This Agreement contains the terms and conditions governing your relationship with pcmgate.co and all transactions in the trading platform that pcmgate.co grants your access to. In this Agreement, You are referred to as “Trader” or “you”. pcmgate.co may also be referred to as \"Company\" or “we” or “our” or “us”. No signature is required to validate acceptance of this Agreement and by ticking “I accept” in the tick box below, you agree that you have read and understood this agreement and are bound to it.

Please read this Agreement carefully as it contains important information concerning your and pcmgate.co’ rights and obligations in relation to the Trading Access we agree to provide to you to our Trading System. Please let pcmgate.co know as soon as possible if there is anything which you do not understand.

1. General Information

1.1 Information about Us. pcmgate.co is a trading style of PCM.

1.2 Our terms. Subject to the terms and conditions of this Agreement and acceptance of your application to access a trading platform with us, we will maintain one or more trading platform with your name attached to it and will provide you execution-only trading access for transactions with prices derived from the markets that may include exchanges, over-the-counter foreign exchange markets, and effect Rolling Spot Forex Transactions, Commodity and CFD Transactions and such other products/sources 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 Agreement, as amended from time to time.

1.3 Our Capacity. We will deal with you as principal unless we inform you that we are dealing with you as agent generally or with respect to any Transaction or class of Transactions.

1.4 Your Capacity. You will enter into Transactions as principal unless otherwise agreed in writing by us.

1.5 Language of Communications. You may communicate with us in English. All pcmgate.co standard documents will be available in English. If a document is translated into another language this will be for information purposes only and the English version will prevail.

1.6 Commencement. This Agreement supersedes any previous agreement between us on the same subject matter and takes effect when you signify your acceptance of this Agreement by executing the Trading Platform Application in consideration for the trading access we may provide including the provision of market and price information on Financial Instruments. By executing an order on the Trading Platform Application you confirm that you have read, understood and agreed to be bound by this Agreement with us.

1.7 Withdrawal from this agreement. If you are an individual acting for purposes which are outside your business, trade or profession, you have a period of 14 calendar days from acceptance of this Agreement to withdraw from this Agreement without penalty and without giving any reason. This right of withdrawal shall not apply following any Transaction executed under this Agreement which will thereafter remain binding upon you.

1.8 Amendments. We may amend this Trader Agreement without giving written notice to you by post or email. Each amendment will become effective on the date they are done and will be deemed accepted if and when you place an Order in the trading platform after the date on which the amendment becomes effective. Any amendment requested by you must be agreed in a formal amendment agreement by us. Unless expressly agreed otherwise, an amendment will not affect any outstanding Order or Transaction or any legal rights or obligations which may already have arisen. If you do not wish to accept any amendment made by us you may by notice to us close any of your open Transactions and trading platforms in accordance with this Agreement.

2. Risk Disclosures

2.1 The Risk Notice sets out the particular investment risks of investing in any financial instruments. Your execution in the Trading Platform Application will be treated as your informed acknowledgment that you have carefully read and are prepared to accept the risks outlined in the Risk Notice. If there is anything you do not understand it is recommended that you seek specialist independent financial and/or legal advice, in particular, regarding the suitability of any financial instrument trading.

2.2 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; and

(b) If the market moves against your position or Margin rates are increased there may be insufficient money in your Trading Account to satisfy Margin requirements and we may automatically liquidate any or all of your positions at a loss.

3. Classification

3.1 For the purposes of the trading access provided by pcmgate.co under this Agreement, we will treat you as a Trader, who will trade with our funds to the capacity of funds deposited by you, to meet margin money required for your positions, unless you are notified otherwise. You are responsible for all losses that may affect such deposit as a result of your transactions in the trading platform.

4. Applicable Regulations and Market Requirements

4.1 Subject to Applicable Regulations. We may take or omit to take 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.

4.2 Market Liquidity Provider and Market Action. 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, may reasonably 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.

4.3 You acknowledge that you are solely responsible for, and that neither pcmgate.co nor any of its Directors, Staff, Partners, Affiliates, Authorities and/or any person/company related to us including PCM have any responsibility for, your compliance with any laws or Applicable Regulations to your use of the trading access provided by us under this Agreement including, but not limited to, any laws, 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.

5. Execution and Advice

5.1 Execution Only. We deal with you on an execution-only basis and will not make personal recommendations or advise on the merits or suitability of purchasing, selling or otherwise dealing in particular investments or executing particular Transactions, their legal, tax, Trading Accounting or other consequences or the composition of any Trading Account or any other rights or obligations attaching to such investments or Transactions. 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.

5.2 Incidental Information. Where we do provide general trading recommendations, market commentary or other information:

(a) this is incidental to your 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 to advice;

(b) we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the legal, tax or Trading Accountancy consequences of any Transaction; and

(c) 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.

5.3 You acknowledge and agree that you are capable of assessing the merits of and understand and accept, the nature and risks of Transactions entered into under this Agreement and that you do not rely on advice from pcmgate.co in relation to the merits of any such Transaction.

6. Trading Platform Issuance

6.1 Trading Platform must be opened prior to entering into any Transaction with pcmgate.co. No Orders can be placed until a Trading Platform has been opened and cleared funds received. Without prejudice to the foregoing, if pcmgate.co permits you to place an Order notwithstanding that a Trading Platform has not been opened, or cleared funds received, this shall not limit your liability to pcmgate.co pursuant to this Agreement in respect of the Order placed. pcmgate.co may, at its absolute discretion, refuse to accept you as a Trader for whatever reason but will notify you of any such refusal, without giving any reasons, as soon as reasonably practicable. A trading platform will be issued to you only after successfully passing the procedures necessary in the Traders Cabin on Pcmgate.co website.

6.2 You must record information regarding your investment knowledge and experience in the Trading Platform Application form using the Traders Cabin on our website. On the basis of this information assuming that in your own opinion there are no restrictions for you to do so, and in accordance with the Applicable Regulations we will assess whether opening a Trading Platform is appropriate for you. If you are classified as a Trader we will make certain assumptions about the appropriateness of the trading access to be provided, and we will be entitled to assume that you have the requisite knowledge and experience to enter into Transactions. If you do not consider this to be the case, you must make us aware of this prior to entering into any Transactions and provide us with all relevant information as to the level of your knowledge and experience.

6.3 As a condition of opening a Trading Platform we may in our sole discretion, require you to have either: (a) effected Transactions of the type to be executed under this Agreement for at least six (6) months; and/or (b) traded satisfactorily on the Demo Trading System where it is available to you on the Pcmgate.co website.

6.4 You acknowledge and agree that we are entitled to rely upon the information you provide in the Trading Platform Application as true, accurate and complete without an obligation or duty upon us to undertake any further enquiry. Further it is your responsibility to promptly inform us in writing if at any time during your relationship with Pcmgate.co you become aware of any information or circumstances which might reasonably indicate that the basis for our initial assessment has changed.

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

(a) make periodic searches and enquiries about you and any Related Party at credit reference agencies, and your employers and any other relevant parties (as applicable);

(b) disclose information to organizations involved in fraud prevention; and

(c) make 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.

6.6 Trading limits with respect to the size of any Transactions that you may enter into or the amount of any loss or liability you may be exposed to, do not limit or represent your liability for losses to Pcmgate.co, 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.

7. Charges and Payments

7.1 Charges. 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 (\"Commission\"). We may charge a mark-up or mark-down (the difference between the price at which we take a principal position and the Transaction execution price with you). We may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down as well as Swap charges.

7.2 Currency Indemnity. 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 (fully compensate or reimburse) us from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount and currency rate fluctuations in a Currency other than the Currency in which it was due.

7.3 Swap charges are applicable. Amounts may differ on a daily basis and our policy with regards to such charges may differ from time to time. However, our policy will be announced on our websites and forums. It is the trader's responsibility to study such announcements. All account types are subject to SWAPs unless otherwise agreed in writing as an addendum to our broker/trader agreement. We may, as a courtesy to our traders, remove the SWAP charges from some open positions. In such cases and when the position is large and/or kept open for such a period that the SWAP amount cannot be ignored, we will charge the account with the total amount of SWAP for the entire period the position has been kept open. The daily swap will apply for Indices, Stocks, Cryptocurrencies, and all PAMM and Copy Trade trades.

Swaps Terms and Conditions:

We may (at our sole discretion) provide Swap-free privilege to some accounts as a marketing bonus for up to a number of days on an open position. If your account is found eligible for free swap, you may keep a position open for less than the agreed number of days without being charged with a swap fee. In case that position is found open on the last day end , a daily swap will be applied and it will be calculated from day 1 when the position was opened. Swap calculation and deduction will then continue to apply on the subject position and/or on all positions in that account on a daily basis.

Accounts with more than 5 active orders are not eligible for the swap-free privilege.

Swap free is for small lot sizes and large lot size will not have this privilege.

Trading strategies that are based on cost averaging or Martingale are not eligible for swap free privilege.

Abuse and Termination:

Swap-free accounts are to be used in good faith, and traders are advised not to try the swap-free accounts to generate based on this privilege only as a trading strategy. If your account is given a swap-free privilege, this will not affect your other accounts and/or other positions opened in any of your accounts that were opened prior to that and previous swap charges will not be waived.

Pcmgate.co reserves the right to terminate an account's swap-free status at any time.

If we identify (at our sole discretion) that the Swap-free status has been used as the basis of any type of strategy including not limited to martingale, cost averaging, EA etc. to take advantage and profit from this privilege, we reserves the right to proceed with any/all of the below actions:

a) Terminate swap-free conditions on that account and all other accounts that belong to the same trader

b) Charge all accrued swap from the time when the account was converted into swap-free and convert the account to non-swap free type

c) Charge all accrued swaps from the time when the account was converted into swap-free and terminate the client's agreement

d) Cancel all such trades and remove all such illegitimate profits and leave the account with its initial deposit prior to such abuse of the swap free privilege.

7.4. If any trading account does not trade for more than 90 days, an account maintenance fee equal to 1% of the account balance/equity per month (subject to a minimum of USD 1 per day) will be applied beginning from the first inactive month.

8. Trader’s Payments

8.1 No Interest. Unless otherwise agreed, you acknowledge and agree that no interest will accrue on any cash balance in your Trading Platform and that Pcmgate.co will not be liable to pay you any such interest.

8.2 Base Currency. United States Dollar is the base currency of your Trading Platform (the “Trading Platform Base Currency”). Any sums deposited in your Trading Platform, if in a Currency other than the Trading Platform Base Currency, may be converted to that Trading Platform Base Currency at the prevailing conversion rate as designated by us unless alternative instructions from you are accepted by us. If any interest costs, commission and other charges to be debited to your Trading Platform are in a Currency other than the Trading Platform Base Currency they may be converted to that Trading Platform Base Currency at the prevailing conversion rate as designated by us.

8.3 All payments from your Trading Platform will be made on your request in the Trading Platform Base Currency. 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 any Margin requirements and any unrealized losses in relation to any open Transactions on your Trading Platform. Bonuses are exempted from such calculations.

8.4 You shall deposit funds to the trading account from your bank accounts only. No third-party money shall be transferred to the trading account we provide you. Shall it be discovered that third-party funds have been deposited to the trading accounts we provided you, such funds, including any profit or loss shall be transferred to the sender of such funds only and you will have no rights to claim any of such amounts. No instructions to pay a third party from your Trading Platform will be accepted by us unless otherwise agreed in writing by us.

8.5 You agree to make payments due to us under this 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;

(b) any payment made to us will only be treated as received when we receive cleared funds;

8.6 Significant currency conversion rates are not allowed to be used as a source of income for a trader. If the currency rate at the time of depositing funds is significantly different with the rate at the time of withdrawal, The Company reserves the right to apply a fair rate of conversion that can be the same rate at the time of deposit. Further, if a deposit is made in to a trading account and the trader attempts to withdraw the funds with no significant trading activity but rather at a significantly different conversion rate, The Company may convert the funds at a fair rate that may be the deposit rate. The final decision on the currency conversion rates related to this point is at sole discretion of The Company.

9. Joint Trading Platforms

9.1 Joint Trading Platforms. If more than one natural person executes this Agreement ("Joint Trading Platform"), all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement (which means, for example, that any one person can withdraw the entire balance of the Trading Platform, and in the case of a debit balance or debt owed on the Trading Platform to us, each Trading Platform holder is responsible for the repayment of the entire balance and not just a share of it).

9.2 We shall be entitled to treat each Trading Platform holder of a Joint Trading Platform as having full authority (as if they were the only person entering into the Agreement) on behalf of the others to give or receive any instruction, notice, request or acknowledgement without notice to the others, including an instruction to liquidate and/or withdraw investments from the Trading Platform and/or close any Trading Platform) however we may in our sole and absolute discretion, require an instruction request or demand to be given by all Joint Trading Platform holders before we take any action.

9.3 One Trading Platform holder may request us to convert the Trading Platform into a sole Trading Platform. We may (but shall not be obliged) require authority from all Joint Trading

Platform holders before doing so. Any person removed from the Trading Platform will continue to be liable for all obligations and liabilities under the Agreement relating to the period before they were removed from the Trading Platform.

10. Managed Trading Platforms (Including PAMM and Trade Copy Accounts)

10.1 You may appoint a third-party to manage your Trading Platform or your Trading Platform's trading strategy on your behalf ("a Trading Platform Manager") and you represent and warrant that the third-party has all required regulatory consents, permissions, registrations or licenses that may be necessary to act in this capacity ("Regulatory Consents"). We shall be under no obligation to verify the authority of a Trading Platform Manager or that the Trading Platform Manager has the required Regulatory Consents. However, in our sole and absolute discretion, we may require such evidence as we think fit to demonstrate that the Trading Platform Manager has authority to act on your behalf and has the Regulatory Consents required. Unless otherwise confirmed by us in writing, you must provide a legalized power of attorney to allow a different person/party to access the trading platform that we provide you.

10.2 You authorize us to accept all instructions given by the Trading Platform Manager whether verbally or in writing or electronically via manual and/or automated systems, in relation to your Trading Platform and we shall not be obliged to make any enquiry of you or of any other person before acting on the instructions of a Trading Platform Manager. We may communicate with the Trading Platform Manager directly regarding the Trading Platform and you agree that communications made by us to the Trading Platform Manager are deemed to be received by you when received by the Trading Platform Manager. You further authorize us to disclose, or grant access, to the Trading Platform Manager all information we hold in relation to the Trading Platform, including personal information about you.

10.3 You acknowledge and accept that, in providing the Trading Systems to the Trading Platform Manager we have the right but not the obligation to set limits, controls, parameters and/or other controls on the Trading Platform Manager's authority to use or access to the Trading Systems. You nonetheless acknowledge that we have no obligation or responsibility to you to put in place any such limits or controls on the Trading Platform Manager's trading and that you have full responsibility and liability for the Trading Platform Manager's actions.

10.4 You agree to indemnify us and all our related parties whether individuals and/or companies (fully compensate and reimburse) for any loss, damage or expense incurred as a result of:

(a) Acting on instructions of the Trading Platform Manager outside the scope of the Trading Platform Manager's authority; or

(b) The Trading Platform Manager’s breach of any term of their appointment.

10.5 You further ratify and accept full responsibility and liability for all instructions given to us by the Trading Platform Manager (and for all Transactions that may be entered into as a result) and will indemnify (fully compensate or reimburse) us and keep us indemnified against any loss, damage or expense incurred as a result of acting on such instructions. This indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage or expense, and irrespective of any knowledge, acts or omissions of ours in relation to any other Trading Platform held by any other person or body with us.

10.6 If you wish to revoke or amend a Trading Platform Manager’s appointment or authorization you must give written notice of such intention of which notice shall not be effective until two Business Days after we receive it (unless we inform you that a shorter period will apply). You acknowledge that you will remain liable for all instructions given prior to the revocation/variation being effective, and that you will be responsible for any losses, which may arise on any Transactions that are open at such time.

11. Trading Funds

11.1 Any money received by Pcmgate.co in respect of our Trading Platform shall be treated as “Trading Funds” wherein you agree with us to transfer immediate and full ownership of this money to Pcmgate.co for, amongst other things, the purpose of securing or otherwise covering present or future, actual or contingent or prospective obligations, such as Margin, in which circumstances such money will not be regarded as Trading Funds.

11.2 In relation to Trading Funds, we credit it in individual Trading Platform (segregated ledger) that gets updated in real time according to the positions held by the Trader in our Trading Platform.

12. Trading Systems

12.1 Access Password. When your Trading Platform 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 Trading Platform. You are responsible for all information submitted through your access to the Trading Systems and in the event there is an erroneous entry of information for whatever reason you will be held responsible for all resultant financial obligations or liabilities even to the extent information is submitted by a third party which has gained unauthorized access to your Trading Platform as a result of our, or our employee's mistake due to being misguided. You shall notify us immediately in writing in the event of (i) any loss or theft of part or all of your password; or (ii) any actual or suspected unauthorized use of your password; or (iii) any actual or suspected breach of security or confidentiality of the password.

12.2 Your right to use the Trading Systems and any financial data, market and business information provided on or through the Trading Systems ("Trading System Information") is limited to use for the purpose of receiving and viewing the Trading System Information for the transmission and execution of Orders and Transactions only, any breach in the above terms will result in actions taken by us to disconnect you immediately from our Trading Systems and withdraw your trading rights indefinitely.

12.3 License. Trading Systems are owned by PCM (and its Affiliates) or third parties that license their use to PCM and Affiliates ("Licensors"). You acknowledge and agree that Trading Systems are the exclusive property of PCM , its Affiliates and/or the Licensors, and that the Trading Systems Information is the exclusive property of Pcmgate.co, its Affiliates and/or the Licensors or such Licensor's third party vendors or their suppliers, and PCM , Affiliates, the Licensor and such third party vendors and their suppliers retain all proprietary right, title, and interest, including, without limitation, copyright, in the Trading System Information. Pcmgate.co grants you on behalf of PCM a personal, limited, revocable, non-exclusive, non-transferable license to access and use the Trading Systems in accordance with this Agreement. You shall not copy, license, sell, transfer, and make available the Trading Systems or Trading System Information to any other person. You shall not remove or alter any copyright notice or other proprietary or restrictive notice contained in the Trading Systems or Trading System Information.

12.4 Modifications. Certain of the Trading System Information may be provided by third parties. If any of the Trading System Information ceases to be furnished by any third-party vendors in a manner which is compatible with the Trading System, we may remove as much Trading System Information as is affected, without advance notice, without incurring any liability to you, and without any change to any of your payment or other obligations. Further, we may modify, amend, alter, update, supplement or replace the Trading Systems software (which, among other things, determines the functionality and appearance of some or all of the Trading Systems features) from time to time, in whole or in part, without any notice (except for material changes to functionality as reasonably practicable), without incurring any liability to you, and without any change to any of your payment or other obligations. You acknowledge and agree that your use of the Trading Systems after any modification, amendment, alteration, update, supplement or replacement shall constitute your acceptance of such modification, amendment, alteration, update, supplement or replacement.

12.5 You will ensure that no computer viruses, worms or similar items are introduced through the Trading Systems to our computer systems and networks. You will be responsible for the installation and proper use of any virus detection software which we may require and you will be held fully responsible and payable for the damage caused to us from such harmful programs. You understand and acknowledge that any attempt to misuse any part our electronic systems is absolutely prohibited and may cause legal action against you.

12.6 Limits. We may at any time and in our absolute discretion impose and vary limits and conditions upon the access to our electronic systems and placement of Orders using the Trading Systems including limits on size, order types and execution venues and conditions concerning collateral requirements.

12.7 Third Party Applications. In the event you select and use any third party software application to provide you with trading programs, signals, advice, risk management or other trading assistance (\"Expert Advisor\") or a third party hosting or trading application, which applications may have direct access or connectivity to your Trading Platform, Pcmgate.co and its Affiliates accept no obligation with respect to, nor assume any responsibility for, the performance of any application, product or service provided by an Expert Advisor or third party hosting or trading application provider which applications, products or services you shall use at your own risk. With respect to any applications, products or services provided by any Expert Advisor or third-party hosting or trading application provider Pcmgate.co and its Affiliates:

(a) make no warranty or representation of any kind, whether express or implied;

(b) disclaim any responsibility or obligation as to their merchantability or fitness for any purpose;

(c) disclaim any responsibility and shall not be liable for any damages that may be suffered by you, including loss of funds, data or trading access interruptions as a result of their use;

(d) disclaim any responsibility for the accuracy, quality or completeness of any information (facts, analysis, recommendations or other opinions) obtained from or through an Expert Adviser;

(e) disclaim any responsibility for connection speed, efficiency or availability between Expert Adviser applications and third-party hosting or trading applications and Pcmgate.co Trading Systems;

(f) neither give any undertaking nor make any warranty or representation that any indications of past or future performance provided by an Expert Advisor can be, or would have been, achieved through the use of PCM Trading Systems or otherwise; and

(g) neither give any undertaking nor make any warranty or representation that any investment performance that may be achieved with or through an Expert Advisor or third-party hosting or trading application with another broker or dealing service can or shall be achieved through the use of PCM Trading Systems.

12.8 The provisions of clause 12.7 shall apply irrespective of whether or not Pcmgate.co or its Affiliates offer, promote or endorse to you the Expert Adviser or a third-party hosting or trading application.

12.9 Automated trading, using our electronic systems, is welcomed. We do provide automated trading tools and facilities, and using them are subject to acceptance of our terms and conditions. Automated trading involved with the use of any third-party tools or services (including but not limited to Expert Advisors) are subject to our approval in writing on a case by case basis. In many cases, third-party tools and services may be incompatible with your account type and/or our electronic systems. They may cause disruptions, generate unreal results, and cause losses to your account. You understand and acknowledge that you must present to our technical team, the third-party tool or system that you wish to use, prior to using it, and obtain the necessary guidelines on usability and pre-requisites of such tools or services. In case you fail to do so, we reserve the right to stop such activities immediately, remove all false results from the accounts, and take all other necessary actions as may reasonably be required. All losses incurred will entirely be your responsibility.

a) The Company does not guarantee the performance, compatibility, or results of any EA or Automated Trading system.

b) The Company reserves the right to monitor and review all EA activity to ensure compliance with this Agreement.

c) Any approval granted shall be account-specific and may be withdrawn at any time at the Company’s sole discretion

e) Any trading activity identified as abnormal, abusive, or exploiting system errors or latency shall be subject to action under this Agreement.

13. Orders and Confirmations

13.1 PCM and Pcmgate.co may in their sole discretion refuse to accept any Order from you, without giving any reasons, promptly following receipt of your instructions. PCM and Pcmgate.co may cancel any instructions previously given by you provided that PCM have not acted on your instructions. Without prejudice to the generality of the foregoing PCM reserves the right to limit the number of open positions that Trader may enter or maintain in Trader’s Trading Platform. PCM reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an open position. The validity of any Order shall not, however, be affected by any failure or delay in such Order being confirmed. Acceptance of any Order does not constitute any acknowledgment agreement or representation that for a Margin Transaction your Initial Margin or Margin requirement in respect of the Order or your existing Order is satisfied.

13.2 Counter Party of the Orders. You acknowledge and agree that by executing the Trading Platform Application, you have given us your prior express consent to execute all Orders in any market/platform or with any liquidity provider or with any other counterparty/counterparties of our choice, including us.

13.3 Confirmation of Orders and Trading Platform Statements. We may send you confirmations and Trading Platform statements electronically or provide you with online access to confirmations and Trading Platform statements stored on the PCM trading systems or websites. 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 of the date of the relevant confirmation or we notify you of an error in the confirmation as and when such shall be found.

13.4 Order Execution Policy. While we seek to ensure that the prices we display are competitive, Pcmgate.co and PCM are not able to give a warranty, express or implied, that the bid and offer prices displayed on PCM Trading Systems always represent the best prevailing market prices. Quoted prices may reflect 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. Traders are allowed to set stop loss, take profit or pending orders within certain range to current market price, as specified by PCM, but no guarantees are provided by us to match such desired prices as the execution price according to the market conditions . It’s on sole discretion, PCM have full rights to amend the price range, with or without knowledge of the trader at any time.

14. Market Obligations & Market Abuse

14.1 Market Obligations. With respect to use of the Trading Systems which may give direct connectivity to a Market you shall neither engage in, nor facilitate, nor fail to take reasonable steps to prevent:

(a) any action or any course of conduct that has the effect, or may be expected to have the effect, of artificially and/or abnormally moving the price or value of any securities admitted to the Market or any instrument underlying such securities or the level of any index of which such securities are a component;

(b) entering artificial orders or otherwise entering into or causing any artificial transaction;

(c) reporting a fictitious transaction or any other false data to the Market or other competent authority or causing such data to be input into any of their systems;

(d) any action or any course of conduct that creates or may reasonably be expected to create any false or misleading impression as to the market in, or price or value of, any securities;

(e) any other action or any other course of conduct that may damage the integrity and the transparency of the Market; or

(f) agreeing or acting in concert with, or providing any assistance to, any person with a view to or in connection with any action or course of conduct referred to in paragraphs (a) to (e) inclusive. Further, you understand and agree that in the event of any unusual, faulty or suspicious behavior observed on any part of our electronic systems, you are responsible to inform us immediately and failing to do so will be interpreted as intention to misuse.

14.2 Market Abuse. You shall not use the Trading Systems for Orders or Transactions for or in connection with any activity which may constitute a fraudulent or illegal purpose or market abuse or otherwise use of the Trading Systems in contravention of any Applicable Regulations. For the purposes of this Agreement \"Market Abuse\" means behavior in relation to investments which involves insider dealing, market manipulation or market distortion in breach of Applicable Regulations.

14.3 If an order entry is made using the Trading Systems by mistake or does not reflect the intended transaction (an \"erroneous order\") then you shall be responsible for amending or cancelling such Orders as necessary and for closing any resultant positions subject to our rights in this Agreement. PCM, at its absolute discretion, reserves the right to remove or reverse any such erroneous without any notice and take any further action that deems necessary including but not limited to denying your access to all parts of our electronic systems, stopping you from placing orders and freezing all funds in the trading Platform including realized and unrealized till the issue is fully resolved and any losses occurred are deducted from such funds.

14.4 We reserve the right to limit your use of the Trading Systems and apply pre-execution trading controls as may be appropriate to preserve compliance with Applicable Regulations or any other trading limits which may be notified to you.

14.5 While Pcmgate.co and PCM do the utmost to ensure that the technology and electronic systems given access to you are of highest industry standards, you understand and agree that Internet, Network, Software, Hardware and all other technology-related may malfunction and completely indemnify PCM and Pcmgate.co and its Directors, Staff, Affiliates, Partners, Authorities and/or any person/company related to, from any claims should such incidents occur.

15. Margin Transactions: Contracts For Difference, Rolling Spot Forex & Others

15.1 With respect to any Margin Transactions (including all CFDs and Rolling Spot Forex) you acknowledge and agree that will not be entitled to delivery of, or be required to deliver, any Reference Asset nor will you acquire any interest in any Reference Asset unless agreed by PCM in writing.

15.2 You acknowledge and agree that PCM will have the right to close any Expiry Transaction in its sole and absolute discretion without notice if the Reference Asset is a derivative Financial Instrument, or Commodity which may settle on expiry by a delivery other than in cash, at a reasonable period prior to the expiry date as determined in the sole and absolute discretion of PCM. PCM will not be subject to any obligation to roll over a position in such a derivative Financial Instrument or Commodity.

16. Market Suspensions and Delisting

16.1 Market Suspensions. If at any time trading on any Market in any Reference Asset Instrument is suspended, we will calculate the value of each related CFD Transaction with reference to the last traded price before the time of suspension, or the closing price if no trading in such Reference Asset is undertaken during the Business Day on which a suspension occurs. If such a suspension continues for more than one Business Day, we have the right in our sole and absolute discretion to vary Margin requirements and rates. If such a suspension continues for five or more Business Days, we have the right to terminate each related CFD Transaction in our sole and absolute discretion at a closing price determined by us.

16.2 Delisting. If a Market on which an Reference Asset is principally traded announces that pursuant to the rules of such Market such Reference Asset has ceased (or will cease) to be listed, traded or publicly quoted on such market for any reason (other than a Merger Event or Take-Over Offer) and is not immediately re-listed, re-traded or re-quoted on a Market or quotation system located in the same country as such Market (or in the case of any Market within the European Union, in any Member State of the European Union), either the day on which such an event occurs, or (if earlier) the day on which such event is announced, will in our sole and absolute discretion be the Closing Date for each related CFD Transaction irrespective of whether a Closing Notice is issued. The closing price for each such CFD Transaction will be such price as notified by us to you.

17. Margin

17.1 Margin Arrangements. As a condition of entering into a Transaction, we may in our sole discretion require the deposit of funds or Collateral acceptable to us to secure your liability to us for any losses which may be incurred in respect of the Transaction (“Initial Margin”). Initial

Margin is due and payable immediately as a condition to opening the relevant Transaction and we may decline to open any Transaction if you do not have sufficient available cash in your Trading Account to satisfy the Initial Margin required for that Transaction at the time the relevant Order is placed. If there is an adverse movement in the price of a Transaction or Reference Asset or if we determine in our sole and absolute discretion that there is an increase in the risk of an adverse movement in the price of a Transaction or Reference Asset, we will require additional security from you in the form of cash deposits or other acceptable Collateral to supplement Initial Margin ("Variation Margin").

17.2 Changes in Margin Requirements. Margin requirements may be set and varied without prior notice from time to time in our sole and absolute discretion in order to cover any realized or unrealized losses arising from or in connection with Transactions, including subsequent variation of any Margin rates set at the time Transactions are opened.

17.3 Form of Margin. Margin must be provided by or on behalf of you in cash or other Collateral acceptable to us as determined by us in our sole and absolute discretion. You are obliged to maintain in your Trading Platform, at all times, sufficient funds to meet all Margin requirements. We are entitled to require payment of Margin of you by telegraphic transfer or any other method of immediate/electronic funds transfer acceptable to us. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.

17.4 Close-Out. In the event that there is insufficient Margin in your Trading Account or in the event that the deposited Margin is not sufficient to meet the required Margin rates, as determined by us in accordance with clauses 17.1 and 17.2 of this Trader Agreement, and regardless of whether or not prior Margin Calls have been issued or not, we may in our sole discretion choose to close or terminate your Transaction and Trading Account without notice to you immediately. This will not constitute an Event of Default. Without prejudice to the foregoing, any Transaction entered into by you or on your behalf which results in there being insufficient Margin to cover any actual or anticipated losses or liabilities in connection with your Trading Platform will constitute an Event of Default and we may in our discretion exercise our rights in clause 17 of this Agreement, whether there has been a Margin Call or not. If we do not close or terminate your Transaction(s) where a Margin Call has not been honored or Margin due is outstanding this shall not constitute a waiver of our rights nor any precedent with respect to the future conduct of your Trading Platform upon which you may rely.

17.5 Margin Calls. PCM does not accept any obligation to make Margin Calls and you may not rely upon, nor have any legitimate expectation that, PCM will make such Margin Calls within any specific time period or at all. The absence of any Margin Call will not operate as a waiver of any of our rights or remedies under or in connection with this Agreement. Notwithstanding the foregoing PCM may from time to time and in its sole discretion call upon and request that you deposit additional Margin or Collateral to secure your obligations to PCM. We shall be deemed to have made a Margin Call on you if we have left a message for you by telephone, email or through the platform message center requesting you to contact us, or if we are unable to leave a message and have used reasonable endeavors to contact you by telephone, email or through the platform. Any message we leave for you requesting you to contact us should be regarded as extremely urgent. We shall not be liable for any losses you may suffer as a result of any failure to respond to an actual or deemed Margin Call.

17.6 If you have more than one Trading Platform we shall be entitled in our discretion (but shall not be obliged) to transfer and use available Margin, Collateral or other funds from one Trading Platform for the purposes of discharging Margin requirements or liabilities in one or more of Trading Platforms accessible by you even if such transfer may result in the closure of open positions in any Trading Platform from which Margin, Collateral or other funds are transferred.

18. Representations, Warranties and Covenants

18.1 Representations and Warranties. You represent and warrant to us on and as of the date this 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) you are suitable to trade complex Financial Instrument, Margin Transactions, CFDs and Rolling Spot Forex Contracts and that you are aware of the risks involved with such transactions;

(c) you are willing and financially able to sustain a total loss of all your funds paid to us as a result of engaging in Transactions;

(d) you have all necessary authority, powers, consents, licenses and authorizations and have taken all necessary action to enable you lawfully to enter into and perform this Trader Agreement and such Transactions and to grant the security interests and powers referred to in this Agreement;

(f) where applicable, the person or the persons entering into this Agreement and each Transaction on your behalf has or have been duly authorized to do so;

(g) this Agreement, each Transaction and the obligations created under or in connection with them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound or which you or any of your assets are subject;

h) no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a "Potential Event of Default") has occurred with respect to you or any Credit Support Provider;

(i) unless you have informed us otherwise in writing you act as principal and sole beneficial owner (but not as trustee) in entering into and performing this Agreement and each Transaction;

(j) all details supplied on Trading Platform Application as well as any other information which you provide or have provided to us in respect of your financial position or other matters is accurate, complete and not misleading;

(k) except as otherwise agreed by us, you are the sole beneficial owner of all Margin you transfer under this 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;

18.2 Covenants. 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 (i) enable you to lawfully perform this Agreement and each Transaction and (ii) without limiting the generality, interests and powers referred to in this Agreement referred to in this clause;

(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) unless you have informed us otherwise in writing, you will at all times act as principal and sole beneficial owner (but not as trustee) in performing this Agreement and in entering into and performing each Transaction;

(d) you will promptly notify us if (i) you become aware of any detail supplied on Trading Platform 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 (ii) any such detail or information subsequently becomes inaccurate, incomplete or misleading;

19. Events of Default

19.1 If at any time:

(a) you fail or, where applicable, any Credit Support Provider fails, to comply fully and by the required time with any obligation to make any payment when due under this Agreement or to make or take delivery of Margin or any other property or asset under or in connection with this Agreement or any Transaction;

(b) we have reasonable grounds to believe that (i) you are or, where applicable, any Credit Support Provider is, in breach of any covenant or provision set out in this Trader Agreement or, where applicable, any related Credit Support Document or (ii) any representation or warranty made by you or, where applicable, any Credit Support Provider in this Agreement or, where applicable, in any related Credit Support Document, or otherwise with respect to or in connection with any Transaction, is or was untrue, false or misleading when made, repeated or deemed to be made or repeated;

c) any action is taken or any event occurs, in each case which we believe might have an adverse effect upon your ability to perform any of your obligations under or in connection with this Agreement or any Transaction;

(d) we believe that doing so is necessary or desirable to prevent or address what might be a violation of the Act or any other Applicable Regulations or to ensure that good market practice is followed;

(e) we believe that doing so is otherwise necessary or desirable for our own protection, whether from the perspective of financial exposure, reputational risk, or otherwise;

(f) if, in the most undesirable situation, you die, become or are adjudged to be of unsound mind, are or become unable to pay your debts as they fall due, are or become bankrupt or insolvent within the meaning of any Insolvency Law, any indebtedness of yours or, where applicable, any Credit Support Provider is not paid on the due date therefore or is or becomes subject to being declared due and payable under any agreement or instrument evidencing or governing such indebtedness before it would otherwise have been due and payable, any suit, action or proceeding is commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the property, undertaking or assets (tangible and intangible) of you or, where applicable, any Credit Support Provider;

g) you are or, where applicable, any Credit Support Provider is dissolved, or, if your or any such Credit Support Provider's capacity or existence is dependent upon a record in a formal register, such registration is removed or ends, any proceeding is commenced seeking or proposing your dissolution, removal from such a register or the ending of such a registration, or you take or, where applicable, any Credit Support Provider takes any corporate or other action in preparation or furtherance of any of the foregoing;

20. Termination

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

20.2 We may terminate this Trader Agreement at any time by giving at least 3 Business Days' prior written notice to you, except that we may terminate this Agreement immediately if you fail to observe or perform any provision of this Agreement, upon the occurrence of any Event of Default, or at any time at which you have no open Transactions in your Trading Platform.

20.3 At any time after termination of this Agreement, we may, without notice, close out any of your open Transactions.

20.4 Upon termination of this 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.

21. Exclusions, Limitations and Indemnity

21.1 General. Nothing in this Agreement will exclude or restrict any duty or liability owed by us to you under Applicable Regulations.

21.2 General exclusion. Notwithstanding anything in this Agreement (to the contrary, 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 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 willful default or fraud, as determined by a competent court in a final, non-appealable judgment. 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.

21.3 If at any time you are unable, for whatever reason, to communicate with us, and 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, willful default or negligence, be responsible for any loss, 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.

21.4 Access to the Trading Systems is provided “as is”. PCM and Pcmgate.co make no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to the Trading Systems, their content, any documentation or any hardware or software provided by PCM. Technical difficulties could 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 could lead to possible economic and/or data loss. In no event will PCM and/or Pcmgate.co or their affiliates or any of their 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 or special 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 Systems or otherwise. PCM further reserves the right, in its reasonable 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.

21.5 Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Systems do not accurately reflect the market rates. Transactions that may have taken place relying on or at the time of such price latency may be revoked. PCM reserves the right to make the necessary corrections or adjustments on the Trading Platform involved. Trading Platforms that rely on such latency may at PCM sole discretion be subject to PCM‘s intervention, denial of access and PCM approval of any Orders.

21.6 PCM and Pcmgate.co shall have no obligation to contact you to advice upon appropriate action when there are changes in market conditions.

21.7 You agree to indemnify (fully compensate or reimburse) PCM and Pcmgate.co, its Affiliates and any of their directors, officers, employees and agents 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 trading access under this Agreement to you provided that any such liabilities, losses, damages, costs and expenses have not arisen as a result of our negligence, fraud or willful default.

21.8 Trading Losses. 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 Transactions.

21.9 Changes in the Market. Without prejudice to any other disclaimer or limitation of liability contained in this 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.

22. Miscellaneous

22.1 Notices Generally. Unless otherwise agreed or provided in this Agreement, all notices, instructions and other communications sent or given by us to you under or in connection with this Agreement or any Transaction may be verbal or in writing and may be sent or given to your last known home address, place of work, telephone number (including by leaving messages on a telephone answering machine or voice mail system), fax number, e-mail address or other contact details. All notices, instructions and other communications sent or given by you to Pcmgate.co under or in connection with this Agreement or any Transaction must be sent or given in writing to our address and our email address specified on our website (or any other address subsequently notified to you for such purpose).

22.2 Intellectual Property and Confidentiality. All copyright, trademark, trade secrets and other intellectual property rights in the Trading Systems shall remain at all times the sole and exclusive property of PCM and/or its third party access provider and you shall have no right or interest in the Trading Systems or the information contained therein except for the right to access and use the Trading Systems as specified herein. You acknowledge that the Trading Systems are confidential and have been developed through the expenditure of substantial skill, time, effort and money. You will protect the confidentiality of FXPCM and Pcmgate.co and/or its partners by allowing access to the Trading Systems only by its employees and agents on a need to access basis. You will not publish, distribute, or otherwise make available to third parties any information derived from or relating to this Agreement and the Trading Systems. You will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Systems or any information contained therein. You hereby acknowledge and agree that PCM and its third-party data suppliers shall have no liability whatsoever in respect of the information contained in the Trading System.

22.3 Electronic Communications. Subject to Applicable Regulations, any communications between us using electronic signatures will be binding to the same extent as if they were in writing. By accepting the Trading Platform Application you give your consent to the receipt of communications by electronic means, notwithstanding that certain communications would otherwise be required to be made using a durable medium under Applicable Regulations. Without limiting the generality of the foregoing, Orders placed 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. If you do not wish to communicate via electronic means at all, you must inform us of your wishes prior to you accepting the terms and conditions of Trading Platform Application.

22.4 Change of Address. 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 22.1.

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

22.6 Recording of Calls. We may record telephone conversations between us and possibly between you and PCM without use of a warning tone, including for the purpose of ensuring that the material terms of each Transaction and any other material information rare promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of Orders placed or other instructions given.

22.7 Our Records. Our records will be evidence of your dealings with us in connection with our trading access. 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. You will not rely on us to comply with any of your recordkeeping obligations, notwithstanding the fact that records may be made available to you on request in our sole and absolute discretion.

22.8 Your Records. 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.

22.9 As per General Data Protection Regulation (GDPR) on dealing with the personal data of EU citizens. The primary purpose of the regulation is to protect your digital privacy and personal information.

In summary, the GDPR sets out the following responsibilities for organizations:

Personal data is processed lawfully, fairly and in a transparent manner;

Personal data is collected for a specific, explicit and legitimate purpose;

Personal data collected is adequate, relevant and not excessive in relation to its intended purpose;

Personal data is accurate and up to date;

Personal data is kept for no longer than necessary for its intended purpose;

Personal data is kept secure, and protected from unlawful processing, loss, destruction or damage

23. Dispute Resolution

23.1 In case of an unlikely event of a dispute between us, you shall refer to the order desk department of PCM for resolution of the dispute. Decision taken by the order desk department will be final and binding in this regard.

23.2 In case you are not satisfied with the decision taken by the order desk department, the dispute shall be settled by our Compliance department.

23.3 You accept and agree that you shall not approach any other department or regulator or authority which is not connected or related and/or whose jurisdiction does or does not relate to or cover this Agreement, than the above venues in clauses 23.1 and 23.2 for resolving any dispute. You accept, agree and authorize PCM and Pcmgate.co to file a law suit and take legal actions against you in your jurisdiction or elsewhere, if you fail to comply with the above clauses for dispute resolution.

23.4 You understand and agree that you will be responsible for all costs related to any/all legal actions we may require to take against you should this be necessary.

24. Leverage control

The Company reserves a right to modify the Client's account leverage settings at any time without prior notification.

The following leverage restrictions are applied to all account types:

1. Leverage 1:1000 will not be granted for account balances USD 2000 above

2. Leverage 1:500 will not be granted for account balances USD 5000 above

3. Leverage 1:200 will not be granted for account balances USD 10,000 above

4. Leverage 1:100 will not be granted for account balances USD 15,000

5. Accounts balances above USD 15,000 may get a maximum leverage of maximum 1:50 at the sole discretion

The above leverage conditions may not be applicable during economic data release or high volatile markets. Such movement may specifically happen during financial news and unexpected news that the banks and liquidity providers may initiate. In general, the leverages are not fixed for any account. Instead, they are dynamic and subject to change based on the market conditions, the liquidity provided and are at sole discretion of The Company.

You acknowledge and agree that you have thoroughly studied this Agreement and all points of this Agreement will be binding on you and will survive its termination. We, at our sole discretion, will decide the necessary action should you be found in breach of this Agreement.