Client's Account. The payment of such compensation to the introducing broker, fund manager, and/or the service provider may result in the Client being subject to a mark-up, beyond the spreads normally imposed by the Company. The Client, alongside the introducing broker, fund manager, and/or service provider, as applicable, are entirely responsible for assessing and determining whether the fees charged in relation to their trading activity are suitable for the Client. The Company strictly acts as a custodian and execution broker, and is not responsible for the commissions, fees, and/or charges paid by the Client.

## 30. CASHBACK to INTRODUCED CLIENTS

- 30.1. Clients introduced to the Company by an Introducing Broker (“IB”) may be eligible to receive cashback as a portion of the rebates and commissions payable to their IB. This cashback feature is discretionary and may be enabled solely at the IB’s election upon receipt of payment from the Company.
- 30.2. Where enabled, any cashback amount due to the Client will be credited directly to the Client’s wallet with the Company. The specific percentage of cashback shall be determined and communicated by the IB. The Company assumes no responsibility or liability for the payment, timing, or calculation of cashback beyond depositing such amounts into the Client’s wallet as instructed by the IB.

## 31. DISCRETIONARY ACCOUNTS

- 31.1. The Client acknowledges that neither the Company nor its staff trade on a discretionary basis. If a staff member of the Company approaches the client to trade the client Account on a discretionary basis the clients must reject such an offer and inform the Company immediately.

## 32. GOVERNING LAW and JURISDICTION

- 32.1. This Agreement shall be governed by and construed in accordance with the laws of the Seychelles. The Client hereby submits to the non-exclusive jurisdiction of the courts of the Seychelles.

## 33. PREVAILING LANGUAGE

- 33.1. If any of the terms or conditions set forth within this Agreement were to be translated into a language other than English, then the English version will be controlling in all respects and will prevail in the event of discrepancies and/or inconsistencies between the English and translated versions, if any. Client hereby agrees that under no circumstances shall the Company be responsible for any damage or loss caused by any error, inaccuracy, misunderstanding, or misspelling resulting from or related to translations of this Agreement.

## 34. RISK DISCLOSURE and CLIENT ACKNOWLEDGEMENT

- 34.1. The risk of loss in investing in leverage (margin) traded markets can be substantial. You should carefully consider whether such investments are suitable for you in the light of your circumstances and financial resources.



34.2. If you have pursued only conservative forms of investment in the past, you should study currency trading further before continuing an investment of this nature. You could lose all funds you deposit as initial margin as well as substantial amounts of capital when trading currencies if the market goes against your investment. You may also be liable for losses that exceed the amount of margin you post. If you wish to continue with your investment, you confirm that the funds you have committed are purely risk capital and loss of 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 currency investments, and your obligations to others will not be neglected should you suffer investment losses.

34.3. You should be aware in particular of the following points:

### 1. Leverage

High Leverage and low Margin can result in significant losses due to small price fluctuations in the traded products. High Leverage allows the Customer to assume more risk, magnifying both losses and profits; which can result in loss up to and in excess of Deposits and Margin. The Customer must consider that if the trend on the market is against him/her the Customer may sustain a total loss of the initial margin funds and any additional funds deposited to maintain open positions. The Customer is responsible for all his/her risks, financial resources he/she uses and for the chosen trading strategy.

### 2. Market Risk

Because of sharp and substantial changes in currency rates the Client's orders may be executed at the rates which differ significantly from stated in the orders. For example, in the case when the price breaks out of the trading range and leaves on the chart an empty space with no trading activity (such situation is called gap). The order will be executed at the price first appeared after gap. Likewise placing orders for reducing losses/profits may be inefficient as market conditions may make it impossible to execute these orders.

### 3. Technical Risk

The Client accepts the risk caused by software or telecommunications facilities failures as well as by other technical problems. The Company is not responsible for Client's losses sustained due to non-observance of instructions included in the Ghost Trader client terminal user guide. The Client accepts the risk of executing unplanned trading transactions in the case of repeating an order before the last order processing results were received. The Client must keep passwords and ensure that third parties will not have access to the trading system. The Client will be subject to the trading obligation, assumed by him/her on the one part and by the Company on the other part, executed using Client's password even if the password was

used by a third party. The Client realizes that the information en Clair (sent via email, instant messenger service) is not protected from unauthorized access.

#### 4. Force Majeure

The Company is not responsible for Client's losses sustained due to force majeure such as ( included but not limited to ): acts of wars, riots, civil disorders, labor disputes, blockades, embargoes, terrorist activities, civil insurrection, rebellions or revolutions natural disasters, financial market trading stops, currency interventions, government decisions, instability on financial markets with rapid drops of liquidity, and other significant changes of counter agents working process or any other similar cause beyond the reasonable control of such party.

The brief statement above does not disclose all the risks of investment in margin trading markets. You should be responsible and carefully consider such investment before you commit funds for trading on margin.

34.4. The Client acknowledges that:

1. The client confirms and agrees that he/she has read all the pages and understood the Client Agreement, Risk Disclosure Statement and acknowledges it.
2. They are the beneficial owner of all monies deposited with the Company and, if not wholly owned then Client will request approval from the Company.
3. They confirm that it does not have any disputed Accounts or unsolved issues.
4. The Client confirms that all information provided pursuant to this Agreement is accurate and true.

## 35. SIGNATURE and ELECTRONIC COMMUNICATIONS

- 35.1. Subject to Applicable Laws and Regulations, if electronic signatures are used in communication between us, such communication is binding as if it were in writing. Orders or instructions given by you via e-mail, phone, or other accepted electronic means, will constitute evidence of the Orders or instructions given.
- 35.2. Acceptance of these Terms or other documents including the Company's policies via electronic means such as, but not limited to, tick box on the Website and Portal, or acceptance through email or on the Platform shall constitute evidence of your acceptance of these Terms, policies, and other legal documents, respectively.
- 35.3. The Company may from time to time update its Terms and Conditions, policies, and other agreements. The latest version of the Terms will be posted on our website ([www.tradetaurex.com](http://www.tradetaurex.com)). Your continued access or use of our Services after any changes to the Terms constitutes your acceptance of the updated Terms.